

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687782287502

अनुबंध तिथि | Contract Generated Date : 11-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4778614](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Communications विभाग   Department : Department of Telecommunications (DOT) संगठन का नाम   Organisation Name : ITI Limited कार्यालय क्षेत्र   Office Zone : ITI Bangalore	पद   Designation : AEE MM संपर्क नंबर   Contact No. : 080-28503639- ईमेल आईडी   Email ID : buycon2.il.ka@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : ITI Ltd Doorvaninagar, BANGALORE, KARNATAKA-560016, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: UNIT HEAD - BGP वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: UNIT FINANCE HEAD	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : FINANCE MANAGER ईमेल आईडी   Email ID : pay8.il.ka@gembuyer.in जीएसटीआईएन   GSTIN : 29AAACI4625C1ZV पता   Address: ITI Ltd Doorvaninagar, Bangalore, KARNATAKA-560016, India

परोक्षिती विवरण   Consignee Details		सेवा विवरण   Service Description
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	
1	संपर्क   Contact : 080-28503639- ईमेल आईडी   Email ID : buycon2.il.ka@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : ITI Ltd Doorvaninagar, BANGALORE, KARNATAKA-560016, India	Custom Bid for Services - ITI LIMITED BANGALORE PLANT INVITES COMPETITIVE BIDS THROUGH GEM FOR CALIBRATION VERIFICATION STAMPING OF WEIGHING MACHINES IN BANGALORE PLANT FROM LEGAL METROLOGY DEPARTMENT THROUGH EXTERNAL AGENCY

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : V94L230008526538 कंपनी का नाम   Company Name : SHAKTHI ENTERPRISES संपर्क नंबर   Contact No. : 08884300455 ईमेल आईडी   Email ID : narendhran41@yahoo.in पता   Address : 592,MAKUNTAMMA NAGAR,HORAMAavu MAIN ROAD,DODDABANASAWADI, Bangalore, KARNATAKA-560043, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-KR-03-0269660 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 29ADPPN6090H2ZW (R)	

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

## सेवा विवरण | Service Details

सेवा प्रारंभ तिथि (नवीनतम)   Service Start Date (latest by): 20-May-2024	सेवा समाप्ति तिथि   Service End Date : 19-May-2025
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श्रेणी नाम | Category Name : Custom Bid for Services

बिलिंग चक्र   Billing Cycle: yearly		
विवरण   Description	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	ITI LIMITED BANGALORE PLANT INVITES COMPETITIVE BIDS THROUGH GEM FOR CALIBRATION VERIFICATION STAMPING OF WEIGHING MACHINES IN BANGALORE PLANT FROM LEGAL METROLOGY DEPARTMENT THROUGH EXTERNAL AGENCY	
Regulatory/ Statutory Compliance of Service	YES	1
Compliance of Service to SOW, STC, SLA etc	YES	70859
कुल राशि (सूत्र)   Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)		
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		70859
कुल ऐडऑन मूल्य   Total Addon Value(INR)		0

ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)				70859
<b>कर द्विभाजन   Tax Bifurcation</b>				
विशिष्ट   Particular	जीएसटी   GST (18%)	जीएसटी उपकर 1   GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%)
Custom Bid for Services	10809	0	10809	0
<b>अनुबंध की राशि   Amount of Contract</b>				
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)				70859
<b>मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक   Price Break up offered Document link</a></b>				
<b>एसएलए विवरण   SLA Details</b>				
<p><b>Preface :</b> Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .</p> <p>The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p><b>Guiding Principle :</b> The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none"> <li>1. General Terms and Conditions for Goods and Services;</li> <li>2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,</li> </ol> <p>The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p> <p><b>Intended Objectives And Goals of SLA :</b> The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:</p> <ol style="list-style-type: none"> <li>1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties</li> <li>2. Present a clear, concise and measurable description of service offered to the buyer</li> <li>3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified</li> <li>4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons</li> <li>5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.</li> </ol> <p><b>Parties To The Agreement</b></p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"> <li>1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.</li> <li>2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement</li> </ol> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.</p> <p><b>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</b></p> <p>Scope of Work (SOW) is the most important &amp; crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .</p> <p>For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :</p> <ul style="list-style-type: none"> <li>● "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .</li> <li>● Make sure that specifications are endorsed by key stakeholders .</li> <li>● Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery .</li> <li>● The scope of work should mention what the outcome is based upon – time or material?</li> <li>● A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .</li> <li>● The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.</li> <li>● The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .</li> <li>● Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"</li> </ul> <p><b>Important Note :</b> Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.</p> <p><b>Price Variation Clause:</b></p> <p>"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."</p>				
<b>शुद्धिपत्र   Corrigendum</b>				
1. तक बढ़ाया गया   Extended Upto : 2024-04-15 10:00:00				

