

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687756651401

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

<b>संगठन विवरण   Organisation Details</b>	<b>खरीदार विवरण   Buyer Details</b>
प्रकार   Type : Central Government मंत्रालय   Ministry : Ministry of Finance विभाग   Department : Department of Revenue संगठन का नाम   Organisation Name : Central Board of Direct Taxes (CBDT) कार्यालय क्षेत्र   Office Zone: Commissioner of Income Tax Transfer Pricing 2 ND	पद   Designation : SR TAX ASSISTANT संपर्क नंबर   Contact No. : 011-23662109- ईमेल आईडी   Email ID : kamal.jangra@incometax.gov.in जीएसटीआईएन   GSTIN : - पता   Address : ROOM NO-612,6TH FLOOR, E2-BLOCK,CIVIC CENTRE,NEW DELHI, CENTRAL DELHI, DELHI-110002, India

<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b>	<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b>
आईएफडी सहमति   IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: CIT(TP-2) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : CIT(TP-2)	भुगतान का तरीका   Payment Mode: PFMS पद   Designation : DRAWING AND DISBURSING OFFICER ईमेल आईडी   Email ID : delhi-ddo-tp2@gov.in जीएसटीआईएन   GSTIN : - पता   Address: ROOM NO-612,6TH FLOOR, E2-BLOCK,CIVIC CENTRE,NEW DELHI, Central Delhi, DELHI-110002, India

<b>परोक्षी विवरण   Consignee Details</b>		
क्र.सं.   S.No	परोक्षी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 011-23662109- ईमेल आईडी   Email ID : kamal.jangra@incometax.gov.in जीएसटीआईएन   GSTIN : - पता   Address : ROOM NO-612,6TH FLOOR, E2-BLOCK,CIVIC CENTRE,NEW DELHI, CENTRAL DELHI, DELHI-110002, India	Decorative/ Ornamental Plant Service- Daily Rental Model - With Pot/ Tray; Areca Palm Plant, Money Plant, Philodendron, Rhapis, Philodendron hedraceum; 31 - 40

<b>सेवा प्रदाता विवरण   Service Provider Details</b>	
जेम विक्रेता आईडी   GeM Seller ID : 38CY210002224274 कंपनी का नाम   Company Name : SURAJ KUMAR & Co. संपर्क नंबर   Contact No. : 08383927982 ईमेल आईडी   Email ID : surajkr8383@gmail.com पता   Address : s-621,NEHRU ENCLAVE,SCHOOL BLOCK SHAKARPUR,EAST DELHI, East Delhi, DELHI-110092, - एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 07GVSPK8336L1ZM (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>	
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सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-Jul-2024 सेवा समाप्ति तिथि | Service End Date : 30-Jun-2025

श्रेणी नाम | Category Name : Decorative/ Ornamental Plant Service- Daily Rental Model

बिलिंग चक्र | Billing Cycle: weekly

विवरण   Description	No of Plants per day	Price Per Plant Per Day(INR)
Plant Requirement	With Pot/ Tray	
Variety of Plants	Areca Palm Plant, Money Plant, Philodendron, Rhapis, Philodendron hedraceum	
Height of Plant (Inclusive of Pot/ Tray) in inches	31 - 40	
Width of Plant (Inclusive of Pot/ Tray) in inches	5 - 15	
Material of Pot/ Tray	Plastic	
Type of Pot/ Vase	Floor	
Number of Moss Sticks Required	100	
	100	2.53

कुल राशि (सूत्र) | Total Amount (Formula) :  
(No of Plants per day\*Price Per Plant Per Day(INR)\*Contract Period)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR) 92345

