

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687745954531

अनुबंध तिथि | Contract Generated Date : 14-Jun-2024

<b>संगठन विवरण   Organisation Details</b>		<b>खरीदार विवरण   Buyer Details</b>	
प्रारूप   Type :	State Government	पद   Designation :	Store Keeper
मंत्रालय   Ministry :	-	संपर्क नंबर   Contact No. :	0121-2404850-02
विभाग   Department :	Medical Health and Family Welfare Department Uttar Pradesh	ईमेल आईडी   Email ID :	kau.774370@gov.in
संगठन का नाम   Organisation Name :	N/A	जीएसटीआईएन   GSTIN :	09AAAGD0815R1Z7
कार्यालय क्षेत्र   Office Zone:	District Level	पता   Address :	Ahmad Road, MEERUT, UTTAR PRADESH-250002, India
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b>		<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b>	
आईएफडी सहमति   IFD Concurrence :	No	Role:	BUYER
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval:	SIC	भुगतान का तरीका   Payment Mode:	Offline
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	SIC	पद   Designation :	Store Keeper
		ईमेल आईडी   Email ID :	kau.774370@gov.in
		जीएसटीआईएन   GSTIN :	09AAAGD0815R1Z7
		पता   Address:	Ahmad Road, MEERUT, UTTAR PRADESH-250002, India
<b>परिषेवित विवरण   Consignee Details</b>			
क्र.सं.   S.No	परिषेवित नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description	
1	संपर्क   Contact : 0121-5484025-2 ईमेल आईडी   Email ID : con277.mhfwdup.up@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Ahmad Road, MEERUT, UTTAR PRADESH-250002, India	Refilling of Medical Gases in Cylinders	
<b>सेवा प्रदाता विवरण   Service Provider Details</b>			
जेम विक्रेता आईडी   GeM Seller ID :	FE6B180000426374		
कंपनी का नाम   Company Name :	M/S UNIQUE TRADERS		
संपर्क नंबर   Contact No. :	09412203121		
ईमेल आईडी   Email ID :	ajai_unique@yahoo.com		
पता   Address :	10,,Vandana Complex,,Suraj Kund Road, Meerut, Uttar Pradesh-250001, -		
एमएसएमई पंजीकरण संख्या   MSME Registration number :	udyam-up-56-0004801		
एमएसई सामाजिक श्रेणी   MSE Social Category :	General		
एमएसई लिंग श्रेणी   MSE Gender :	Male		
जीएसटीआईएन   GSTIN:	09ACCPG9383Q1ZS (B) , (R)		
<b>*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Buyer</b>			
<b>सेवा विवरण   Service Details</b>			
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 16-Jun-2024		सेवा समाप्ति तिथि   Service End Date : 31-Mar-2025	
श्रेणी नाम   Category Name : Refilling of Medical Gases in Cylinders			
बिलिंग चक्र   Billing Cycle: weekly			
विवरण   Description		Number of Cylinders	Rate per cylinder
Medical Gases	Compressed Medical Oxygen (CMO)	500	345
Type of Cylinder	B		
कुल राशि (सूत्र)   Total Amount (Formula) : (Rate per cylinder*Number of Cylinders)			
एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			172500
कुल एडऑन मूल्य   Total Addon Value(INR)			0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			172500.00
<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)			172500
<b>एसएलए विवरण   SLA Details</b>			

## SERVICES STC

### STC FOR REFILLING OF MEDICAL GASES

#### **1. Preamble**

This Agreement represents the Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the buyer and Service provider. The purpose of this agreement is to facilitate the **refilling of medical gases in the approved cylinder, transportation of filled cylinders to buyers premises and take by empty cylinders from the buyers premises for re-filling and vica versa (Services)** at the buyer's premises or any other premises designated by buyer.

This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services 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.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

- i. General terms and conditions for Services;
- ii. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
- iii. BID / Reverse Auction specific ATC.
- iv. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which 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. The service will be provided in bid only mode.

#### **2. Objectives and Goals**

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

- i. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- ii. Present a clear, concise and measurable description of services offered to the buyer
- iii. 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
- iv. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons
- v. 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.

#### **3. Parties to the Agreement**

The main stakeholders associated with this agreement are below-

- i. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- ii. **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

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 have read and understood the same before signing the document.

#### **4. Scope of Service**

- i. The bidder should be a manufacturer of medical gases i.e. Medical oxygen IP, Nitrous oxide and should have valid manufacturing license issued from the state drug controller as per the provisions of The Drug and Cosmetic Act 1940 and rules there under (as amended). Attested copies of the licenses must be uploaded/ submitted during the bid.
- ii. The bidder should hold valid manufacturing licenses for medical gases.
- iii. The bidder should also have proper arrangement for the testing and repairing of the following types of cylinders required from time to time. The rates quoted for refilling of the cylinders should also include the necessary repairs, of cylinders during the contract period.

