

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687749612422

अनुबंध तिथि | Contract Generated Date : 03-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4886541](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central Government मंत्रालय   Ministry : Ministry of Railways विभाग   Department : Indian Railways संगठन का नाम   Organisation Name : North East Frontier Railway कार्यालय क्षेत्र   Office Zone : North East Frontier Railway	पद   Designation : DENII LMG संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : ashish.panwar@gov.in जीएसटीआईएन   GSTIN : - पता   Address : Divisional Railway Manager office building ,Lumding Division, Dist Hojai, P.O Lumding Pin code 782447, NAGAON, ASSAM-782447, 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 : DRM/LMG वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : SR. DFM/LMG, ESTT. NO. LMG/296 of 2023-24, ALLOCA TION NO. B241-32	Role: BUYER भुगतान का तरीका   Payment Mode: Railways पद   Designation : DENII LMG ईमेल आईडी   Email ID : ashish.panwar@gov.in जीएसटीआईएन   GSTIN : - पता   Address: Divisional Railway Manager office building ,Lumding Division, Dist Hojai, P.O Lumding Pin code 782447, Karbi Anglong, ASSAM-782447, India

परोक्षिती विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : ashish.panwar@gov.in जीएसटीआईएन   GSTIN : - पता   Address : Divisional Railway Manager office building ,Lumding Division, Dist Hojai, P.O Lumding Pin code 782447, NAGAON, ASSAM-782447, India	Custom Bid for Services - Provision of Manpower for assistance in Patrolling under the section of ADEN BPG

सेवा प्रदाता विवरण   Service Provider Details
जेम विक्रेता आईडी   GeM Seller ID : TDIV210004593072 कंपनी का नाम   Company Name : LAL BABU SAH संपर्क नंबर   Contact No. : 08638026200 ईमेल आईडी   Email ID : pankajsah94@gmail.com पता   Address : ward no 16,near muscle gym building,near nepali shiv mandir,natunpara, Bongaigaon, ASSAM-783380, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : - एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 18AFUPS5410D1Z8 (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): 10-Jun-2024 सेवा समाप्ति तिथि | Service End Date : 09-Jun-2025

श्रेणी नाम | Category Name : Custom Bid for Services

बिलिंग चक्र   Billing Cycle: monthly		
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	Provision of Manpower for assistance in Patrolling under the section of ADEN BPG	1 20159037.6
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
कुल राशि (सूत्र)   Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)		
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		20159037.6
कुल ऐडऑन मूल्य   Total Addon Value(INR)		0

ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	20159037.6
<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)	20159037.6
<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>अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार   Additional Required Data/Document(s) : Buyer</b>	
<ol style="list-style-type: none"> <li>1. Payment Terms : <a href="#">click here</a></li> <li>2. Scope of Work : <a href="#">click here</a></li> <li>3. GEM Availability Report ( GAR) : <a href="#">click here</a></li> <li>4. Introduction about the project /services being proposed for procurement using custom bid functionality : <a href="#">click here</a></li> <li>5. Service Level Agreement (SLA) : <a href="#">click here</a></li> <li>6. Instruction To Bidder : <a href="#">click here</a></li> <li>7. Special Terms and Conditions (STC) of the Contract : <a href="#">click here</a></li> </ol>	
सलाहकार बैंक   Advisory Bank :	State Bank of India

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता   Additional Data/Document(s) : Seller ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
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<p>1. Certificate (Requested in ATC) : <a href="#">click here</a>          बीली लगाने वाले को बीली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions</p> <p>2. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity : <a href="#">click here</a></p> <p>3. Any Other Documents As Per Bid (i) : <a href="#">click here</a></p> <p>4. Any Other Documents As Per Bid (ii) : <a href="#">click here</a></p> <p>5. Any Other Documents As Per Bid (iii) : <a href="#">click here</a></p> <p>6. Compliance Document In Respect Of Certification Of Resources . : <a href="#">click here</a></p> <p>7. Compliance Documents In Respect Of Resource Qualification , Profiles &amp; Past Experience /expertise : <a href="#">click here</a></p> <p>8. Compliance Documents In Respect Of Specification And Standard Of Services : <a href="#">click here</a></p> <p>9. Compliance Document In Respect Of Approach &amp; Methodology : <a href="#">click here</a></p> <p>10. Compliance Documents In Respect Of Project Experience Of Firms : <a href="#">click here</a></p> <p>11. Compliance Documents In Respect Of Pqc And Itb : <a href="#">click here</a></p> <p>12. Compliance Documents In Respect Of Sow Etc : <a href="#">click here</a></p>
ईपीबीजी विवरण   ePBG Detail

<p><b>नियम और शर्तें   Terms and Conditions</b></p> <p>1. General Terms and Conditions-</p> <p>1.1 This contract is governed by the <a href="#">General Terms and Conditions</a>, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>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</p> <p>2. Buyer Added Bid Specific Terms and Conditions-</p> <p>2.1 <i>Generic</i>          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</p> <p>2.2 <i>Service &amp; Support:</i>          AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.</p> <p>2.3 <i>Forms of EMD and PBG:</i>          Bidders can also submit the EMD with Banker's Cheque in favour of          FA &amp; CAO, Northeast Frontier Railway, Maligaon          payable at          Lumding          .          Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.</p> <p>2.4 <i>Forms of EMD and PBG:</i>          Bidders can also submit the EMD with Account Payee Demand Draft in favour of          FA &amp; CAO, Northeast Frontier Railway, Maligaon          payable at          Lumding          .          Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.</p> <p>2.5 <i>Generic.</i>          Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.</p> <p>2.6 <i>Certificates:</i>          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.</p> <p>2.7 <i>Service &amp; Support:</i>          Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.</p> <p>2.8 <i>Service &amp; Support:</i>          Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.</p> <p>2.9 <i>Payment:</i>          PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.</p> <p>2.10 <i>Past Project Experience:</i>          Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.</p> <p>2.11 <i>Forms of EMD and PBG:</i>          Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of          FA and CAO North East Frontier Railway, Maligaon          payable at          Lumding          .          After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15</p>
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days of award of contract.

**2.12 Forms of EMD and PBG:**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

FA and CAO North East Frontier Railway Maligaon

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

**2.13 Generic:**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

**2.14 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

Past Experience of Similar Services: "Any P-WAY Works"

**2.15 Buyer Added Bid Specific Scope Of Work(SOW):**

Text Clause(s)

The bidders are advised to visit site of work for actual assessment of scope of work, area of work, section details & working conditions etc. The work will be executed in the jurisdiction of Asst. Divisional Engineer in the section of ADEN/BPG.

The patrol beats are in the following sections:

- 1) CNE-BPB: 5 beats (1 contractual patrolmen, 1 Railway patrolmen in each beat) (State- Assam)
- 2) BPB-ARCL: 5 beats (1 contractual patrolmen, 1 Railway patrolmen in each beat) (State- Assam)
- 3) KTX-BHRB: 18 beats (1 contractual patrolmen, 1 Railway patrolmen in each beat) (State- Assam, Mizoram))
- 4) JRBM-KGBP: 10 beats (2 contractual patrolmen in each beat) (State- Manipur)

Total Contractual patrolmen required are: 48 nos.

**2.16 Buyer Added Bid Specific Scope Of Work(SOW):**

File Attachment [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.