विवरण जोड़े | Add On Description

Moss Stick for Climber	0
एडऑन मूल्य   Addon Value ( Addon Price*Number of Moss Sticks Required*Contract Period )	0
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	92345.00
<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)	92345
<b>एसएलए विवरण   SLA Details</b>	
<b>Service Level Agreement for Decorative Plant Service</b>	
<p>1. Agreement Overview</p> <p>This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and decorative services provider. The purpose of this agreement is to facilitate supply and maintenance of Decorative Plants at the buyer's premises. This Agreement outlines the scope of work, buyer's obligations and special terms and conditions of services covered as they are mutually understood by 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>2. Objective and Goals</p> <p>The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to buyer by service provider. The goals of this Agreement are to:</p> <ul style="list-style-type: none"> <li>● Provide clear reference to service ownership, accountability, roles and/or responsibilities</li> <li>● Present a clear, concise and measurable description of service provision to the customer</li> <li>● Establish Terms and Conditions for all the involved stakeholders</li> <li>● To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</li> </ul> <p>The agreement can also be modified on the mutual agreement of all the involved stakeholders. Thus, the agreement will act as a reference document that both the parties have understood the aforementioned terms and conditions and have agreed to comply by the same.</p> <p>3. Stakeholders</p> <p>The main stakeholders associated with this agreement are:</p> <ul style="list-style-type: none"> <li>● Service Provider</li> <li>● Buyer</li> <li>● Paying Authority</li> </ul> <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. It is assumed that all stakeholders would have read and understood the same before signing the SLA.</p> <p>4. Service Scope</p> <p>The service shall include all supervision, expertise, tools, equipment, trash bags, and other supplies adequate in kind and quality to perform plant maintenance as per the stipulated requirements of Buyer under Bid or Direct Purchase. Thoughtful plant placement and healthy, disease and pest free, and attractive quality plant materials that provide aesthetic improvements and exhibit sustainable air attributes will be look for. The plants and containers shall be supplied by Service Provider.</p> <p>5. Buyer's Obligations</p> <p>6. Nomination of a Nodal Officer who will oversee the deliverables of services and be empowered to take decisions regarding the project.</p> <p>7. Carry out tasks which fall under the departmental responsibility, within reasonable time limits, particularly in matters related to necessary reviews, approvals, acceptance, etc.</p> <p>8. Buyer shall allow the Service Provider to visit the site or premises.</p> <p>9. The Buyer will not be held liable for plants that have suffered physical abuse, theft, temperature extremes, and care by unauthorized personnel, and Acts of God.</p> <p>10. The Buyer would confirm following to enable service provider to render efficient and quality services –</p> <ol style="list-style-type: none"> <li>1. Type and number of each type of Plants to be supplied.</li> <li>2. Exact location where Plants needs to be deployed Any change in the agreed schedule of maintenance of plants shall be confirmed by buyer at least 2 days in advance.</li> </ol> <p>6. End user department shall verify the logs updated by service provider within 7 days after receipt of log sheet. The log sheet shall be maintained online and shall be deemed accepted if end user fails to verify the submitted log sheet within 7 days.</p> <p>7. Buyer shall take care of supplied plants and all accessories and shall be responsible to water plants as and when required during the period between caretaker's visits.</p> <p>8. <b>Price Variation Clause:</b> "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> <p>9. Service Provider's Obligations</p> <p>10. The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.</p> <p>11. The Service Provider should cater to the requirements in compliance to the selected specifications by the Buyer under the bid or Direct Purchase.</p> <p>12. The Service Provider shall develop and maintain a plant master plan to include plant description, quantity and date installed.</p> <p>13. Provide a representative on-site full time throughout the delivery and installation process for coordination and problem resolution.</p> <p>14. Provide on-site supervisor(s) who are part of the working crew and who are responsible for the control of the crew, their conduct and their work schedules.</p> <p>15. Provide, deliver, install and maintain plants, shrubs and trees (hereinafter referred to as "plants") and plant related furnishings on a leased basis (e.g. Service Provider will</p>	

