

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687710363159

अनुबंध तिथि | Contract Generated Date : 12-Jul-2024

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Autonomous मंत्रालय Ministry : Ministry of Education विभाग Department : Department of School Education and Literacy संगठन का नाम Organisation Name : KENDRIYA VIDYALAYA SANGATHAN कार्यालय क्षेत्र Office Zone: KENDRIYA VIDYALAYA ALIGANJ LUCKNOW	पद Designation : SSA संपर्क नंबर Contact No. : 0522-4109130-404965 ईमेल आईडी Email ID : mahesh.joshi20@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA ALIGANJ, LUCKNOW, UTTAR PRADESH-226024, 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: PRINCIPAL वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : PRINCIPAL	Role: BUYER भुगतान का तरीका Payment Mode: Offline पद Designation : SSA ईमेल आईडी Email ID : mahesh.joshi20@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address: KENDRIYA VIDYALAYA ALIGANJ, Lucknow, UTTAR PRADESH-226024, India

परेषिती विवरण Consignee Details		
क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 0522-4109130-404965 ईमेल आईडी Email ID : mahesh.joshi20@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA ALIGANJ, LUCKNOW, UTTAR PRADESH-226024, India	Tentage Service

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : YPIX230008837653 कंपनी का नाम Company Name : M/S MAA ANNPURNA TENT & CATERERS संपर्क नंबर Contact No. : 07355367953 ईमेल आईडी Email ID : vanshikagupta903@gmail.com पता Address : JANKIPURAM VISTAR,shop no LGF,Sitapur Road,JANKIPURAM, Lucknow, UTTAR PRADESH-226021, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 09ALLPG7592B1ZW (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 दिनांक (नवीनतम) Service Start Date (latest by): 21-Jul-2024	सेवा समाप्ति तिथि Service End Date : 23-Jul-2024

श्रेणी नाम Category Name : Tentage Service
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बिलिंग चक्र | Billing Cycle: weekly

विवरण Description	Total Sq feet for tentage	Price per tent per Sq. Feet per day	
Tents & Canopies	2,000	6	
Water Proof Pandal with Pipe Structure			
Number of Service Days Required during contract Duration			3
Number of Tables with Frills			40
Area of Side Wall / View Cutter			1,000
Number of Covers			40
Number of Ceiling Fan			6
Area of Mattresses Cover			240
Number of Pillow			240
Area of Deluxe Carpet			800
Number of Dunlop Chair with cover			50
Number of Plastic Chair			100
Area of Coir Matting	1,500		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Price per tent per Sq. Feet per day*Total Sq feet for tentage*Number of Service Days Required during contract Duration)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	36000
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विवरण जोड़े | Add On Description

Covers	40
एडऑन मूल्य Addon Value (Addon Price*Number of Covers*Number of Service Days Required during contract Duration)	4800
Pillow	10
एडऑन मूल्य Addon Value (Addon Price*Number of Pillow*Number of Service Days Required during contract Duration)	7200
Coir Matting	4
एडऑन मूल्य Addon Value (Addon Price*Area of Coir Matting*Number of Service Days Required during contract Duration)	18000
Deluxe Carpet	6
एडऑन मूल्य Addon Value (Addon Price*Area of Deluxe Carpet*Number of Service Days Required during contract Duration)	14400
Tables with Frills	70
एडऑन मूल्य Addon Value (Addon Price*Number of Tables with Frills*Number of Service Days Required during contract Duration)	8400
Dunlop Chair	20
एडऑन मूल्य Addon Value (Addon Price*Number of Dunlop Chair with cover*Number of Service Days Required during contract Duration)	3000
Plastic Chair	10
एडऑन मूल्य Addon Value (Addon Price*Number of Plastic Chair*Number of Service Days Required during contract Duration)	3000
Ceiling Fan	200
एडऑन मूल्य Addon Value (Addon Price*Number of Ceiling Fan*Number of Service Days Required during contract Duration)	3600
Side Wall / View Cutter	3
एडऑन मूल्य Addon Value (Addon Price*Area of Side Wall / View Cutter*Number of Service Days Required during contract Duration)	9000
Mattresses	40
एडऑन मूल्य Addon Value (Addon Price*Area of Mattresses Cover*Number of Service Days Required during contract Duration)	28800
कुल एडऑन मूल्य Total Addon Value(INR)	100200
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	136200.00
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	136200

एसएलए विवरण | SLA Details

Special Terms and Conditions

for

Tentage Service

1. Agreement Overview

This Agreement represents a Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer and Service Provider. The purpose of this agreement is to rendering implementation of Tentage Service from the Buyer's premises, or any other premises designated by Buyer. This Agreement outlines the scope of work, obligations of both Buyer and Service Provider, 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:

1. General terms and conditions for Services;
2. Service Specific STC of the Services Contracts shall include the Service Level Agreement (SLA) for the service;
3. BID / Reverse Auction specific ATC.

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.

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:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties.
2. Present a clear, concise and measurable description of services offered to the Buyer.
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.
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

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 Agreement

The main stakeholders associated with this agreement are below-

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

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions 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 Services

The scope for selecting a Tentage Service Provider to provide or facilitate tent needs for special events & programs Contracted by Buyer (as per Buyer's requirement) in selected locations or geographical locations across the country.

Select a Tentage Service Provider to achieve the following:

Successful completion of assigned tasks related to Tentage Service as per the agreed terms and condition(s);

1. Timeliness & scheduling product delivery and services thereby meeting the need of events;
2. Quality products & services.
3. Selected Service Provider will coordinate with the Buyer to provide the requisite size of tents, colour of carpet and mats, the exact requirement of the intended item etc. as covered in the service parameter.

