

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687716583974

अनुबंध तिथि | Contract Generated Date : 29-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4783847](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्ररूप Type : Central Autonomous</p> <p>मंत्रालय Ministry : Ministry of Education</p> <p>विभाग Department : Department of School Education and Literacy</p> <p>संगठन का नाम Organisation Name : KENDRIYA VIDYALAYA SANGATHAN</p> <p>कार्यालय क्षेत्र Office Zone: Head Quarters, New Delhi</p>	<p>पद Designation : Section Officer</p> <p>संपर्क नंबर Contact No. : 011-26521841-</p> <p>ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, India</p>

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
<p>आईएफडी सहमति IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Joint Commissioner (Admn-I)</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Joint Commissioner (Admn-I)</p>	<p>Role: PAO</p> <p>भुगतान का तरीका Payment Mode: Internet Banking</p> <p>पद Designation : JOINT COMMISSIONER Fin</p> <p>ईमेल आईडी Email ID : jcfinkvs-mhrd@gov.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address: KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India</p>

परिषेती विवरण Consignee Details		
क्र.सं. S.No	परिषेती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 011-26521841- ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, India	ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - Potable Water Purification System Reverse Osmosis Or UV Based; 3 to 5; PACKAGE-5 : Water purifier and conditioning system maintenance involving basic servicing, ..

सेवा प्रदाता विवरण Service Provider Details
<p>जेम विक्रेता आईडी GeM Seller ID : 3CA0190000887463</p> <p>कंपनी का नाम Company Name : NIKUNJ ENTERPRISES</p> <p>संपर्क नंबर Contact No. : 09999566379</p> <p>ईमेल आईडी Email ID : nikunj.enterprises07@gmail.com</p> <p>पता Address : House No. 384, STREET NO. 12, Village Gopalpur, North West delhi, DELHI-110009, -</p> <p>एमएसएमई सत्यापित MSME verified : Yes</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-05-0000942</p> <p>एमएसई सामाजिक श्रेणी MSE Social Category : General</p> <p>एमएसई लिंग श्रेणी MSE Gender : Female</p> <p>जीएसटीआईएन GSTIN: 07BXHPG4345M1Z7 (B) , (R) , (M) , (M)</p>

*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): 05-Jun-2024

सेवा समाप्ति तिथि | Service End Date : 04-Jun-2026

श्रेणी नाम | Category Name : ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2)

बिलिंग चक्र Billing Cycle: quarterly			
विवरण Description		Quantity	Annual Maintenance cost per water purification and conditioning system
Zipcode	NA	7	6000
Vintage of water purification / conditioning System covered under the service (Yearly)	3 to 5		
District	NA		
Annual maintenance contract (AMC) for kind of water purification/ conditioning System Category	Potable Water Purification System Reverse Osmosis Or UV Based		
Type of AMC Package	PACKAGE-5 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump and compressor		

कुल राशि (रु) | Total Amount (Formula) :

(Annual Maintenance cost per water purification and conditioning system*Quantity* Contract Period/365)	
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	84000
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	84000
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	84000
एसएलए विवरण SLA Details	
<p>SERVICE STC</p> <p>SPECIAL TERMS AND CONDITIONS</p> <p>FOR ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM</p> <p>1. PREAMBLE:</p> <p>All Annual Maintenance Contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none">General terms and conditions for Goods and Services;Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service for a product;BID / Reverse Auction specific ATC (if applicable) <ol style="list-style-type: none">The above terms and conditions are in reverse order of precedence i.e. Bid / RA Specific ATC shall supersede the Service Specific STC and GTC and Service Specific STC shall supersede over the GTC, only in case of any conflicting provisions.The above set of conditions along with Scope of service including price as enumerated in the Contract Document shall be construed to be part of the contract. <p>2. Agreement Overview</p> <p>This Agreement represents a Special Terms and Condition and also includes the specific Service Level Agreement (“SLA”) between the Buyer and the Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder’s Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.</p> <p>3. 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 maintenance service to buyer by service provider.</p> <p>The goals of this Agreement are to:</p> <ol style="list-style-type: none">Provide clear reference to service ownership, accountability, roles and/or responsibilities.Present a clear, concise and measurable description of service provision to the customer.Depict Terms and Conditions of the service for all the involved stakeholders. <p>To ensure that all stakeholders understand the consequences in case of termination of services due to any of the stated reasons, violations of service level agreement</p> <p>The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.</p> <p>4. Stakeholders</p> <p>Following are the stakeholders associated with this agreement:</p> <ul style="list-style-type: none">Buyer / Consignee·Service Provider or Annual Maintenance Contract Service Provider <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.</p> <p>5. Scope of the services</p> <p>The maintenance involved shall be as per the packages specified. The scope of Annual Comprehensive Maintenance (AMC) Service covers upkeep and smooth working of the equipment within the premises of user department as per laid down SLA and any other provisions contained in the contract .The AMC services shall consist/ inclusive of the following:</p> <ol style="list-style-type: none">Preventive Maintenance Service (PMS)Comprehensive Maintenance ServicesBreak Down Services/Repair (BDS) <p>5.1 Preventive Maintenance Service (PMS)</p> <p>AMC service provider shall carry out preventive maintenance Services (PMS) on monthly basis and shall plan, as per schedule of quantities, such that maintenance is carried out at users/consignee location for equipments covered in the AMC. PMS will be done once in every month during currency of the contract. A separate logbook should be maintained to record the preventive maintenance carried out for equipment. The AMC service provider must submit the preventive maintenance report along with satisfactory service report from the user to designated authority / nodal officer of buyer for record and SLA compliance.</p> <p>5.2 Comprehensive Maintenance Services</p> <p>The scope of comprehensive maintenance covers upkeep and smooth working of the equipment/system within the premises of the user department as per laid down SLA, Package and other provisions covered in the contract. Service provider should carry out the comprehensive maintenance once in a year (preferably with in first quarter of award of contract) through trained, experienced and competent service engineer and as per benchmarked maintenance practices / OEM manuals. Continuous efforts should be made by</p>	

service provider to minimise the down time of the water purifier as a part of the duties of the service provider agency. The service provider shall ensure the equipments/systems covered under the contract are maintained at optimum operating levels.

5.3 Break Down Services/Repair (BDS)

It shall be the responsibility of the service provider to ensure that as soon as a break down occurs immediately service engineers are deputed for carrying out the repairs and make the equipments/systems, covered under contract, in working conditions. Service provider should have adequate stock of required parts and spares which may need to be replaced. Service provider is expected to ensure that up time as prescribed in the SLA is maintained

6. Different Types Of Packages Offered Under AMC

The AMC services offering shall be in terms of different packages depending on coverage of basic servicing ,filters ,Membranes ,electrical parts etc. The details are as indicated below

1. PACKAGE-1 : Water purifier and conditioning system maintenance involving basic servicing

This package (Package-1) will cover visits by service engineer to carryout periodic maintenance of the equipment/ systems covered under the contract. It is suitable for equipments such as water coolers, gravity water filters, water dispensers etc where periodic change of filters etc as consumable are not required. In unforeseen condition, if any major components (pump/compressor) failure occurs during the currency of AMC, the service provider shall replace it on extra charge. Buyer shall decide themselves the reasonability of the extra charges for such unforeseen failures.

1. PACKAGE-2 : Water purifier and conditioning system maintenance involving basic servicing with maintenance of filters

This package (Package-2) will cover periodic change of filters and activated carbon etc as consumable and visits by service engineer to carryout maintenance service of the equipment covered under the contract. It is suitable for equipments such as Potable water purifiers with/without water coolers, RO water purifiers, water ATM etc where periodic change of filters and activated carbon etc as consumable are required. In unforeseen condition, if any major components (membrane/pump/compressor) failure occurs during the currency of AMC, the service provider shall replace it on extra charge. Buyer shall decide themselves the reasonability of the extra charges for such unforeseen failures

1. PACKAGE-3 : Water purifier and conditioning system maintenance involving basic servicing plus maintenance of filters and and membrane

This package (Package-3) will cover periodic change of filters, membrane/UV tube and activated carbon etc as consumable and visits by service engineer to carryout maintenance service of the equipment covered under the contract. It is suitable for equipments such as higher capacity RO/UV/UF/NF water purifiers, water ATM etc where periodic change of filters, membrane, UV lamps etc as consumable are required. In unforeseen condition, if any major components (pump/compressor) failure occurs during the currency of AMC, the service provider shall replace it on extra charge. Buyer shall decide themselves the reasonability of the extra charges for such unforeseen failures

1. PACKAGE-4 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump

This package (Package-4) will cover periodic change of filters, membrane/UV tube and activated carbon etc as consumable and visits by service engineer to carryout maintenance service of the equipment covered under the contract. It is suitable for equipments such as higher capacity RO/UV/UF/NF water purifiers, water ATM etc where periodic change of filters, membrane, UV lamps etc as consumable are required. Further it also covers components (components in the water line) such as pump etc. However components other than water line such as compressor and other electrical parts failure occurs during the currency of AMC, the service provider shall replace it on extra charge. Buyer shall decide themselves the reasonability of the extra charges for such unforeseen failures

1. PACKAGE-5 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump and compressor

This package (Package-5) will cover periodic change of filters, membrane/UV tube and activated carbon etc as consumable and visits by service engineer to carryout maintenance service of the equipment covered under the contract. It is suitable for equipments such as higher capacity RO/UV/UF/NF water purifiers, water ATM, Electro De-ion based water purifiers etc where periodic change of filters, membrane, UV lamps, etc as consumable are required. Further it also covers all electrical parts and accessories/ components such as pump, compressor, Electro De-ion Module etc. without any extra cost.

NOTE (1) : The AMC service order shall indicate the relevant package as ordered by the buyer and AMC holder shall accordingly render the services

7. Buyer Obligations

1. Buyer should provide the details such as model numbers of equipments/ system etc for information to the prospective service provider at the time of bidding. The details shall include all the **WATER PURIFICATION AND CONDITIONING SYSTEMS including its** integral/ essential part and accessories of the System to be covered under the scope of the contract while bidding for the services. Further on entering the contract may provide spare parts list, cat part ID etc as available with them to the service provider for effective service rendering. Service provider shall also have knowledge regarding spare parts and part list numbers etc for the equipments for which they are offering the services.
2. Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination.
3. Buyer Department shall ensure that the Service Provider or its authorized personnel gets the required access to location/areas/rooms for providing the services as per contract.
4. Buyer should also indicate details of any previous break downs and repairs made on the equipment at start of the AMC services to the successful service provider.
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."

8. Service Provider Obligations

1. Service provider should maintain register indicating details of equipment/Equipments being maintained and details of rooms/place where they are placed. In case any equipments shifted during tenure of the contract with in same location the change details are also to be kept on record/registers. Such shifting within the same location shall be done under supervision of the AMC service provider and buyer department should ensure that information is given to service provider and they are also associated. However cost of such shifting shall not be responsibility of service provider
2. Service Provider should depute trained and technically competent service engineer / engineers at users premises to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Service provider should have facility to enable user department to register complaints through call centre or through website or email. In case of several equipments involved service provider can also consider maintaining a help desk in premises of consignee. Proper record of the complaints should be maintained by the AMC call centre/office/Support Engineer /help desk at each consignee location / user premises.
4. Service Provider should ensure availability of suitable instruments / tools for their service engineer to examine and repair the equipment. Any cleaning solution or chemical required also to be made available to service engineer
5. Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment

- got repaired or replaced, with its proper model number and necessary details.
6. The Service Provider must fulfil the requirement of number of maintenance services.
 7. Service provider shall maintain the confidentiality of any information related to the equipments under AMC . Service provider will be required to take appropriate actions in respect of personnel engaged to ensure the obligations of non-use and non-disclosure of confidential information.
 8. Service provider shall ensure strict compliance of scope of services as per package offered by them and specified in the order
 9. Replacement of filters, membranes and other parts shall be under responsibility of service provider as specified in relevant package. The replacements are to be effected as per requirements specified in OEM Manual.