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of Work : [click here](#)
2. Service Level Agreement (SLA) : [click here](#)
3. Payment Terms : [click here](#)
4. GEM Availability Report ( GAR) : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
3. Compliance Documents In Respect Of Sow Etc : [click here](#)
4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise : [click here](#)
5. Compliance Documents In Respect Of Specification And Standard Of Services : [click here](#)
6. Compliance Document In Respect Of Approach & Methodology : [click here](#)
7. Compliance Documents In Respect Of Project Experience Of Firms : [click here](#)
8. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity : [click here](#)
9. Any Other Documents As Per Bid (i) : [click here](#)
10. Any Other Documents As Per Bid (ii) : [click here](#)
11. Any Other Documents As Per Bid (iii) : [click here](#)
12. Compliance Document In Respect Of Certification Of Resources . : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%) :	NA

आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 *Certificates:*

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.3 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

**TERMS & CONDITIONS FOR SERVICING**

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1. This contract for periodical servicing of weighing & counting machines will be for a period of one year from 1<sup>st</sup> May 2024 to 30<sup>th</sup> April 2025.
2. Servicing to be done twice in the above said period of one year and the first schedule of servicing to be done in the first quarter of the above said period i.e within 31<sup>st</sup> July 2024 and the second schedule of servicing to be done within 31<sup>st</sup> January 2025 and your quoted rates are to be provided for these two schedules of servicing.
3. The service premium shall be payable by us on presentation of your bill after each servicing schedule.
4. You will arrange with weights and measures department Government of Karnataka for verification and stamping of weighing scales and weights under this contract within 31<sup>st</sup> July 2024 but the fees and expenses of the official shall be met by us fully on presentation of the bill.
5. You shall be responsible for the implementation of the provisions of the factories act and in default of compliance with a

ny of the provisions of the said act you shall identify the company for any damages, penalties, fines, claims or any other cause of action against the company on account of any action by the inspector of factories or by other authority or person.

6. Disputes if any will be within the Jurisdiction of Bangalore, Karnataka State, India.
7. Terms of price: FOR, ITI Ltd Bangalore.
8. Payment Terms: Payment will be made half yearly on completion of Calibration, Verification & Stamping of weighing Machines within 15 days from the date of Invoice. Payment will be made only after the acceptance and certification by User department that the Calibration, Verification & Stamping of weighing Machines is done satisfactorily.
9. Bid validity: 180 days
10. Duties & Taxes: if any may be indicated.
11. Documents required:
  - a. Valid License from Metrology Department to be furnished.
  - b. Clause wise Compliance to Annexure A, B & C to be furnished on your letter head.
12. Any clarifications regarding the tender can be obtained from:

AGM -IMM/P,  
ITI Limited, Bangalore Plant  
Bangalore 560016, Karnataka, India  
Email: vinaya\_bgp@itiltd.co.in

#### TECHNICAL DETAILS OF SERVICING

1. This contract includes all repairs charges necessitated by wear & tear during the period of servicing. Free replacement of fitting will be attended to by the servicing party when found necessary such as all knife edges, steel or agate bearings, shackles, links, steel legs and stays, inspection rods, ribbons, screws, bolts, nuts, look through glasses etc. The dashpot oil should be replaced with a suitable grade oil.
2. This contract however does not provide for the replacement or repair charges of broken structural parts such as box, plate, levers, pillar assembly, mounting wheels etc.
3. The machines should be painted wherever necessary.
4. Properly trained staff to be sent to examine service adjust and test the machines at the time of servicing.
5. The necessary test weights and labour will be provided by you during the period of servicing.
6. If the machines under this contract go out of order in the intermediate two servicing schedules or within the above said period of one year, skilled machines will have to be sent to our works on intimation by telephone or otherwise to set right the machines.

**NOTE:** Clause wise Compliance to Annexure A, B & C to be furnished on your letter head.  
Buyer Added ATC will supersede all GeM conditions.

*2.4 Buyer Added Bid Specific ATC:*

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.