D - TYPE O2 Cylinders

D - TYPE N2O Cylinders

B - TYPE O2 Cylinders

A - TYPE O2 Cylinders

A - TYPE N2O Cylinders

AA- TYPE CO2 Cylinders

AAA-TYPE CO2 Cylinders

- iv. The bidder who have more than one manufacturing facilities in order to keep steady supply of medical gases will be preferred.
- v. The bidder should also keep in mind while submitting the bid that no extra charges payable towards to and fro transport of re-filled and empty cylinders during the contract period, I,e the rates quoted by the bidder should be inclusive of the freight of re-filled cylinders from the manufacturing/filling station to the client site and also the freight charges of the empty cylinders from the client site to the filling station.
- vi. The bidder should have adequate and efficient transport for supplying of medical gases. Failure or delay in supply of life saving medical gases shall result in financial penalty and any other levies as decided by Medical Superintendent.
- vii. The bidder should ensure that all cylinders should be tested and specified for filling of medical gases BIS STD to be added.
- viii. The bidder facility for regular testing and certification of cylinder/LMO for tare weight, hydraulic pressure test etc. as per norms for compressed gas cylinders under explosives act 1981, expenditure will be borne by company.
- ix. The bidder should ensure for routine check, maintenance, demonstration of functioning of LMO and preventive measures to be adopted in case of emergency to the

technical staff of the Hospital at their own cost.

- x. Please also note that the successful bidders would be bound to supply the gases even after completion of tenure on tender rates, terms and condition till the next tender/fresh arrangement is finalized.
- xi. The bidder should ensure that they have the compliance of Rule 3 of the Gas Cylinder Rules, 2004 and obtain necessary filling permission from the Chief Controller of Explosives under Rule 45 while supplying the cylinders for filling of compressed cryogenic gases, if required.
- xii. The bidder is bound to supply the store/manifold room during the validity of bid at the approved rates.

#### **5. Service Provider's Obligations**

- i. Every cylinder/ storage tank should have a ring with all desired details of cylinder and mention of due date for testing, as per BOC guidelines
- ii. The bidder should have a CCE approved test facility (documentary proof to be uploaded)
- iii. All cylinders/tank supplied by the firm must strictly meet all regulatory requirements including filling norm as per latest rules of BOC.
- iv. As per Gas cylinder rules 1981 and rules made thereafter as amended from time to time, the firm should give an undertaking that they are legally bound to supply the items which have been quoted in the tender as per the latest rule laid by the governing authority, failing which they will be liable to action as deemed fit.
- v. The bidder has to ensure compliance of Rule 3 of gas cylinder Rules, 2004 and timely obtain necessary filling permission from CCE under Rule 45, while supplying the cylinder for filling of gases, if required.

#### **6. Buyer's Obligations**

- i. Buyer must immediately depute one team member for smooth coordination with the service provider.
- ii. Buyer to calculate their requirement **refilling of medical gases in the approved cylinder, transportation of filled cylinders to buyers premises and take by empty cylinders from the buyers premises for re-filling** approx for a week and intimate the Service Provider.
- iii. Buyer to ensure that all the invoices submitted by the service provider are cleared and timely payments be made as per the terms and conditions of the contract.

#### **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. Service Tracking**

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

#### **Logbook**

- i. The service provider shall maintain registers and checklists for each activity on a Job Card, duly signed by the buyer's representative. Service provider shall also submit a duly signed comprehensive report every month, detailing the services performed during the month.
- ii. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
- iii. Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time limit. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by service provider shall be deemed as accepted
- iv. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

#### **8. Penalties**

- i. The Re-filled Medical Oxygen Cylinders and Medical grade carbon dioxide will have to be returned to the store within 2 days of Supply Order, otherwise a late penalty of 2% per day of the total amount will be imposed & the amount will be deducted from firm's any Bill or Security Deposit without notice.
- ii. The Re-filled Nitrous Oxide Cylinders will have to be returned to the store within 3 days of the receipt of the Supply Order, Otherwise a late penalty of 4% per week will be imposed & the amount will be deducted from firm's any Bill or Security Deposit without notice.
- iii. In case if the supplier fails to supply the medical gas as per demand and as and when required the order will be liable to be cancelled and the security money/earnest money whichever is available at that time will be forfeited. The stores will be purchased from other sources or second lowest and extra expenditure incurred if any will be recoverable from the default supplier.

#### **9. Payment Terms**

This section provides details about the terms and conditions of payment towards the services; it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

#### **Payment Condition**

- i. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
- ii. No advance payment shall be made to the Service Provider.
- iii. The price quoted shall cover all aspects of service delivery which includes Payment Condition
- iv. The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
- v. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
- i. All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
- ii. The cost of the Contract shall be valid for initial contract period. No price escalation, shall be entertained by the Buyer during the period.

#### **Payment Cycle**

- i. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
- ii. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

Payment Process

- i. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- ii. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.

Payment calculation would be as below:

Payment = Rate per cylinder\*Number of Cylinders

10. Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

- 1. **Amendment in statutory variations:** All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- 2. **Variation of the Contract as per both parties' consent:** Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following; however, the variation put together shall not reduce or exceed 25% of contract value:

11. Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

- i. **Mutual consent:** The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- ii. **Breach of contractual obligations:** Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- iii. **Breach of SLAs :** The contract may also be terminated if i)the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

ईपीबीजी विवरण | ePBG Detail

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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.