9. Special Terms and Conditions

1. Service provider shall have experience in repair and maintenance services
2. Water purifier is to be checked for ensuring output water TDS level within permissible limits as per specification the equipment during monthly preventive maintenance visits.
3. The comprehensive maintenance includes preventive maintenance on monthly basis and regular services of the various equipment and/or replacement of any items necessary for keeping the purifier in active working condition and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.
4. The user Departments shall provide details of Equipment Quantity, Location, Invoice Date/ vintage , Brief Problems of Machine (if any), to enable the service provider to prepare the maintenance work.
5. Service Provider, as per need and requirement of the contract fulfilment, shall ensure appropriate deployment of the manpower.
6. Repair should be conducted as per standard accepted guidelines for the water purifier repair and as per OEM manual .The parts/components/sub-assemblies used for repair/replacement by the service provider will be of same make and functional capability as originally available in the PURIFIER . All types of spares, consumables and accessories shall be available with the service provider for equipments covered under the contract. An undertaking is required to be submitted to this effect at start of AMC services.
7. The new parts when to be fitted is to be verified before fitting to equipments .The removed part is to be handed over to user department .In case service provider notice any part is missing same to be brought to notice of buyer department or otherwise responsibility shall be of service provider Service provider shall ensure that only original parts of same make/brand are used for replacement
8. Escalation matrix and name of persons coordinating AMC jobs to be submitted to buyer after AMC is awarded. Service provider shall make sure that equipment under AMC are in working conditions in users' premises. The service provider shall provide service support as and when required during the AMC period without any extra cost
9. Immediately on award of the service contract, the service provider would give a report regarding taking over of the water purifier . It shall be the responsibility of the service provider to make the water purifier work satisfactorily throughout the contract period, also to hand over the water purifier to the department in working condition on expiry of the contract. In case any damage in the same is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.
10. All the consumable articles / parts such as material required for cleaning repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The spares and accessories shall be of standard quality .The spares and accessories shall be compatible with purifier and according to specification provided by the manufacturer and with best quality
11. In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses
12. The comprehensive maintenance/ annual maintenance shall be carried out primarily at the premises as specified in the service order, during office hours. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk to get it repaired promptly. While taking out the equipment Gate pass to be obtained from the Buyer/nodal officer.
13. After carrying out repair when required certificate regarding equipment working should be obtained from concerned user department representative
14. In case the Service Provider fails in adhering to the maintenance requirements, and Buyer made alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements
15. A preventive periodic maintenance report shall be submitted by the service provider to the buyer organization nodal officer
16. Service provider to give guarantee for the replaced part as per OEM warranty or at least 6 months if not covered in OEM warranty .Service provider is to ensure that only original part of same model/brand are used for replacement .In case of replacement of parts are not covered as per the package applicable service provider shall ensure that rates charged are not more than OEM rates.
17. Response Time Ordinarily a complaint must be attended within 24 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 72 hours of lodging . In case the system is not repaired, or an alternative system not supplied within the period of 72 hours from the time of failure reported, then the buyer may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the service provider.
18. **System Uptime** : Service provider shall ensure that equipment is maintained and in case of any reported fault shall be repaired without any delay. The total uptime of the equipment should be 95% of the period covered in the AMC.
19. AMC Service provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the buyer department. In case of any misconduct penalties as indicated in the SLA shall be levied and service provider shall be required to terminate the resource with immediate effect.
20. The service provider shall provide proper identification cards for the resources and uniform etc so that the only authorized service persons are attending to the servicing and repair work. The details of resources who shall be used for carrying out work should be informed in advance to maximum extent possible
21. In case resources employed by service provider resort to any theft the cost of the article shall be recoverable from the service provider in addition to any other criminal action against the resource
22. The resources used by service provider to carry out maintenance shall be on rolls of service provider and shall have no claim whatsoever for any benefits from the buyer department. Service provider shall be responsible for complying with any applicable minimum wages and other statutory compliances

10. Payment Terms

1. The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after deducting penalty amount, if any.
2. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

11. Breach of Contract And Termination

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

1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer by providing reasonable notice period as per the term of the contract or minimum of 30days. 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.
2. 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. The Service Provider shall have the right to terminate the contract without any liability to the Buyer if the Buyer fails to make payments to the Service Provider as per the payment scheduled agreed in the Contract.

12. Breach of SLAs:

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, Committing fraud etc will be considered as a major default and the contract will be cancelled immediately without giving any further notice

1. Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 72 Hrs
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other local service provider / local technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount.
3. Penalty will be imposed in case of failure to meet the SPECIFIED Uptime
4. The cumulative penalty cannot exceed 10% of the contract value for that period. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

Sl. No	Service Level Agreement	Base Line Performance	First default	Second default	Third default and subsequent defaults
1	Delay in starting the AMC Services	AMC services to start within maximum 2 weeks	Termination of contract		
2	Log sheet Maintenance	Log sheet to be maintained Per Visit / per maintenance arising on call	Warning to be given	Rs 250	Rs 500
3	Delay in carrying out Preventive maintenance as per schedule	To be carried out as per intervals applicable	0.5 % of billed amount for every day delay		
4	Delay in carrying out repairs where no spare part change is involved	24 hours of reporting	1 % of billing amount for the quarter for every one day delay	2% of billing amount for quarter for every one day delay	3% of billing amount per quarter for every one day delay
5	Delay in carrying out repair in where change of spare part is involved	should be resolved within 72 hours of lodging	2 % of billing amount for the quarter for every one day delay	3 % of billing amount for quarter for every one day delay	5 % of billing amount per quarter for every one day delay
6	Non provision of proper identity card to resources employed by service provider or non display of identity card	Should be provided	Rs 500	RRs 750	Rs 1000 for 3 rd and subsequent default
7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with or employees of buyer organisation or other employees of service provider	No such occasion should happen	Rs 1000 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization
8	Substandard parts /Non OEM parts are used while undertaking replacement	No such occasion should happen	Immediate replacement with genuine and quality parts with penalty of Rs 1000	Immediate replacement with genuine and quality parts with penalty of Rs 2500	Cancellation of the contract

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Detailed description such as Model, Brand , capacities, associated accessories etc, of the assets to be covered under the AMC : blue star
2. Other buyer specific requirements and details : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)

ईपीबीजी विवरण | ePBG Detail

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

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

2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.3 Service & Support:

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.

2.4 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.5 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

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

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

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687703245469

अनुबंध तिथि | Contract Generated Date : 18-Nov-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5414803](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्ररूप Type : Central Autonomous</p> <p>मंत्रालय Ministry : Ministry of Education</p> <p>विभाग Department : Department of School Education and Literacy</p> <p>संगठन का नाम Organisation Name : KENDRIYA VIDYALAYA SANGATHAN</p> <p>कार्यालय क्षेत्र Office Zone: Head Quarters, New Delhi</p>	<p>पद Designation : Section Officer</p> <p>संपर्क नंबर Contact No. : 011-26521841-</p> <p>ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India</p>

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
<p>आईएफडी सहमति IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Joint Commissioner (Acad.)</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Joint Commissioner (Acad.)</p>	<p>Role: PAO</p> <p>भुगतान का तरीका Payment Mode: Internet Banking</p> <p>पद Designation : JOINT COMMISSIONER Fin</p> <p>ईमेल आईडी Email ID : jcfinkvs-mhrd@gov.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address: KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India</p>

परिषेती विवरण Consignee Details		
क्र.सं. S.No	परिषेती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 011-26521841- ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India	Pest and Animal Control Service - Maintenance Contract; 1 month; Rodent Control

सेवा प्रदाता विवरण Service Provider Details
<p>जेम विक्रेता आईडी GeM Seller ID : 6EG6210003676007</p> <p>कंपनी का नाम Company Name : MS Pest Control</p> <p>संपर्क नंबर Contact No. : 09990659901</p> <p>ईमेल आईडी Email ID : mspestcontrol7167@gmail.com</p> <p>पता Address : KH NO 288,,BHARTI MARKET , MANDOLI,,MANDOLI , NORTH EAST DELHI,DELHI, East Delhi, DELHI-110093, -</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-05-0010759</p> <p>जीएसटीआईएन GSTIN: 07CJSPS0864H2ZL (R)</p>
<p>खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Verified</p>
<p>एमएसई सामाजिक श्रेणी MSE Social Category : General</p> <p>एमएसई लिंग श्रेणी MSE Gender : Male</p>

*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
<p>सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 01-Dec-2024</p> <p>सेवा समाप्ति तिथि Service End Date : 30-Nov-2026</p>

श्रेणी नाम | Category Name : Pest and Animal Control Service

बिलिंग चक्र Billing Cycle: quarterly			
विवरण Description		Area in Sq meter	Per Sq meter charges(Bidder to quote per sq.mtr charges considering cycle mentioned by the buyer)Example selecting 3 months would mean service would be needed once in every quarterly and bidder should quote all inclusive price considering the total service events.
Type of Service Required	Maintenance Contract	7,810	3.2
Service Cycle	1 month		
Type of treatment	Rodent Control		
The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/	Yes		

Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid			
District	NA		
Zipcode	NA		
कुल राशि (सूत्र) Total Amount (Formula) : (Per Sq meter charges(Bidder to quote per sq.mtr charges considering cycle mentioned by the buyer)Example selecting 3 months would mean service would be needed once in every quarterly and bidder should quote all inclusive price considering the total service events.*Area in Sq meter)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		24992	
कुल ऐडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		24992	
अनुबंध की राशि Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		24992	
एसएलए विवरण SLA Details			
<div>1. Agreement overview</div> <p>This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Service provider. The purpose of this agreement is to facilitate implementation of Pest and Animal Control Service from 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.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <div><div>1. General terms and conditions for Services;</div><div>2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;</div><div>3. BID / Reverse Auction specific ATC.</div></div> <p>The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes 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> <div>2. Objective and Goals</div> <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 the . The goals of this Agreement are to:</p> <div><div>I. Present a clear, concise and measurable description of service to be provided to the buyer</div><div>II. To clearly lay down the responsibilities and liabilities of the parties involved</div><div>III. To handle specific circumstances in case of failure to comply with conditions specified therein</div><div>IV. Financial components do not form a part of this agreement</div></div> <div>3. Parties to the Agreement</div> <p>The main stakeholders associated with this agreement are below-</p> <div><div>i. Buyer : Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</div><div>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</div></div> <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 have read and understood the same before signing the document.</p> <div>4. Scope of services</div> <p>The service provider is required to provide Pest and animal control services as per the specifications by the buyer to remove roaches, rats, ants, bedbugs, termites, monkeys, birds, pigeons or any other pests or animals that infests residences, buildings, surrounding areas, commercial places, agricultural and horticulture farms or any other establishment, using permitted chemicals, equipment's, technology for maximum curative and preventive protection. It would be the obligation of the Service provider to provide services according to the following details provided by the buyer:</p> <div><div>•Type of Service</div><div><div>• One time: One-time contract will give the buyer an option to hire the service for one time usage. The buyer will have flexibility to add multiple requirements with respect to 'type of pest control treatment' in the same contract.</div><div>• Maintenance: The maintenance contract will give buyer an option to hire the service for a specific duration of either 1 month, 3 months, 6 months, 9 months and 12 months in the marketplace. The buyer may provide the custom value for the maintenance period, which is available during the bid stage.</div></div><p>The frequency of treatments will be decided by the service provider as they deem adequate to ensure that the area is pest/ animal free for the entire duration of the maintenance contract. Any relapse during the maintenance period shall attract penalties as mentioned in this SLA. The buyer may recommend the frequency of treatment while preparing the bid, however the frequency decided by the service provider shall override the frequency recommended by the buyer.</p><div>• Contract Period</div><p>Contract period for will comprise of contract start date and contract end date to be entered by the buyer through calendar</p><div>• Area in Sq. Mt.</div><p>Area in Sq. Mt. gives buyer an option to mention the exact area in Sq. mt. which is to be serviced.</p><div>• Address with Pin-code</div><p>It gives an option to buyer to mention the address of the area to be serviced</p></div>			

• Type of pest control treatment

This gives an exhaustive list of pest control treatments available in the service. The buyer can also add its custom treatment which is available at the bid stage.