- retain ownership of provided plants) and install such items in planters provided by the Authority.
16. The Service Provider shall plan, organize and coordinate with the Nodal officer (Buyer) or designee concerning all aspects to ensure scheduling installation, use of loading docks, and proper and safe placement of all plants and related furnishings.
  17. Service Provider shall coordinate with the Buyer or designee for maintenance and event schedule, so that arrangements may be made for safe ingress and egress by building personnel, parking of vehicles, directing of traffic, delivery of goods, etc. The work shall not interfere with normal, continuous, and safe operation of the building and site where the aforesaid Service is required.
  18. Nothing contained in the specifications shall be interpreted as giving the Service Provider exclusive use of the premises.
  19. The Service Provider shall be responsible for providing all plants, supervision, labor, materials, supplies, warehouse space, tools, equipment and protection materials necessary to perform the plant installation and maintenance to ensure the continued health, appearance and longevity of the displayed plants during the life of the contract.
  20. There are no storage facilities to house tools, maintenance materials or plants.
  21. The Service Provider shall not be responsible for employees' personal plants or flowers.
  22. Following cessation (Completion or end) of contractual services, Service Provider shall remove all plants and plant furnishings/fillers from Authority owned planters at the Service Provider's own cost.
  23. Plant Requirements & Responsibilities:
    1. Service Provider shall develop and maintain a plant master plan to include plant description, quantity, date installed and replacement/rotation schedule. Ultimately plant locations to be determined by the Buyer.
    2. Service Provider shall coordinate with the Buyer or it's designee to review final plant selections, plant furnishing selections, interior plantscape scheme and phased schedule. No plants or plant furnishings may be delivered or installed without first receiving written approval from the Buyer or it's designee on the final selection of particular plant species and/or types, their respective quantity, their location and their respective furnishings.
    3. The Service Provider shall conduct a site survey for each floor to review site conditions and make recommendations to the Authority for planter and plants locations.
    4. Supply, install and remove protective materials at installation locations. Carts used to transport items shall have rubber wheels, be clean, and shall be in safe working condition.
    5. Service Provider shall be responsible for any property damage incurred during the installation including the site, the furniture, or personal property, and repair before invoice submission.
    6. Maintenance shall occur on a regular basis but not less than weekly and shall include those services that ensure the proper health of the plants and encourage growth, good color and adequate root development. Plan should include proposed maintenance plan/schedule.
    7. The Service Provider shall rotate containers as required to properly expose all sides of the plant to sunlight, depending on species, to promote even growth.
    8. All planted areas (planters) shall show no signs of excess dryness at any time. All areas shall be checked for moisture content on a regular basis. Service Provider is responsible for ensuring all areas receive proper water, fertilizer, and pest control application and coverage based on the type of plants provided.
    9. Areas shall be kept free of fallen leaves. The Service Provider will remove all clippings, trimmings, cuttings, trash, excess soil, and debris from floor and planter areas resulting from work or from normal plant leave droppings.
    10. The Service Provider shall furnish all chemicals, including fertilizer and required insecticides necessary to comply with quality requirements. All chemicals shall be approved for suitable interior use in public buildings by Central, State, and local regulation.
    11. The Service Provider is responsible for removing and disposing any contaminated material from the Buyer Premises at their expense.
    12. The Service Provider shall apply fertilizers and trace elements as necessary to maintain healthy and attractive plants.
    13. The Service Provider shall be responsible for correcting and/or replacing damaged plant related furnishings and for plants not in sound horticultural health within (14) calendar days. This includes plants that are damaged, die, or lose their original form due to natural causes, or negligence or improper maintenance by the Service Provider, and such plants shall be replaced in equal kind and size at no expense to the Authority.
    14. The Service Provider shall not be held responsible for replacement of plant materials damaged or killed due to vandalism or extreme environmental conditions beyond the Service Provider's control.
    - 15.

#### 8. Payment Terms

9. The prices quoted by services provider are complete covering all aspects. The quoted price shall be inclusive of all consumables including plants, decorative pots (supplied initially & replaced, as and when required), and disposal, if any of old pots / plants after suitable replenishment etc.
10. In an event that service provider fails to deliver plants or fails to carry out upkeep of supplied plants as per schedule then buyer shall have right to recover damages as per the provisions of the contract.
11. All payments shall be made as per the billing schedule notified in order. The payments shall be processed after deducting relevant penalties / damages as per provisions of the contract.
12. Special Terms & Conditions
13. Service provider shall only supply healthy plants as per details mentioned in order. As and when required, service provider at no additional cost shall replace the plants that go dry.
14. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Service Provider must form plan their own conclusions to meet the Decorative Plant Service requirements.
15. The timeliness & scheduling for 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 job is delayed during delivery inter alia, the Buyer shall be entitled to exercise relevant clause of GTC regarding Termination for Default.
16. Service provider shall carry out regular upkeep and maintenance of supplied plants on regular required interval of time.
17. The contractor shall have right to claim any cost/damage/loss due to theft, fire etc. The damages shall be calculated as per prevailing market prices of damaged article(s).
18. The plants shall be placed as directed by end user department. Placing of plants at the designated place shall be responsibility of the service provider.
19. The cost of all material, cartage, conveyance charges etc. shall be borne by service provider for carrying plants from nursery to office and vice versa.
20. In order to maintain the freshness and health of supplied plants service Provider shall ensure that supplied plants are maintained by professional gardener.
21. Gardener shall visit atleast once in a week or as and when required to carry out upkeep of supplied plants.
22. Penalties for breach of SLA

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach		
				1 Instance	2 Instance	3 Instance
1	Delay in delivery of plants as per schedule mentioned in order	On time	If exceed from stipulated 14 Calendar Days under the Service Provider Obligations of this Agreement	1% of billed value	1.5 % of billed value	5% of billed value
2	Failure to maintain the supplied plants	Zero	NA	1% of billed value	1.5 % of billed value	2% of billed value

3	unhealthy plants found in the pot	Zero	NA	0.5% of billed value	2% of billed value;
4	Cumulative Penalty	Cumulative Penalty shall be capped at 10% of the total contract value.			
*****End of Document*****					

**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.