

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-51168777265226

अनुबंध तिथि | Contract Generated Date : 22-May-2024

<b>संगठन विवरण   Organisation Details</b> प्ररूप   Type : State Government मंत्रालय   Ministry : - विभाग   Department : Medical Health and Family Welfare Department Uttar Pradesh संगठन का नाम   Organisation Name : N/A कार्यालय क्षेत्र   Office Zone: Cheif Medical Officer Shrivasti		<b>खरीदार विवरण   Buyer Details</b> पद   Designation : Dyp CMO Store District Tuberculosis Officer Swti संपर्क नंबर   Contact No. : 05250-222704- ईमेल आईडी   Email ID : buycon24.mhfwdup.up@gembuyer.in जीएसटीआईएन   GSTIN : 09LKN06467G1DT पता   Address : Bhinga Shrivasti, SHRAWASTI, UTTAR PRADESH-271831, India	
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b> आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: CMO वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : DDO		<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b> भुगतान का तरीका   Role: BUYER भुगतान का तरीका   Payment Mode: Offline पद   Designation : Dyp CMO Store District Tuberculosis Officer Swti ईमेल आईडी   Email ID : buycon24.mhfwdup.up@gembuyer.in जीएसटीआईएन   GSTIN : 09LKN06467G1DT पता   Address: Bhinga Shrivasti, Shrawasti, UTTAR PRADESH-271831, India	
<b>परेषिती विवरण   Consignee Details</b>			
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address		सेवा विवरण   Service Description
1	संपर्क   Contact : 05250-222704- ईमेल आईडी   Email ID : buycon24.mhfwdup.up@gembuyer.in जीएसटीआईएन   GSTIN : 09LKN06467G1DT पता   Address : Bhinga Shrivasti, SHRAWASTI, UTTAR PRADESH-271831, India		Event or Seminar or Workshop or Exhibition or Expo Management Service - National; Conferences; Conceptualization and Planning; Buyer premise; Full day
<b>सेवा प्रदाता विवरण   Service Provider Details</b> जेम विक्रेता आईडी   GeM Seller ID : D76D190000889557 कंपनी का नाम   Company Name : MA VAISNAVI CATARS AND SUPPLAYERS संपर्क नंबर   Contact No. : 06388411038 ईमेल आईडी   Email ID : viveksinghbhi@gmail.com पता   Address : 0,PORE GOKUL SINGH, Shrawasti, UTTAR PRADESH-271831, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-UP-69-0000164 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 09FEWPS4511B1Z6 (R)			
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Buyer			
<b>सेवा विवरण   Service Details</b>			
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 25-May-2024		सेवा समाप्ति तिथि   Service End Date : 25-May-2024	
श्रेणी नाम   Category Name : Event or Seminar or Workshop or Exhibition or Expo Management Service			
<b>बिलिंग चक्र   Billing Cycle: weekly</b>			
विवरण   Description		Number of event to be organized	Lumpsum cost for an event as per specification
Location of event	National	1	10495
Nature of events	Conferences		
Category of work required	Conceptualization and Planning		
Event premises	Buyer premise		
Duration of event	Full day		
Coverage of the event	Not Required		
Boarding	Water Bottles		
Inclusion for the event	Stage		
Seating arrangement	Board Room		
कुल राशि (सूत्र)   Total Amount (Formula) : (Number of event to be organized*Lumpsum cost for an event as per specification)			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			10495

कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	10495.00
अतिरिक्त जानकारी Additional Details	
<ul style="list-style-type: none"> <li>Estimated/ Indicative number of participants in the event : 500</li> </ul>	
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	10495
एसएलए विवरण SLA Details	
<p><b>1. Preamble</b></p> <p>A. All the Event Management Service contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>I. General terms and conditions for Goods and Services.  II. Service STC contained in this document.  III. BID / Reverse Auction specific ATC</p> <p>B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC supersedes GTC, in case of any conflicting provisions.</p> <p>C. This document represents a Special Terms and Conditions ("STC") the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the</p> <p><b>2. Objectives and Goal</b></p> <p>The objective of this document is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:</p> <p><input type="checkbox"/> Provide clear reference to service ownership, accountability, roles and responsibilities of both parties  <input type="checkbox"/> Present a clear, concise and measurable description of services offered to the buyer  <input type="checkbox"/> 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  <input type="checkbox"/> To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</p> <p>The document 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.</p> <p><b>3. Stakeholders</b></p> <p>The main stakeholders associated with this agreement are:</p> <p>a. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</p> <p>b. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller/supplier/ bidder/contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the agreement</p> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.</p> <p><b>4. Service Scope</b></p> <p>4.1 Introduction –</p> <p>Event management is the process of using business management and organizational skills to envision, plan and execute social and business events. Various phases of event management include initiation, planning, implementation, the event, and closure.</p> <p>4.2 Scope of Work –</p> <p>I. Event management service covers a wide range of activities/specifications with varying requirements under conceptualizing and planning, venue development, hospitality, marketing and promotion etc.</p> <p>II. Provision to upload scope of work will be provided to the buyer in order to detail out specifications required for the event.</p> <p><b>5. Service Provider's Obligations</b></p> <p>1. Service Provider shall be responsible for planning and execution of the services as expected and agreed to meet the requirements.</p> <p>2. It shall be the responsibility of the Service Provider(s) to arrange for manpower, material and necessary expertise for executing the work</p> <p>3. The Service Provider would provide the deliverables in the committed time frames.</p> <p>4. The Service Provider(s) shall be responsible to hand over the site thoroughly neat and clean to the land-owning agency by the last evening/end of the event.</p> <p>5. Removal of garbage from the site and its disposal shall be the responsibility of the Service Provider.</p> <p>6. In case of an onground event, the Service Provider shall be required to tie up with the Buyer Organisation, Local Police, Traffic Police etc, if required so that the work is executed smoothly. All the permission/Licenses along with the expenditure involved in getting these Permissions/Licenses from Fire Service, Excise Department, ET, FSSAI, Taxation department, Labour Department, Licensing Branch, Police, Traffic Police, Health Department etc. shall be the responsibility of the Service Provider.</p> <p>7. The Service Provider shall ensure that if required for the event, all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failure of which shall attract the appropriate penalties and shall be recovered from the Service Provider. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand</p> <p>8. In case of an on ground event, it shall be the responsibility of the selected Service Provider to arrange for sufficient number of dustbins, fire extinguishers, chairs, tables, canopies, public address system and sound system for cultural items during the event, control rooms with adequate support staff, supervisors, waterproofing of stalls, arrangement to close the stall from front side, round the clock fool proof security with required gadgets, cleanliness, etc.</p> <p>9. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws for the time being in force, either by the Service Provider or its employees. The Service Provider as well as its employees shall comply with the relevant rules and regulations applicable and as may be enforced and complied from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all applicable laws/acts/rules shall only rest with the Service Provider.</p> <p>10. The service provider must take approvals from buyer in case of any change in event specifications.</p> <p>11. The selected Service Provider shall also arrange for Fire Tenders and Ambulance with Doctor/Nursing Staff to be stationed at the venue during the course of the event.</p> <p>12. All the electrical cables and wires shall be properly insulated. There shall not be any loose wires. Genset installation for the event would be the responsibility of the selected Service Provider with the required permission.</p> <p>13. All electrical installations shall be in accordance with the provision of the Regulations for Licensing and Controlling Places of Public Amusement (other than Cinemas) and the performances of Public Amusement, 1980 and other relevant and applicable laws.</p> <p><b>6. Buyer's Obligations</b></p> <p>1. The Buyer shall facilitate the selected Service Provider in getting permissions/Licenses if needed.</p> <p>2. If the event is being held at the buyer's location, the buyer must ensure that the site is handed over to the service provider well ahead of time.</p> <p>3. The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider's employees or agents in connection with</p>	

the Services as soon as possible after the Buyer becomes aware of the same.

4. The Buyer shall undertake monitoring of the project and coordinate with the service provider for the completion of the project.

5. The Buyer shall have the right to call for information, sketches, designs etc. and/or any other detail if necessary, to enable them to understand the project progress and the service provider shall supply all the needed information at the request of the buyer

## 2. Price Variation Clause:

"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."

## 7. Other Terms and Conditions

1. The timeliness & schedules for each delivery or completion of service shall be strictly adhered to and shall be deemed to be the essence of the contract. For reasons other than those beyond Service Provider's control and is not as per specification agreed to or if the time schedule is not adhered to and the said service is delayed during delivery inter alia, the Buyer shall have all the rights to exercise and invoke relevant penalty regarding Termination on account of Default.

2. The Service provider will submit weekly/fortnightly/monthly as specified by buyer progress report of the work carried out in the Project/ Assignment

3. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.

4. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer. However, the Services of the Service Provider should not be impacted due to such change.

5. In case of using sub-contractors, the service provider shall ensure that the Sub-Contractor appointed is competent, professional and possesses the requisite qualifications and experience appropriate to the tasks they will perform.

6. The service provider should be able to execute order at short notices and if required even on holidays.

7. The Buyer shall not be held responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.

## 8. Payment Terms

i. The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the buyer.

ii. The payment will be made to the service provider as defined by the buyer on submission of the bill by the service provider and after deducting penalty amount, if any.

## 9. Formula Used -

9.1 Total -

Total Price = A\*B

Where,

A = Price Quoted by the service provider (to be quoted by the service provider) for each type of event

B = Number of type of events for which event management service is required (to be quoted by the buyer). This should be kept 1 for a single type of event for which buyer will quote.

## 10. Breach of Contract and Penalties

(i) Breach of SLA is defined as performance lower than requisite performance in this agreement.

(ii) Penalties will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Delay in carrying out event as Per Schedule e.g. delay of an event by few hours or arrangements for the event not done for the day/time decided by the buyer	Buyer can use the clause of Failure to Deliver Service and forfeit PBG for such cases (buyer can check 24 Hours prior to the Scheduled Event)
2	Non-delivery of any milestone/deliverable as per scope of work. e.g. - non-delivery of the seating arrangement as per the requirement of the buyer	1 <sup>st</sup> instance - 0.05% of the contract value 2 <sup>nd</sup> instance - 0.1% of contract 3 <sup>rd</sup> instance - 0.2% of contract
3	Non deployment of total manpower mentioned in the contract as per the Schedule	0.5% of overall contract value for every week of delay in deployment of manpower or every day of the event/duration of event
4	If the employee of service provider is found responsible for disobedience/ misconduct or has misbehaved in any manner or resorted to any violent behaviour etc. with the employees of buyer organisation or other employees of service provider	1 <sup>st</sup> instance - 0.05% of contract 2 <sup>nd</sup> instance - 0.1% of contract 3 <sup>rd</sup> instance - 0.2% of contract
5	If cumulative penalties reach 10% of the contract value	Termination of contract

ईपीबीजी विवरण | ePBG Detail

NA

## 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

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

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