S. N	Type of pest control	Description	Warranty Period for One time treatment
1	Bedbug control	Bed bugs usually enter a property by being carried on clothing or inside furniture. The most common places for bedbug infestations are hotels, cinemas, lodges, auditoriums, and overnight busses. The service provider may recommend the best course of treatment based on the level of infestation.	2 months
2	Disinfestation	Disinfestation treatment against crawling insect pests such as cockroaches, Silver fish, Red and Black ants, spiders, lizards etc. Gel application and spray treatment may be used. Drainage chambers also to be treated with pesticide and anti-bacterial compound.	3 months
3	General Pest Control	Involves spraying the entire premises and surrounding areas with special reference to Bathroom, Kitchen, Pantries, Drainage, Sewers, Toilets, and other vulnerable areas such as lift lobbies, main entrance, dispersal area etc. This Service will cover Pests like Cockroaches, Bedbugs, Silverfish and certain extent of flies and Mosquitoes.	2 months
4	Rodent control	Meant for controlling rat problem inside as well as outside the premises and safeguarding the important files, papers, Boxes, carpets, electrical and Telephone wiring, wooden ceiling, paneling, cardboards, raw materials etc. from rodent's damage. The SP shall visit regularly for changing and replacing the glue pads/bait-stickers & used glue pads should be disposed off outside the building.	3 months
5	Termite control	Termites are a group of insects that mostly feed on dead plant materials, with the ability to digest cellulose. Injecting termiticide into affected portions of the woodwork, Woodwork in contact with machinery for example, door frames, cabinets, cupboards etc. shall be treated by drilling and injecting termiticide at the points of contact. Through drilling holes at the junctions of the walls and the door and pumping chemicals through these holes, wherever necessary. The drilled holes are effectively sealed thereafter. The application of blanket spray and dusting wherever necessary	12 months
6	Vector control	Vector control is any method to limit or eradicate flying insects or other arthropods (here collectively called "vectors"). The service should be carried out for controlling mosquitoes, flies, fleas, and other flying insects.	3 months
7	Cockroach and Ant control	This will comprise removal and prevention of cockroaches and ants through baiting, gel based or spray treatment. The treatment should be carried out in kitchens/Pantries, washrooms, drains, sewers and other vulnerable areas.	3 months

S. N	Type of pest control	Description	Warranty Period for One time treatment
8	Preconstruction anti termite Control	Pre-construction termite control, better known as Soil Treatment, is performed in the preliminary phase of construction of a property. This will form a chemical barrier between ground slab and masonry that will prevent the insects to approach the building. The treatment encompasses use of approved chemicals in water emulsion in foundation trenches for columns, plinth beams, plinth filling, at junction of walls and floor, in expansion joints etc. in stages as detailed in this specifications and drawings.	2 years
9	Pigeon & Birds control	Prevents Pigeon and bird's entry in the premises with the use of bird spikes and Anti bird net.	4 months
10	Monkey control	Prevention of Monkeys through netting and spikes installations	4 months
11	Fungus management	Anti-Fungal treatment which is designed to treat infestations in areas such as office cabins, upholstery, leather seats, other surfaces etc. with the use of permitted chemicals through spraying.	2 months
12	Weed management	Weeds causes cracks in walls and foundations leading to expensive repairs to home or apartments or offices. Weed management attempts to stop weeds, especially noxious weeds with the help of application of permitted weedicides. Treatment can be used effectively in household situations, bungalows and apartments.	6 months
13	Fumigation	Fumigation is a method of killing pests, termites or any other harmful living organisms to prevent transfer of exotic organisms. Normally, fumigation is done for wood material used for packing of goods to be exported. In some cases, empty container before stuffing of cargo is fumigated.	2 months
14	Bee management	Comprises of removal of hives and bees with the use of chemical sprays. The service includes destruction of nests and sealing opening for future prevention.	2 months
15	Pest proofing	The treatment involves closure of potential holes and cracks to prevent pest infestation. This would involve closure of all potential entry points of pests such as radiator pipes, plumbing system, or from a hole in the wall for maximum prevention.	3 months

S. N	Type of pest control	Description	Warranty Period for One time treatment
16	Infection control	Infection control refers to surface sterilization to prevent airborne and viral diseases in a commercial or residential space. Treatment Involves deep cleaning, surface sterilization with disinfectants fogging solution	1 month
17	Snake Control	Snake control is done by using a non-lethal chemical which acts as a repellent when applied on surfaces and the periphery of structures, creating a barrier to entry	1 month
5. Service Details and Standard			
The level of service required is of the highest professional standard from the service provider. Hiring for this service would mean hiring for Pest and animal control services only. Delivery services shall include, but not necessarily be limited to the following:			
I. Performing Pest control services as per the kayakalp guidelines for pest control services			
II. Maintaining standards by using chemicals certified by only following bodies:			
• WHOPES (World Health Organization Pesticide Evaluation Scheme)			
• CIB (Central Insecticide board)			
• BIS (Bureau of Indian Standards)			
III. Details of chemicals should contain - Name of chemical, Name of company, Concentration, Chemical composition, Quantity consumed, Size of packing, Batch no, Manufacturing & expiry date			
IV. SP should maintain small stock of antidote while performing service			
V. There should be no open baiting			
VI. SP should adhere to periodicity of spraying chemicals			
VII. Inspection of quality by supervisors during the execution of service by the staff			
VIII. The service provider shall have all the necessary permits/licenses/clearances/certificates under the CIBRC and other applicable laws for providing this service.			
IX. The supervisor and workers should be certified and should have valid license to perform such service			
X. The service provider must ensure that all necessary measures are taken to ensure safety of furniture, structure and people within the premise where the service is performed.			
XI. The service provider should deliver the service within stipulated time frame as agreed in the contract. The delay in execution of service shall attract penalties.			
XII. A mandatory, detailed contingency plan(s)/evacuation plan in the event of overdose of chemical shall be provided by the Service provider.			
6. Stakeholder's obligation			
6.1. Buyers' obligation			
• It is the responsibility of the buyer to mention the address, area and other specifications accurately to help SP understand the requirement.			
• Buyer should provide free access to all parts of the premises for the purpose of inspection, treatment or surveillance and agree to ensure that all safety and treatment instructions are followed during and post treatment.			
• To minimise pest incidence by carrying out in reasonable time those recommendations made by the pest control technician			
• To provide access for Pest Control representatives to carry out its services at any reasonable time or as specified.			
• The buyer should provide space for storage of chemicals/pesticides and other equipment's to the service provider, in case of maintenance contracts.			
• The buyer should be available at the premise on the scheduled date and time slot of treatment. In case the buyer is not available on the scheduled date and time the contract shall be treated as cancelled.			
• In case the buyer wishes to cancel/reschedule the appointment the same must be intimated to the SP 24 hours prior to the scheduled date.			
• The buyer shall fill the inspection form after the completion of the treatment duly signed by the buyer with date.			
• The buyer reserves the right to randomly draw samples of the insecticides utilised by the service provider for pest control, for tests in any govt. approved laboratory in case of doubts or complaints. The cost of such tests shall be borne by the operator.			
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."			
6.2. Service provider's obligation			
• The service provider is obligated to attend your site or property, inspect the relevant area and treat the active habitat of the Relevant Pests the buyer has identified. The service provider should aim to either eradicate the pests or control them, depending on the type of pest, location and safety issues.			

- The details of the technicians (including name and contact number) visiting the site should be shared with the buyer in advance.
- The service provider should issue identity badges (as per approved format) to all his technicians being engaged to carry out the work including the supervisor.
- The technicians visiting the site should identify themselves before commencing any work
- The service provider is obligated to explain to the buyer any precautions or safety measures to be taken during the treatment
- The service provider is obligated to use chemicals only certified by WHO, Central Insecticides Board and Bureau of Indian Standards (BIS)
- The service provider should be liable to pay damages as per the penalty clause of this SLA in case of any incidences.
- The service provider is obligated to offer free service in case of relapse of pests within the warranty period of the contract for one-time service. In case of maintenance contract, the service provider should visit the premise to inspect and check the status of pest control treatment and ensure the area is free from pest/ animal during the entire maintenance contract period.
- The service provider shall maintain the record for all the inspections and the status. Besides maintaining written records, the date of the treatment and next due date shall also be indicated by the contractor through appropriate stickers in places such as in doorways/toilet area etc.
- In case of maintenance contracts, service provider is liable to store about one months' inventory of the chemicals in the storage space. The security of chemicals/records will be the responsibility of the service provider and the allotted space shall under no circumstance be used for any other purpose.
- The manpower and supervisor should be certified pest control professionals as per the industry standards

7. Other Requirements

- The currency of the contract will be valid for one year or as per order from the date of commencement.
- The service provider shall at no time violate provisions of the Insecticides Act, 1968 and Insecticides Rule 1971 and /or any other relevant laws and rules as framed by the Government of India, State Government or Local Bodies.
- The service provider will be responsible to dispose all insects / rodents and shall remove all chemicals by cleaning / dusting the area after performing pest control services.
- shall depute experienced persons for execution of job along with all material, machines and manpower.
- All the equipment (eg. trap boxes, Glue traps) and consumables (eg: Pesticide spray) required for the service will be provided by the service provider at no extra cost to the buyer department.
- The service provider would submit a monthly monitoring report as given in the Annexure A for 'Maintenance contracts' to the Buyer Department.
- For 'maintenance contract' the buyer shall have the right to inspect the premises serviced by the Service provider at any time of the contract period. The buyer may nominate a Quality Inspector (QI) to inspect the premise every month and submit observations (draft template in Annexure A). In case of any deficiencies found in the service provided pursuant to such inspection, the quality inspector shall discuss the same in their meeting with the service provider staff and address the same. In case the concerns of the buyer are not addressed within 15 days the buyer would have the right and authority to issue order and directions necessary, including the levy of penalty for the effective implementation of the services.
- To maintain the quality of service the contractor should maintain the following:
 - Records of application to be maintained
 - Emergency Calls to be recorded
- In one time contract the inspection form should be duly signed by the buyer once the service is completed. The buyer should rate the free of cost treatment for removal of pest/ animal as Good, average, poor on various parameters such as quality of staff, punctuality, application of pesticides, explanation of safety and precautionary measures, overall experience.
- The Pest Control Operations shall be done only by agencies, which have been approved by the Plant Protection Officers of the concerned State's agriculture department or Central Insecticides Board and Registration Committee (CIB & RC). The PPOs are available at the district /division level.
- The service providers should provide an attested copy of their license in the prescribed form with clear endorsement for permission to carry out commercial and domestic pest control. The license should not be only for selling, exhibiting and stocking insecticides. The license should be valid for entire duration of contract period.
- **Compliance of Labour Laws:** The treatment for removal of pest/ animal shall strictly comply with the provisions of the relevant and extent labor laws as applicable. The treatment for removal of pest/ animal will ensure compliance of contract labor (Regulation and Abolition) Act 1970/Rule 1971, Minimum Wages Act 1948/Rules 1950. The payment Wages Act, 1936, Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act, 1948, Child Labor (Prohibition and Regulation) Act, 1986.
- **Methodology:** The free of cost treatment for removal of pest/ animal shall be required to use only those chemicals/pesticides that have been approved for the household purpose by CIB & RC under the provisions of Insecticide Rules 1971 framed under Insecticide Act 1968.