5. Terms and Conditions

5.1 Buyers Obligations

1. Buyer shall inform the selected Service Provider well in advance regarding the venue & date of events for which tenting service would be required.
2. Buyer shall allow the Service Provider to visit the venue and provide requisite gate pass or any other formalities in case he desired so.
3. The Buyer should provide the necessary land and other facilities like electricity (in case generator has not been demanded), water, any further logistics desired and mutually acceptable to Buyer and Service Provider, etc for the successful delivery of service.
4. The Buyer shall not be responsible for the loss and damage of the products delivered while the usage of those items/material during the event.
5. **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."

5.2 Service Provider Obligations

1. The Service Provider shall not transfer or assign or sublet any part of the service once agreed directly or indirectly to any person, firm or corporation whatsoever.
2. The Service Provider should cater to the requirements of Tentage Service meeting the specifications for the successful delivery of the said service to the Buyer at the desired location.
3. The Service Provider must be able to deliver and construct/install complete tentage prior to the scheduled events at the selected locations.
4. The Service Provider must dismantle and remove all Tentage after the event is over within a period of 5 days at his own cost.
5. All the tents and other materials provided to the Buyer should be properly cleaned, maintained and in working condition.
6. The Service Provider is held responsible for any damages incurred to the Buyer's property caused due to wrong installation practices.
7. Service Provider should have the valid electrical license issued by the Electricity Authority of concerned States/UTs for the safety of human lives. However, the Service Providers may be allowed to get the electrical work carried out through a licensed Electrical Contractor registered with the Electricity Authority of States/UTs. However, at the time of the bidding services provider will have to upload a copy of valid Contractual agreement between the Service Provider and registered electrical Contractor.
8. The Service Provider should safeguard the Government property and in case of damage/loss, the same shall be recoverable from the Service Provider in any form as decided by Buyer. The Service Provider shall keep a watch and ward on the articles /equipment supplied by them at their own cost and in case of any loss / damage caused by natural or unnatural incidences, the Buyer shall not be responsible for the same. Besides, the Buyer department shall not be responsible for any casualty to the Labour/staff of the Contract working at the function/event locations. The Service Provider shall make his/her/their own arrangements for the insurance of the articles/equipment / human life & health etc. at his/her/their own cost and the Buyer shall not bear any liability, in case of any natural or unnatural incident/accident.
9. The Tentage Service Provider shall be solely responsible for using the electric items/wire as per the safety norms of electrical division of the Labour Department/ concerned department and the Tentage items as per the norms fixed by the Fire Department. The Service Provider who erects the tents shall have to obtain certificate from the Fire Department and the Electricity Authority of concerned States/UTs for the safety of human lives.
10. In accordance with the guidelines of the concerned State Fire Service Department, the Service Provider have to install/place adequate fire fighting equipment at the camp locations and a certificate in this regard shall have to be furnished to the Buyer after obtaining the same from the area fire officer one day before the occupancy.
11. The Service Provider has to make provisions for the emergency exit for camp- inmates to use the same in case of any eventuality in accordance with the instructions/directions of concerned state police and other civic agencies.
12. It shall be the responsibility of the Service Provider food, water and lodging arrangement for his labor working at the camp locations at his own cost.
13. If the material/services supplied are found to be sub-standard, the Service Provider shall be bound to replace the same with the standard material at his own cost, risk, and responsibility. The necessary deduction will be imposed.
14. Services Provider should confirm that DG set to meet the requirements of Environmental (Protection) rules 1986 as laid down by Ministry of Environment and Forest read with GSR

371(E) dated 17.05.2002, GSR 520(E) dated 01.07.2003, GSR 448(E) dated 12.07.2004, GSR 771(E) dated 11.12.2013 & GSR 232 (E) dated 31.03.2014 in respect of emission norms for engine & noise norms for DG Sets. The latest amendments to above GSRs shall be applicable as and when amended by the Ministry of Environment and Forest.

5.3 Other Terms & Conditions (If Applicable)

1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Service Provider shall be responsible for planning and execution of the services as expected to meet the tenting requirements.
2. The timeliness & scheduling 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 and power to exercise relevant clause of GTC regarding Termination on account of Default.

6. Payment Terms and Conditions

6.1 Payment shall be made once the Service Provider submits the invoice online on GeM alongwith other relevant documents and after generation of Service Delivery Acceptance Certificate (SDAC) by consignee for the submitted invoice.

6.2 All deductions (if applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only and in no circumstance cash/ cheque payment will be made.

7. Deductions / LD

The maximum cumulative deduction on all the occasions put together shall not exceed 10% of the Contract value and exceeding the limit is liable for termination of the Contract.

S.No.	Description	Deduction (in %age of Contract value)
1.	Delay in deliverables (minimum 24hr before the event)	Forfeiture of PBG and administrative action as per GeM Incident Management Policy.
2.	Short fall in deliverables	2% and payment for the shortfall in quantity will also be deducted.
3.	The material/services supplied is found to be sub-standard	2% and the Service Provider shall also be bound to replace the substandard material with the standard material.
4.	In case of sub-Contracting or outsourcing of the Contract, in part or whole.	Termination of Contract

8. Amendment to Contract

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

8.1 Amendment of the Contract after event of Force Majeure: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause).In case of occurrence of such event which has affected either party directly to perform the agreed services, the Contract can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

8.2 Amendment in statutory variations: All statutory variations leading to increase in the cost of the Contract will be debited to the Buyer accounts.

9. 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:

9.1 Mutual consent: The Contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

9.2 Breach of Contractual obligations: 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.

9.3 Breach of SLAs: The Contract may also be terminated by the Buyer if the cumulative deductions rise to 10% of the Contract value.

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

10. Service Formula

Payment calculation would be as below:

Total Cost = Price per tent per square feet per day * Total square feet for tentage * Number of Service days required

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.