7.1. Payment Terms :

- No advance payment in any case would be made.
- The payment terms shall be governed by the financial quotes submitted by the Service provider and accepted by the Buyer. However, the Buyer shall make the payment to the Service provider within 10 days from the date of submission of monthly invoice with supporting documents, complete in all respect towards the services rendered in the previous month by the Service provider.
- The prices quoted shall be complete covering all aspects. The price shall be inclusive of all consumables including cleaning chemicals, insecticides, pesticides, equipment and manpower required to provide service. Buyer shall also will have right to deduct penalties as per provisions of the contract.

7.2. Breach of contract, Penalties and Termination of contract

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would bear liberty to levy such penalty and terminate the contract as per the conditions detailed out below. Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of Contract and Buyer shall have the right to immediately terminate the Contract.

Penalties

S.No.	Nature of Default	Description of default	Maintenance contract		
			One-time contract		
				1 st Instance*	2 nd Instance 3 rd Instance

1	Delay in carrying out 'Type of Service' specified	Delay beyond 48 hrs.	5% Of service cost	2% of service cost	3% of service cost	5% of service cost
2	Failure to deliver pest control services	Service not provided	NA	3% of service cost	5% of service cost	Termination of contract
3	User of chemicals not certified by WHO/ CIB/ BIS	--	No payment to be made for treatment conducted	No payment to be made for treatment conducted	Termination of contract	
4	Breach of warranty or relapse during maintenance contract	Relapse within warranty period for one time / relapse before next scheduled treatment for maintenance contract	Free of cost treatment for removal of pest/ animal	1% of service cost plus free of cost treatment for removal of pest/ animal	2% of service cost plus free of cost treatment for removal of pest/ animal	3 % of service cost plus free of cost treatment for removal of pest/ animal
5	Structural damage to property	Damage to property such as door, walls or any other structure during carrying out service	10% of service cost	Amount of charges to repair damage	Amount of charges to repair damage plus 2 % of service cost	Amount of charges to repair damage plus 3 % of service cost

8. Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing '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.

8.1. Logbook

- The service provider shall update the logbook on the GeM portal as per the logbook process flow.
- Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. 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.
- 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.

8.2. Service Performance and Feedback

- The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the service provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.

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-

9.1. Payment Condition

- The payment shall be made as per the financial quotes submitted by the service provider and accepted by the Buyer.
- No advance payment shall be made to the service provider.
- The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.

9.2. Payment Cycle

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

9.3. Payment Process

- Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- All the penalties/ fine/ interest (if applicable) will be settled before making the payments. shall not have any objection on the same.
- Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

10. Amendment of Contract

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

- Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
- Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

iii. *Amendment of the Contract as per both parties' consent:* Amendment 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. 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. 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 if, the breaches a material provision of this Contract where that breach is not capable of remedy; or if the 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.

Annexure A: Quality checklist for Inspection by Quality Inspector (maintenance contract)

Name of the Buyer	
Name of Service Provider	
Address of Property	
Type of pest control performed	Type of pest control treatment to be mentioned
Inspected on	Date to be mentioned in DD/MM/YY format
Inspected by	Name of Quality Inspector
	Yes/No (if yes, describe issue)
Are there any notable issues within the premise	Describe issue
	Attach photographs
Completed	Yes/No
	Yes/No
Based on the findings found during the inspection, Is the property Pest free?	(in case of No, Inspector will explains the issues. Basis which service provider will be prompted to take corrective measures)
Signature of QI with date time and seal	

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता Additional Data/Document(s) : Seller	
1. Work Order As Proof Of Work Experience As Per Requirement Of Buyer : click here	
2. Press Note/ Process Details And Proposed Frequency : click here	
3. Certificate (Requested in ATC) : click here	
4. Work Orders As Proof For Similar Experience Up To 5 Years : click here	
5. Certifications As Per Requirement Of Buyer : click here	
6. Audited Financial Statements/ Statutory Auditor's Certificate As Proof For Turnover/ Profit Requirements : click here	
7. Office Registration Certificate For Geographical Presence : click here	
ईपीबीजी विवरण ePBG Detail	
सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*

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

2.2 *Generic*

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.

2.3 *Service & Support:*

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.

2.4 *Service & Support:*

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.5 *Past Project Experience:*

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.

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

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

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687732549447

अनुबंध तिथि | Contract Generated Date : 15-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4399520](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्ररूप Type : Central Autonomous</p> <p>मंत्रालय Ministry : Ministry of Education</p> <p>विभाग Department : Department of School Education and Literacy</p> <p>संगठन का नाम Organisation Name : KENDRIYA VIDYALAYA SANGATHAN</p> <p>कार्यालय क्षेत्र Office Zone: Head Quarters, New Delhi</p>	<p>पद Designation : Section Officer</p> <p>संपर्क नंबर Contact No. : 011-26521841-</p> <p>ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, India</p>

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
<p>आईएफडी सहमति IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Commissioner ,KVS</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Commissioner ,KVS</p>	<p>Role: PAO</p> <p>भुगतान का तरीका Payment Mode: Internet Banking</p> <p>पद Designation : JOINT COMMISSIONER Fin</p> <p>ईमेल आईडी Email ID : jcfinkvs-mhrd@gov.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address: KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India</p>

परिचिती विवरण Consignee Details	सेवा विवरण Service Description
<p>क्र.सं. S.No</p> <p>संपर्क Contact : 011-26521841-</p> <p>ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, India</p>	<p>Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Data Entry Operator</p> <p>Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Clerk</p> <p>Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Multi-tasking Staff</p> <p>Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Mali/Gardener</p>

सेवा प्रदाता विवरण Service Provider Details
<p>जेम विक्रेता आईडी GeM Seller ID : 5836190000763764</p> <p>कंपनी का नाम Company Name : HARE KRISHNA SUSHIKSHIT BEROJGAR SEVA SAHAKARI SANSTHA MARYADIT</p> <p>संपर्क नंबर Contact No. : 09594848542</p> <p>ईमेल आईडी Email ID : harekrishnasanstha@gmail.com</p> <p>पता Address : A / 4, JAI BHARAT SOCIETY, SUNDER BAUG KAMANI, L.B.S MARG, KURLA WEST, MUMBAI, MAHARASHTRA-400070, -</p> <p>एमएसएमई सत्यापित MSME verified : Yes</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-33-0074246</p> <p>एमएसई सामाजिक श्रेणी MSE Social Category : OBC</p> <p>एमएसई लिंग श्रेणी MSE Gender : Male</p> <p>जीएसटीआईएन GSTIN: 27AABAH3881N1Z8</p>

*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
<p>सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 01-Apr-2024</p> <p>सेवा समाप्ति तिथि Service End Date : 31-Mar-2026</p> <p>श्रेणी नाम Category Name : Manpower Outsourcing Services - Minimum wage</p>

बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Skilled		
Type of Function	Admin		
List of Profiles	Data Entry Operator		
Educational Qualification	Graduate		
Specialization	Graduate		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		
District	NA		

Minimum daily wage (INR) exclusive of GST		888	36	3.85
Bonus (INR per day)		0		
EDLI (INR per day)		0		
EPF Admin Charge (INR per day)		0		
Optional Allowances 1 (INR per day)		0		
Optional Allowances 2 (INR per day)		0		
Optional Allowances 3 (INR per day)		0		
ESI (INR per day)		28.86		
Provident Fund (INR per day)		115.44		
Number of working days in a month		26		
Tenure/ Duration of Employment (in months)		24		
कुल राशि (सूत्र) Total Amount (Formula) : ((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (I NR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Option al Allowances 3 (INR per day)) *Number of working days in a month)*1.18 + (Perce ntage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)/100) *Number of Resources to be hired*Tenure/ Duration of Employment (in months))				
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)			28256512	
कुल एडऑन मूल्य Total Addon Value(INR)			0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)			28256512	
अतिरिक्त जानकारी Additional Details				
• Designation : Data Entry Operator				
श्रेणी नाम Category Name : Manpower Outsourcing Services - Minimum wage				
बिलिंग चक्र Billing Cycle: monthly				
विवरण Description		Number of Resources to be hired	Percentage of Service charge inclusive of GST	
Skill Category	Skilled	15	3.85	
Type of Function	Admin			
List of Profiles	Clerk			
Educational Qualification	Secondary School			
Specialization	12 th Passed			
Post Graduation	Not Required			
Specialization for PG	Not Applicable			
Experience	0 to 3 Years			
Zipcode	NA			
District	NA			
Minimum daily wage (INR) exclusive of GST	816			
Bonus (INR per day)	0			
EDLI (INR per day)	0			
EPF Admin Charge (INR per day)	0			
Optional Allowances 1 (INR per day)	0			
Optional Allowances 2 (INR per day)	0			
Optional Allowances 3 (INR per day)	0			
ESI (INR per day)	26.52			
Provident Fund (INR per day)	106.08			
Number of working days in a month	26			
Tenure/ Duration of Employment (in months)	24			
कुल राशि (सूत्र) Total Amount (Formula) : ((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (I NR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Option al Allowances 3 (INR per day)) *Number of working days in a month)*1.18 + (Perce ntage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)/100) *Number of Resources to be hired*Tenure/ Duration of Employment (in months))				
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)			10818934.78	
कुल एडऑन मूल्य Total Addon Value(INR)			0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)			10818934.78	
अतिरिक्त जानकारी Additional Details				
• Designation : Clerk				
श्रेणी नाम Category Name : Manpower Outsourcing Services - Minimum wage				

बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Skilled	50	3.85
Type of Function	Admin		
List of Profiles	Multi-tasking Staff		
Educational Qualification	Secondary School		
Specialization	12 th Passed, Not Required		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	816		
Bonus (INR per day)	0		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
Optional Allowances 1 (INR per day)	0		
Optional Allowances 2 (INR per day)	0		
Optional Allowances 3 (INR per day)	0		
ESI (INR per day)	26.52		
Provident Fund (INR per day)	106.08		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	24		
<div>कुल राशि (सूत्र) Total Amount (Formula) :</div> <div>((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (I NR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Option al Allowances 3 (INR per day)) *Number of working days in a month)*1.18 + (Perce ntage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)/100) *Number of Resources to be hired*Tenure/ Duration of Employment (in months))</div>			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		36063115.92	
कुल एडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		36063115.92	
अतिरिक्त जानकारी Additional Details			
● Designation : Multi-tasking Staff			
.			
श्रेणी नाम Category Name : Manpower Outsourcing Services - Minimum wage			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of Resources to be hired	Percentage of Service charge inclusive of GST
Skill Category	Skilled	1	3.85
Type of Function	Admin		
List of Profiles	Mali/Gardener		
Educational Qualification	Not Required		
Specialization	Not Required, 12 th Passed		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
Zipcode	NA		
District	NA		
Minimum daily wage (INR) exclusive of GST	742		
Bonus (INR per day)	0		
EDLI (INR per day)	0		
EPF Admin Charge (INR per day)	0		
Optional Allowances 1 (INR per day)	0		
Optional Allowances 2 (INR per day)	0		
Optional Allowances 3 (INR per day)	0		
ESI (INR per day)	24.11		
Provident Fund (INR per day)	96.46		
Number of working days in a month	26		
Tenure/ Duration of Employment (in months)	24		
<div>कुल राशि (सूत्र) Total Amount (Formula) :</div> <div>((((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (I NR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day</div>			

)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Option al Allowances 3 (INR per day)*Number of working days in a month)*1.18 + (Perce ntage of Service charge inclusive of GST*(Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)/100)*Number of Resources to be hired*Tenure/ Duration of Employment (in months))	
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	655849.92
कुल एडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	655849.92
अतिरिक्त जानकारी Additional Details	
● Designation : Mali/Gardener	
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	75794412.62
एसएलए विवरण SLA Details	
Service Level Agreement	
Manpower Outsourcing Services – Minimum Wage Based	
1 Agreement Overview	
<p>This is a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Manpower HiringAgency/Service Provider. The purpose of this Agreement is to facilitate implementation of Manpower Hiring Service at the Buyer’s premises, or any other premises approved by the Buyer. This Agreement outlines the scope of work, Buyer’s obligations, special terms and conditions related to service delivery and payment of services. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless mutually extended by both the parties.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>I. General terms and conditions for Services;(“GTC”)</p> <p>II. Service Specific Standard Terms and Conditions (“STC”) of the Services contracts shall include the service level agreement (SLA) for the service.</p> <p>III. BID/ Reverse Auction specific Additional Terms & Conditions (ATC) as specified by the buyer.</p> <p>The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with the scope of work and SLA as enumerated in this document shall be construed to be part of the Contract/Agreement between the Buyer and Service Provider.</p>	
2 Objectives and Goals	
<p>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:</p> <p>I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</p> <p>II. Present a clear, concise, and measurable description of services offered to the Buyer</p> <p>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</p> <p>IV. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</p> <p>ThisAgreement 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>	
3 Parties to the Agreement	
<p>The main stakeholders associated with this agreement are below-</p> <p>1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</p> <p>2. ServiceProvider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, permitted assignees, successors and nominees as described in the agreement</p> <p>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.</p>	
4 Terms & Conditions:	
4.1 Buyer's Obligations:	
<p>i. The Buyer shall provide workspace (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, the Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.</p> <p>ii. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should follow all the labor laws.</p> <p>iii. The Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications, and machinery etc., if required.’</p> <p>iv. The Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only.</p> <p>v. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise.</p> <p>vi. TA/ DA shall be payable directly by the Buyer, in case of travel included in the scope of work, on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.</p> <p>vii. In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the amount billed by the Service Provider, if no replacement of manpower is provided.</p> <p>viii. The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning& justification.</p> <p>ix. The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.</p> <p>x. In case if the Buyer has selected the option in the bid for retention of existing resource/resources of previous service provider, then service provider shall retain those resources. In such cases, the Buyer shall be responsible for ensuring the qualification eligibility of those resources as per the contract requirement. Any extra costs incurred by Service provider for onboarding those resources on their payroll shall be borne by Service Provider. Service Provider shall include any such costs in the service charges quoted by them during the bid participation.</p>	
4.2 Service Provider's Obligations:	
<p>i. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may</p>	

- lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.
- ii. The service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum wages as notified by the Appropriate Government.
 - iii. The service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965 & shall get reimbursed from the buyer.
 - iv. The service provider/contractor shall be responsible for paying proportionate gratuity to contract labour who have rendered continuous service as per the provisions of the Payment of Gratuity Act, 1972
 - v. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
 - vi. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
 - vii. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
 - viii. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
 - ix. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
 - x. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
 - xi. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:
 - a. List of persons deployed (monthly)
 - b. Biodata/ resume with antecedents' details (at the time of deployment)
 - c. Copy of Aadhaar Card of the candidates (at the time of deployment)
 - d. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
 - e. Identity proof and residential proof (at the time of deployment)
 - f. Copy of police verification certificate (at the time of deployment)
 - g. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
 - h. Details of PF Account Number of resources
 - xii. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
 - xiii. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.
 - xiv. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
 - xv. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.
 - xvi. In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.
 - xvii. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resources. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.
 - xviii. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
 - xix. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the Agreement; failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
 - xx. In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.
 - xxi. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
 - xxii. 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.
 - xxiii. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the Buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.
 - xxiv. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.
 - xxv. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.
 - xxvi. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be 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.
 - xxvii. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
 - xxviii. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.
 - xxix. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
 - xxx. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
 - xxxi. The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.
 - xxxii. The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
 - xxxiii. The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment of wages.
 - xxxiv. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
 - xxxv. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.
 - xxxvi. The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

4.3 Special Terms & Conditions:

- i. As per the Contract Labour Regulation and Abolition Act, 1970, the service provider/contractor shall be responsible for ensuring that wages are paid to the contract labour on time. The principal employer/buyer shall ensure that the wages are paid on time to the contract labour by the service provider/contractor. In case the service

provider/contractor fails to pay the wages on time or makes short-payment, the principal employer/buyer shall be liable to pay the wages to the contract labour directly and recover the amount from the service provider/contractor.

- ii. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Service Provider. An indicative list of central labor laws is provided under Annexure 1.
- iii. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
- iv. As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM.
- v. No advance payment shall be made to the Service Provider.
- vi. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- vii. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.
- viii. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, documentary proofs for PF/ESI/EDLI etc. payments. Non-submission of the same may lead to delay/ deduction in payment.
- ix. All the deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- x. Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstance cash payment shall be made.
- xi. In case of any changes in the minimum wages or any statutory wage component as per the Applicable Laws during the Contract period, the Buyer shall pay the Service Provider the differential amount in wage. It is clarified that such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value.
- xii. Service provider will submit the invoice & upload the supporting documents such as attendance sheet, logbook etc. on GeM portal
- xiii. Buyer will review the documents provided by service provider & may either accept or reject based on actual performance. If required, buyer may impose any non-delivery deductions, SLA deductions, over & above the invoice submitted by service provider.

5 Deductions

Deductions can be imposed by the Buyer for the following:

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.		
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act	-	-
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
6	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	-
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value

6 Payment Terms

- i. The Payment procedure as specified in the General Terms and Conditions (GTC) of GeM will be applicable.
- ii. Payment schedule to be as per payment terms specified in bid document/ATC by the buyer.

7 Undertaking

The service provider/contractor shall not make any unauthorized deductions from the wages of the contract labour and provide below undertaking:

"The Service Provider hereby undertakes not to charge any money/fees/ deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at the Buyer's site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident Management Policy."

8 Formula Used

8.1 Cumulative Cost (Daily): -

"d" = "bp" + "esi" + "pf" + "edli" + "bonus" + "admin" + "nm1" + "nm2" + "nm3"

Where,

"bp" = Basic dailywage (INR) exclusive of GST

"pf" = Provident Fund (INR Daily)

"edli" = EDLI (INR Daily)

"esi" = ESI (INR Daily)

"bonus" = Bonus (INR Daily)

"admin" = EPF Admin Charge (INR Daily)

"nm1" = Optional Allowance 1 (INR Daily)

"nm2" = Optional Allowance 2 (INR Daily)

"nm3" = Optional Allowance 3 (INR Daily)

"m" = Cumulative Cost (INR Daily)

8.2 Total: -

"tcv" = $(d * 1.18 + d * sc / 100) * nd * t * q$

Where

"tcv" = Total Contract Value

"d" = Cumulative Cost (Daily) as calculated in 10.1 above

"sc" = Service Charge in %age, as quoted by service provider

"nd" = No. of working days in a month

"t" = Tenure for which service is required (In no. of months)

"q" = Quantity (No. of resources required by buyer)

Annexure - 1

1. The Minimum Wages Act, 1948
2. The Payment of Wages Act, 1936
3. The Payment of Bonus Act, 1965
4. The Equal Remuneration Act, 1976
5. The Trade Unions Act, 1926
6. The Industrial Employment (Standing Orders) Act, 1946.
7. The Industrial Disputes Act, 1947
8. The Weekly Holidays Act, 1942
9. The Factories Act, 1948
10. The Plantation Labour Act, 1951
11. The Mines Act, 1952
12. The Building and Other Constructions Workers' (Regulation of Employment and Conditions of Service) Act, 1996
13. The Motor Transport Workers Act, 1961
14. The Beedi and Cigar Workers (Conditions of Employment) Act, 1966
15. The Contract Labour (Regulation and Abolition) Act, 1970.
16. The Bonded Labour System (Abolition) Act, 1976
17. The Sales Promotion Employees (Conditions of Service) Act, 1976
18. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
19. The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981
20. The Dock Workers (Safety, Health and Welfare) Act, 1986
21. The Child Labour (Prohibition and Regulation) Act, 1986
22. The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955
23. The Working Journalists (Fixation of rates of Wages) Act, 1958
24. The Employees' Compensation Act, 1923
25. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
26. The Employees' State Insurance Act, 1948
27. The Maternity Benefit Act, 1961
28. The Payment of Gratuity Act, 1972
29. The Unorganized Workers' Social Security Act, 2008
30. The Building and Other Construction Workers Cess Act, 1996
31. The Mica Mines Labour Welfare Fund Act, 1946
32. The Cine Workers Welfare (Cess) Act, 1981
33. The Cine Workers Welfare Fund Act, 1981
34. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972
35. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976
36. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976
37. The Beedi Workers Welfare Cess Act, 1976
38. The Beedi Workers Welfare Fund Act, 1976
39. The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988
40. The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of work & Job description : [click here](#)
2. Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act : [click here](#)

अतिरिक्त डेटा/दस्तावेज़: विक्रेता | Additional Data/Document(s) : Seller

1. Copy Of Labour Licence/pf/epf/esi Registration Letter/certificate : [click here](#)
2. Statutory Auditor Certificate : [click here](#)
3. Project Experience And Certificates With Respect To Eligibility Criteria : [click here](#)
4. Copy Of Certificate For Incorporation/registration Of Bidding Entity Under Appropriate Act/authority In India : [click here](#)
5. Auditor Certificate For Profit Making Entity In Last 3 Yrs : [click here](#)
6. Registration Certificate For Geographical Presence As Required By Buye : [click here](#)
7. Certificate (Requested in ATC) : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%) :	10.00
बोली लगाने वाले को बोली 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	

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

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

2.2 Certificates:

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.

2.3 Payment:

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.

2.4 Service & Support:

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.

2.5 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.6 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

KVS(HQ)

payable at

New Delhi

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.

2.7 Buyer Added Bid Specific SLA:

File Attachment [Click here to view the file.](#)

2.8 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file.](#)

2.9 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.

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687732941722

अनुबंध तिथि | Contract Generated Date : 13-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4836050](#)

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: Head Quarters, New Delhi	पद Designation : Section Officer संपर्क नंबर Contact No. : 011-26521841- ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, 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: Commissioner ,KVS वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Commissioner ,KVS	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : JOINT COMMISSIONER Fin ईमेल आईडी Email ID : jcfinkvs-mhrd@gov.in जीएसटीआईएन GSTIN : - पता Address: KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India

परिषद् विवरण Consignee Details		
क्र.सं. S.No	परिषद् नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 011-26521841- ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, India	Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, dusting); Indoor
		Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, dusting); Outdoor

सेवा प्रदाता विवरण Service Provider Details
जेम विक्रेता आईडी GeM Seller ID : LKXY230009775155 कंपनी का नाम Company Name : JSR facility Management संपर्क नंबर Contact No. : 08448447174 ईमेल आईडी Email ID : jsr77765@gmail.com पता Address : A-322,SONIA VIHAR,street- 12 , PART -3 PUSTA -1 KARAWAL NAGAR,sonia vihar, East Delhi, DELHI-110094, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-05-0034691 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Female जीएसटीआईएन GSTIN: 07ANRPT1773F1ZI (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): 08-Jul-2024 सेवा समाप्ति तिथि | Service End Date : 07-Jul-2026

श्रेणी नाम | Category Name : Cleaning, Sanitation and Disinfection Service - Outcome Based

बिलिंग चक्र | Billing Cycle: monthly

विवरण Description	Area in Sq. Metre	Standard unit rate per Frequency per Cycle in Sq. Metre
Type of Space	34,638	0.01
Nature of Service		
Type of Area		
Area Inclusions		
Floor Type		
Type of Cycle		
Consumables to be provided by Service Provider		

High End Machinery & Equipment to be provided by Service Provider	Yes		
Frequency in each cycle	4		
Number of working days in a month	30		
Number of cycles during Contract Period	730		
कुल राशि (सूत्र) Total Amount (Formula) : (Number of cycles during Contract Period*Area in Sq. Metre*Frequency in each cycl e*Standard unit rate per Frequency per Cycle in Sq. Metre)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		1011429.6	
विवरण जोड़े Add On Description			
Consumables to be provided by Service Provider		.01	
एडऑन मूल्य Addon Value (Addon Price*Area in Sq. Metre*Number of cycles during Contract Period)		252857.4	
High End Machinery & Equipment to be provided by Service Provider		.01	
एडऑन मूल्य Addon Value (Addon Price*Area in Sq. Metre*Number of cycles during Contract Period)		252857.4	
कुल एडऑन मूल्य Total Addon Value(INR)		505714.8	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		1517144.4	
श्रेणी नाम Category Name : Cleaning, Sanitation and Disinfection Service - Outcome Based			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Area in Sq. Metre	Standard unit rate per Frequency per Cycle in Sq. Metre
Type of Space	Office/Commercial/Institutions/Residential	51956	0.01
Nature of Service	General Cleaning (Sweeping, Mopping, dusting)		
Type of Area	Outdoor		
Area Inclusions	Gardening and Parking		
Floor Type	Full Outdoor Area		
Type of Cycle	Daily		
Consumables to be provided by Service Provider	Yes		
High End Machinery & Equipment to be provided by Service Provider	Yes		
Frequency in each cycle	4		
Number of working days in a month	30		
Number of cycles during Contract Period	730		
कुल राशि (सूत्र) Total Amount (Formula) : (Number of cycles during Contract Period*Area in Sq. Metre*Frequency in each cycl e*Standard unit rate per Frequency per Cycle in Sq. Metre)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		1517115.2	
विवरण जोड़े Add On Description			
Consumables to be provided by Service Provider		.01	
एडऑन मूल्य Addon Value (Addon Price*Area in Sq. Metre*Number of cycles during Contract Period)		379278.8	
High End Machinery & Equipment to be provided by Service Provider		.01	
एडऑन मूल्य Addon Value (Addon Price*Area in Sq. Metre*Number of cycles during Contract Period)		379278.8	
कुल एडऑन मूल्य Total Addon Value(INR)		758557.6	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		2275672.8	
अनुबंध की राशि Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		3792817.2	
एसएलए विवरण SLA Details			
<h2>1 Agreement Overview</h2> <p>This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Service Provider for Cleaning, Sanitation and Disinfection Service. The purpose of this agreement is to facilitate implementation of Cleaning, Sanitation and Disinfection Serviceat 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 arevised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>1. General terms and conditions for Services;</p>			

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:

- 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

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 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 Services

The scope of work of Cleaning, Sanitation and Disinfection services comprise of a series of activities, including, but not restricted to sweeping, wet cleaning, steam cleaning and such other activities as may be necessary to maintain acceptable standards of cleanliness within a defined set of premises.

The scope of the service requires the Service Provider to provide manpower and resources for the premises as specified by the Buyer for the purposes of Cleaning, Sanitation and Disinfection. It would be the obligation of the Vendor to provide services according to the following:

- Type of Space (Commercial/Residential/Institutional/Public spaces)
- Type of Area(Indoor /Outdoor/Basement)*
- Nature of Service (general cleaning/ deep cleaning/ Anti-bacterial)
- Unit Area
- Consumable (With consumables/Without consumables)
- Cycle (daily/weekly/fortnightly/monthly/quarterly/Bi-annually/annually)
- Frequency (one-time/ twice/thrice)
- Machine /Equipment (Regular/High-end)

*Different **Type of Area** shall include:

- **Indoor Area**: This would include areas like but not limited to Cabins, Corridor, Halls, Medical Rooms, Service Rooms, Classrooms, Staircase.
- **High-Intensive Area**: This would include areas like Washrooms, Entrance Lobbies/Receptions.
- **Outdoor Area**: This would include areas like Lawns, Playground, Garages, Parking, Roads inside the premises etc.

Buyer opting for Cleaning, Sanitation and Disinfection service have an option from choosing from the following two different models of Cleaning, Sanitation and Disinfection Service -Outcome Basis as per their requirement.

- **Service with Known Quantity of Consumables** – Under this model, the buyer specifies the scope of work along with the consumables required and its quantity for the contract period. The Service Provider will quote for the service and consumables separately. The quantity of consumables quoted by the buyer will be used to calculate the least cost bidder, while billing will be done on actual consumption. The Buyer has the flexibility for a variation of 25% in the contract value.
- **Service and Price Inclusive of Consumables** – Under this model, the buyer does not need to specify the quantity of consumables, but only select the required consumables for the service for the contract period. The Service Provider will quote cost inclusive of scope and selected consumables.

The following are the details of the activities to be carried out by the vendor in achieving the goal of providing Cleaning, Sanitation and Disinfection services.

S.No	Scope of Service	Description of Activities
1	Common Areas (Entrance Lobbies/ Reception/ Conference Hall)	The scope broadly coverssweeping, mopping, scrubbing, buffing, glass wiping, dusting of common areas including lift doors; collection of waste material and its disposal as per instructions; Cleaning of water cooler tanks, Air conditioning grills and space underneath water coolers.
		The scope broadly includes sweeping of staircases,

S.No	Staircase and Fire Staircase	Scope of Service	Description of Activities
			dusting of skirting top, signages, door handles, latches; cleaning of fire escape doors, ceilings and wall dusts etc.
3	Pantry/Cafeteria		The scope shall include cleaning of water coolers, water dispensers and vending machines; cleaning of cobwebs, wax polishing of walls, floor areas
4	Basement/ Parking Area/ Service Areas		The scope shall include removal of grease and dirt stains from the surfaces; cleaning of machine rooms and other sensitive areas floors, walls and ceilings; cleaning of car parking, sub-station, HVAC Plant Room, Pump Room, AHU Rooms, Ventilation Rooms and Other Service Rooms without affecting the operation of the Equipment.
5	Restrooms		The scope of work shall include sweeping, mopping of the floor and tiles; Acid cleaning of sanitary wares; washing of all the urinals, closets and washbasins; replacing toiletries such as fresheners, naphthalene balls, hand soap, tissue papers etc. as and when required, clean all toilet fixtures and fittings; clearing of the dustbins in the toilets periodically.
6	Surroundings		The scope of work shall include removal of all litter, mud, dust, etc. within the periphery of the building every day, sweeping of all the roads, parking area and open area etc.
7	Exteriors of Building		The scope of work shall include cleaning of glass and other structures with a suitable approved glass cleaner; keeping the terrace clean of all litter; keeping all external signage and external wall & surroundings clean.
8	Seating Area of Stadiums (Indoor/Outdoor)		The scope of work shall include sweeping of all the staircases, dusting of skirting top, signages, escape doors, furniture laundry, ceiling and wall cleaning, thoroughly wipe all door handles, latches, tower bolts etc.
In addition to the above jobs, the Buyer may assign any work with relation to housekeeping of the premises not mentioned specifically in the above table. Frequency and timing of the work can be altered at the discretion of the Buyer looking into the needs and quantity of work.			
Machinery List			
<i>Ø Regular Machinery & Equipment (Pre-defined list)</i>			
- Vacuum Cleaner with attachments			
- Broom			
- Mop			
- Bucket			
- Dustpan			
- Duster			
- Spray Bottles			
- Rags			
- Window Cleaner			
- Toilet bowl Cleaner			
- Paper Towel			
- Trash bags			
- Latex Gloves			

- Wet floor sign (if working in commercial area)

- Extension Cords

- Containers for supplies

Ø High End Machinery & Equipment (Pre-defined list)

o Industrial Vacuum Cleaner

o Wet and Dry Vacuum Cleaner

o Single Disc Scrubbing Machine

o High Pressure Jet

o Walk behind scrubber drier

o Carpet Cleaning Machine

o Carpet Blower

o Dorsilano backpack vacuum

o Laundry/Washing Machine

o Washroom Foam Sterilisation Machine

o Ergo Disc + Dry Foam Generator

o WegaTrolley

o Manual Flipper

o Steam Cleaner

o Portable back mounted high pressure jet machine

If any equipment is not present in the list, then buyer has the provision to custom the list.

Consumable List

Ø Pre-defined list of consumable

- PVC Floor Cleaning Agent

- Ceramic Toilet fittings cleaning agent

- Glass cleaning agent

- Deodorant

- Disinfectant

- Mosquito Repellent

- Disposable bag for waste

- Floor Mopper

- Urinal & WC Cleaner

- Air Freshener

- Oil and Grease Remover

- Hand Wash

- Toilet Paper

- Tissues/Paper Towel

- Scrubbing Foam

If any equipment is not present in the list, then buyer has the provision to custom the list.

4.1 Service Details and Standards

i. The works shall be carried out as per the instructions of authorized officials of Buyer and the standards/benchmark of conditions and specifications of housekeeping service industry shall be maintained.

ii. Garbage collection drums should be placed at all suitable points. The drums should be provided with polythene bags, which may be removed so that garbage does not spill out or spoil the drums.

iii. Under no circumstances the garbage collected would be kept inside premises and all the necessary arrangements are to be made by the service provider for its disposal at a suitable place at its own cost.

iv. Inspection of quality by supervisors during the execution of service by the staff should be regular/ periodic.

v. Smoking and chewing tobacco etc. is strictly prohibited during working hours. Any of the Service provider's deployed staff found smoking/chewing in the Buyer's premises shall be removed immediately and shall not be deployed again over the contract duration.

vi. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way, be responsible for settlement of such issues whatsoever.

vii. No deployed manpower shall be allowed to stay in the Buyer's premise unnecessarily after working hours without Buyer's permission.

viii. The personnel deployed shall undergo medical examination at the expense of the Service Provider to ensure that they are free from any communicable diseases and furnish

medical examination certificate as and when called for by the Buyer.

ix. The staff provided by the Service Provider shall not be deemed employees of the buyer hence the compliance of the applicable labor laws and acts i.e. the Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act and other relevant laws will be the sole responsibility of the Service Provider and buyer will in no way be responsible for any violation or liabilities in this regard.

x. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness. A verification report in respect of all the personnel of Service Provider from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of Buyer. Any changes should be informed immediately.

xi. The Buyer shall have the right to inspect the premises where services are provided by the vendor at any time. In case of any deficiencies found in the service provided pursuant to such inspection, the relationship managers shall discuss the same in their meeting and address the same. In case the concerns of the buyer are not addressed within a reasonable time, the buyer would have the right and authority to issue order and directions necessary, including the levy of penalty for the effective implementation of the services.

4.2 Defined Timelines

i. Service Provider shall adhere to the timelines in the Schedule of Work/Scope of Work provided by the Buyer in the contract for carrying out the Cleaning, Sanitation and Disinfection service.

ii. The daily normal working hours would be stipulated by Buyer and may vary as per the Buyer's directions and actual requirements.

4.3 Service Assumptions

i. The Service Providers shall not sublet any part of the Contract and shall be responsible and liable to deliver the services as per the contract.

ii. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.

iii. Only authorized staff of the Service Provider will be allowed entry at the premises of the buyer on production of identity badge.

iv. The premises are the property of the Buyer and Service Provider is only permitted to enter and manage the premises as long the contract remains valid.

v. Guarding/maintaining the Service Provider's machinery at Buyer's premises shall be the responsibility of Service Provider.

vi. Service Provider will not use his consumables (when deployed at Buyer premises) or Buyer's consumables for any personal use or for any other activity not related to the scope of work under the contract.

vii. Any violation of contractual obligations by the Service Providers shall attract penalties, before imposing a penalty, the Buyer will provide 3 days prior notice to the Service Provider to make its representation. The Service Provider confirms and agrees that penalty whenever becomes payable, shall be deducted by the Buyer from the payments due to the Service Provider.

4.4 Limitations of Service Delivery (if any)

Not Applicable

5 Service Provider's Obligation

i. Service Provider shall ensure the level of service required is of the highest professional standard and shall deliver the cleanliness service within stipulated time frame as agreed in the contract. The delay in execution of service shall attract penalties.

ii. The Vendor would submit a daily monitoring report to the designated representative of the Buyer. A weekly log of the services rendered will be maintained and presented to the designated representative of the Buyer.

iii. The Service Provider has to always ensure proper cleanliness of all bathrooms, sanitary fittings and cleanliness of all waste/sewage pipelines and ensure that there is no blockage.

iv. The Vendor shall maintain a complaint register at the premises for the complaints by the staff of the buyer.

v. The Service Provider shall maintain sufficient stock of all consumables required for cleaning of the premise.

vi. It will be the responsibility of the Service Provider to switch on and off lights, fans, AC, computers etc. as may be prescribed and as required for Buyer's functioning.

vii. The Service Provider shall store and secure the consumables for housekeeping in the provided space properly. Also, the Service Provider shall maintain records of the daily usage of all the materials which should be verified by the Buyer on daily basis. In case of any damage, the Service Providers shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Service Provider only.

viii. The Service Provider has to deploy and work during holidays, late hours and Sundays as well according to the requirement and convenience of Buyer and the occupants, while ensuring weekly offs of his / her employees as per statutory requirements.

ix. The Service Provider should issue identity badges (as per approved format) to all his staff being engaged to carry out the work including the supervisor.

x. The Service Provider will depute one person from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by the Service Provider at the premises of the Buyer. The said deputed person will report to the designated officer of the Buyer for further conformation on daily basis or as per buyer requirement. Further, such deputed person will be available as and when required for any verification.

xi. The Service Provider shall be responsible for proper maintenance of all registers and records. He shall make regular and full payment of labour charges/salaries and other payments as per labour laws under Minimum Wages Act and Payment of wages Act.

xii. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.

xiii. The Service Provider shall take comprehensive insurance cover, including third party unlimited liability, to insure against loss, damage, death or injury which may occur to any physical property or to any person which may arise out of the performance of the contract or the machinery and equipment deployed by Service Provider. The Buyer shall not assume any liability in this regard.

xiv. The Service Provider will be responsible for the conduct and discipline of the deployed staff by him at the Buyer's designated premises responsible for any breaches/violations committed by the persons.

xv. In case of exigency, Service Provider shall deploy the required number of staff beyond normal duty hours if directed so to carry out the works within the scope of agreement.

xvi. The Service Provider shall not appoint any Sub-Service Provider for the work assigned to him.

xvii. Service Provider shall be responsible for making good to the satisfaction of the Buyer any loss or any damage to all structures and properties within the park premises. If such

loss or damage is due to fault and/or the negligence or willful acts or omission of the Service Provider, his employees, agents or representatives, he shall make good the loss as assessed by the Buyer. In such a case, the Service Provider will be liable to replace the item at his own cost or the Buyer shall have the right to recover the loss from the Service Provider's monthly bill. The decision of the Buyer in this matter will be final.

6 Buyer's Obligations

- i. The Buyer shall assign a point of contact for the Service Provider, who shall manage and co-ordinate all the Service Provider related issues/requirements.
- ii. The Buyer shall define penalties, feedbacks, comprehensive SLA, etc. to ensure the timely and quality delivery of service.
- iii. In case of any change in the Applicable Law with respect to taxes and duties, the remuneration and reimbursable expenses payable to the Service Provider shall be increased or decreased accordingly by the Buyer under this Contract.
- iv. The Buyer shall provide sufficient running water or stored water for cleaning purposes.
- v. Buyer should provide free access to all parts of designated area for the purpose of development, maintenance, inspection, treatment or surveillance as per the scope of work.
- vi. In case, the Buyer has not included consumables in the contract, then Buyer shall provide consumable materials as and when required for the work, such as cleaning equipment, air purifier and liquid soap and paper rolls etc.
- vii. The Buyer should provide space for storage of machinery, consumables, chemicals and any other equipment to the Service Provider.
- viii. The Buyer shall monitor standard of service with respect to delay in work, damage to property during delivery, use of unapproved technique & chemicals and manpower to deliver the service.
- ix. The Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.
- x. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any emergencies.

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 a 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.

7.1 Logbook

- i. The Service Provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
- ii. Once the Service Provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record any service non delivery or non-performance issues, and subsequent penalties.Failure to takeaction on logbook entries updated by Service Provider shall be deemed as accepted.
- iii. 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.

7.2 Service Performance and Feedback

- i. The principal point of contact for the issues arising out of this agreement will be the Service Provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.
- ii. The Service Provider shall maintain a complaint register during its tenure for the complaints by the buyer and user.
- iii. Feedback from the SPOC of the Buyer shall be maintained (weekly/ monthly, bi-annually) by the Service Provider. The same can be used to track the service standards. Feedback should be taken without any bias of either party. Buyer can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.

Such service tracking initiatives not only ensures the quality and punctuality of service delivery also reduces the chances of flaws in delivery mechanism. If any variation in attendance sheet, logbook, service feedback is found during the tracking; immediate action can be taken against the party.

8 Penalties and Fine

In case of non-compliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of Contract and Buyer shall have the right to immediately terminate the Contract and can also lead to blacklisting of Service Provider

- a. Cumulative penalties reach 10% of the contract value
- b. Repeated breach of SLAs beyond 3 instances in the entire contract period.
- c. Subcontracting or outsourcing of the contract, in part or whole

Sr. No.	Description	Penalty for Breach	Remarks

		1 st Instance	2 nd Instance	3 rd Instance	
1.	Non deployment of team for Cleaning, Sanitation and Disinfection	Non deployment of team for Cleaning, Sanitation and Disinfection	Non deployment of team for Cleaning, Sanitation and Disinfection	Non deployment of team for Cleaning, Sanitation and Disinfection	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance, which cumulatively should not exceed 10% of overall contract value.
2.	Overall Score between 75% to 85%	Warning	(If score is between 75-85% in second consecutive week) 3% of the Monthly Cleaning, Sanitation and Disinfection cost	(If score is between 75-85% in third consecutive week) 5% of the Monthly Cleaning, Sanitation and Disinfection cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance which cumulatively should not exceed 10%
3.	Overall Score between 65% to 75%	Warning	(If score is between 65-75% in second consecutive week) 5 % of the Monthly Cleaning, Sanitation and Disinfection cost	(If score is between 65-85% in third consecutive week) 8% of the Monthly Cleaning, Sanitation and Disinfection cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance which cumulatively should not exceed 10%
4.	Overall Score below 65%	Warning	(If score is below 65% in second consecutive week) 10 % of the Monthly Cleaning,	(If score is below 65% in third consecutive week) 15% of the Monthly	After 3rd instance, the buyer

			Sanitation and Disinfection cost	Cleaning, Sanitation and Disinfection cost	
5.	Failure to address deficiencies pointed out at inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.
6.	Misbehavior/unacceptable behavior by staff/resources	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-	After 2nd instance, the service provider will have to replace the resource
7.	Damage to Buyer's assets or equipment, caused by the Service Provider's staff	Immediate payment of Damages equivalent to the value of the article damaged/lost/theft. Replacement of damaged asset within 2 days	Immediate payment of Damages equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days/ cancellation of contract as decided by the Buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	
8.	In case of subcontracting or outsourcing of the contract, in part or whole.	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the contract value	Cancellation of the contract with cancellation charges @ 10% of the contract value	

*Score will be calculated based on the reference calculation given below in annexure 1 for the reference of Buyer and Service Providers.

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-

9.1 Payment Condition

- i. The payment shall be made as per the financial quotes (INR/sq. Metre.) submitted by the Service Provider and accepted by the Buyer.
- ii. No advance payment shall be made to the Service Provider.
- iii. Payment shall be released only after due verification by the competent authority of Buyer towards satisfactory services during the billing period

9.2 Payment Cycle

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

9.3 Payment Process

- i. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- ii. All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- iii. Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.

10 Amendment of Contract

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

- i. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
- ii. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- iii. *Amendment 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:
 - a. Increase or decrease in the quantity of consumables
 - b. Increase or decrease in duration of contract
 - c. Increase or decrease in the service area

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. 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. Beside immediate termination of contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited.
- 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. Also, during the notice period, both parties shall continue to discharge their duties and obligation as usual. The Buyer will not be under any obligation to pay compensation or make the payment for which services are not rendered.

Annexure 1

Parameters	Performance	Rating
All the areas properly cleaned. Area is free from any kind of dust, stains, dirt, bad odour, All the consumables are replenished at appropriate time. All the consumable and machinery (as per demand) are available and operational. Cleaning is happening in timely manner. Performance is satisfactory.	Excellent (100%)	4

All the areas properly cleaned. Area is free from any kind of dust, stains, dirt, bad odour, All the consumables are replenished at appropriate time.All the consumable and machinery (as per demand) are available and operational.Cleaning is not happening in timely manner. Performance is acceptable.	Good	3
All the areas are cleaned but there is presence of dust/ stains/dirt/bad odour in non-visible areas . All the consumable and machinery (as per demand) are available and operational.Cleaning is not happening/happening in timely manner.Performance is OK	Average(90%)	2
All the areas are cleaned but there is presence of dust/ stains/dirt/bad odour in visible areas . All the consumable and machinery (as per demand) are not be used/ not available.Cleaning is not happening/happening in timely manner.Poor Performance	Poor (0%)	1
Areas are not cleaned properly, there is presence of dust, stains, dirt, bad odour, in areas and elements.Consumable and machinery are not being used to the satisfaction. Delay in cleaning timelines.	Unacceptable.	0

Location : Govt. Hospital

Area Inclusions		Ratings by Buyer	Maximum Rating
Buyers Evaluation	Cabin/OPD	4	4
	Washroom	2	4
	Lobby	1	4
	OT	4	4
	Morgue	3	4
	Total Score	14	20
	Score %	70%	

Feedback	No. of Feedbacks	Weightage	Scores
Excellent	9	100%	

Users Evaluation	OK	12	90%	10.8
	Poor	25	0%	0
	Total	46		19.8
Score %		43%		

Performance evaluation	Score achieved	Weightage	Final Score
Buyers Evaluation	70%	80%	56.00%
Users Evaluation	43%	20%	9%
Total Score			65%

There will be 2 types of evaluator for service quality provided by service provider.

1) Users (Employees/Patients/Visitors etc.)

2) Buyer (Nodal Officer/Consignee of buyer organization)

Service provider need to provide electronic/manual feedback system for users to rate the quality of the service for all type of areas taken in to consideration in contract or where ever the Service provider is providing cleaning, sanitation and disinfection service. Similarly, Buyer nodal officer will also give his feedback to the quality of delivered service. User feedback system should be made available to all the users throughout the period of contract.

Calculation of Buyer feedback Score : Feedback Ratings for all type of area under the contract should be added to reach a cumulative score and then same should be divided by cumulative maximum score to get a final buyer feedback score for quality of services. (Refer to Buyer evaluation table) (Rating system - 0 to 4)

Calculation of User feedback Score : User will provide feed back on the quality of service on parameters of excellent, Ok and Poor. The no. of these feedbacks on each parameter will be counted to get a cumulative no. of feedback received. The no. of counts of each parameter will be multiplied by weightage defined in above table to get the score for each parameter. The overall cumulative score should be divide by total no. of feedback received to get the final user feedback score for the service. (Refer to Buyer evaluation table) (Rating system - Excellent, Ok and Poor)

Now to get the overall final score for the service for a particular billing cycle, the final buyer feedback score X 20% = A and final user feedback score X 80% = B

Final Score = A+B

Disinfection Service- Scope and Guidelines

Over and above the Service Level Agreement (SLA) which is applicable for Cleaning & Sanitation Service , the following Guidelines issued by National Centre for Disease Control (NCDC) and Ministry of Health and Family Welfare (MoH&FW) will also constitute the SLA for Disinfection Service :

a) NCDC Guidelines:

Scope: This document aims to provide interim guidance about the environmental cleaning / decontamination in quarantine camp facilities (e.g. barracks, cubicles in rooms, offices, and toilets, etc.) where persons with potential exposure to COVID-19 have housed.

The causative agent involved in the current outbreaks of 2019-nCoV acute respiratory disease, the 2019-nCoV (genus: Betacoronavirus), belongs to the family of Coronaviridae, a large family of enveloped, positive-sense single-stranded RNA viruses. Coronaviruses are transmitted in most instances through large respiratory droplets and contact transmission, but other modes of transmission have also been proposed worldwide.

The time of survival and the conditions affecting the 2019-nCoV viability in the environment are currently unknown. According to studies assessing the environmental stability of other coronaviruses, the Severe Acute Respiratory Syndrome coronavirus (SARS-CoV) is estimated to survive several days in the environment and the Middle East Respiratory Syndrome-related coronavirus (MERS-CoV) more than 48 hours at an average room temperature (20°C) on different surfaces [1-3].

Environmental cleaning: Due to the potential survival of the virus in the environment for several days, the premises and areas potentially contaminated with the 2019-nCoV should be cleaned before their re-use, using products containing antimicrobial agents known to be effective against coronaviruses. Although there is lack of specific evidence for their

effectiveness against 2019-nCoV virus, cleaning with water and household detergents and use of common disinfectant products should be sufficient for general precautionary cleaning. Tests carried out using SARS-CoV showed that sodium hypochlorite is effective.

These guidelines provide guidance for environmental cleaning in quarantine facilities housing people exposed/ potential exposure to COVID-19 and have been adapted based on the Hospital Infection Prevention and Control guidelines drafted by NCDC in collaboration with WHO and other stakeholders.

Area/Items

Item/Equipment

Process

Method/ Procedure

Clinical Area

General clinical areas

Dust mops Mop

Sweeping Cleaning

- Sweep with the dust mop or damp mop to remove surface dust. Sweep under the furniture and remove dust from corners. Gathered dust must be removed using a hearth brush and shovel.
- The sweep tool should be cleaned or replaced after use.
- Prepare cleaning solution using detergent with warm water
- Use the three-bucket technique for mopping the floor, one bucket with plain water and one with the detergent solution.
- First mop the area with the warm water and detergent solution.
- After mopping clean the mop in plain water and squeeze it.
- Repeat this procedure for the remaining area.
- Mop area again using sodium hypochlorite 1% after drying the area.
- In between mopping if solution or water is dirty change it frequently.
- Mop the floor starting at the far corner of the room and work towards the door.
- Clean articles between cleaning.

Floors (clinical areas) – daily mopping

(No broom will be used for sweeping)

Daily mopping

Detergent/ sanitizer–hot water, sodium hypochlorite(1%)

Three buckets (one with plain water and one with detergent solution;

one bucket for sodium hypochlorite(1%)

Note: Mopping should be done

twice a day

Ceiling and Walls

Sweeping tool Duster

Damp dusting

- Damp dusting with a long handled tool for the walls and ceiling done with very little moisture, just enough to collect the dust.
- Damp dusting should be done in straight lines that overlap one another.
- Change the mop head/cover when soiled.

Bowl/ small bucket of soap solution
Plain water

Note: Should be done once a week or after examining a suspect case

	Care of mop	Hot water Detergent Sodium hypochlorite 1%	<ul style="list-style-type: none"> Clean with hot water and detergent solution, disinfect it with sodium hypochlorite and keep for drying upsidedown.
Doors and door knobs	Damp cloth or Sponge squeeze mop Detergent	Thorough washing	<ul style="list-style-type: none"> The doors are to be washed with a brush, using detergent and water once a week (on one defined day); gently apply cloth to soiled area, taking care not to remove paint, then wipe with warm water to remove excess cleaning agent. Door knobs and other frequently touched surfaces should be cleaned daily.
Isolation room	Detergent/ Sanitizer- warm water, sodium hypochlorite (1%) Three buckets (one with plain water and one with detergent solution); separate bucket for sodium hypochlorite (1%)	Terminal cleaning	<ul style="list-style-type: none"> Before cleaning an isolation room, liaise with infection control team for details of any special requirements. Staff will be instructed on specific cleaning procedures required with reference to Safety uniform to be worn. Chemicals or disinfectants to be used. Also, if bed screen and shower screen are to be cleaned or changed, refer cleaning in isolation rooms.
All clinical areas/ Laboratories/ Wherever spill care is required	Sodium hypochlorite (1%) Rag piece Absorbent paper Unsterile gloves Spill care kit Mop Hot water	Blood and body fluid spill care	<ul style="list-style-type: none"> Wear non-sterile gloves. For large spills, cover with absorbent paper/ rag piece if any broken glass and sharps, using a pair of forceps and gloves, carefully retrieve. Use a large amount of folded absorbent paper to collect small glass splinters. Place the broken items into the puncture proof sharps container. Cover the spill with sodium hypochlorite(1%)for 10-20 minutes contact time. Clean up spill and discard into infectious waste bin, and mop area with soap and hot water. Clean the mop and mop area with 1% sodium hypochlorite. Wash mop with detergent and hot water and allow it to dry.
Stethoscope	Alcohol-based rub/Spirit swab	Cleaning	<ul style="list-style-type: none"> Should be cleaned with detergent and water. Should be wiped with alcohol based rub/spirit swab before each patient contact.

BP cuffs and covers	Detergent Hot water	Washing	<ul style="list-style-type: none"> Cuffsshouldbewipedwithalcohol- based disinfectant and regular laundering is recommended for the cover.
Thermometer	Detergent and water Alcohol rub Individual thermometer holder	Cleaning	<ul style="list-style-type: none"> Should be stored dry in individual holder. Clean with detergent and tepid water and wipe with alcohol rub in between patient use. Store in individual holder inverted. Preferably one thermometer for each patient.
Injection and dressing trolley	Detergent and water Duster Disinfectant (70% alcohol)	Cleaning	<ul style="list-style-type: none"> To be cleaned daily with detergent and water. After each use should be wiped with disinfectant.
Refrigerators	Detergent and water Absorbent paper or clean cloth	Cleaning (weekly)	<ul style="list-style-type: none"> Empty the fridge and store thingsappropriately. Defrost, decontaminate and clean with detergent. Dry it properly and replace the things. Weekly cleaning is recommended.
Area/Items	Item/Equipment	Process	Method/ procedure
Lodging area			
General cleaning	Detergent and	Daily mopping	<ul style="list-style-type: none"> Scrub floors with hot water and detergent with using minimal water. (Do not pour thewater.) Clean with plainwater. Allow to dry

	warm water	Floors	<ul style="list-style-type: none"> Hypochlorite 1% mopping can be done. <p>Note: Recommend general cleaning procedure should be done twice a day</p>
	Mop		
	Two buckets Clean	Thorough	
	utility gloves	washing	
	Handmops		
Lockers, tables, cupboard, wardrobes, benches, shelves and cots	Damp duster Warm water Detergent Dry duster	Damp dusting	<ul style="list-style-type: none"> Damp dust with warm water and detergent.
Railings	Detergent/ Sanitizer-hot water, sodium hypochlorite 1%	Daily dusting	<ul style="list-style-type: none"> Damp dust with warm water and detergent followed by disinfection with hypochlorite
	Three small buckets/ or big bowls		
	One with plain water		
	One with detergent solution		
	One for sodium hypochlorite 1%		
Mirrors and	Warm water	Cleaning	<ul style="list-style-type: none"> Using warm water and a small quantity of detergent and using a damp cloth, wipe over the mirror and surround, then using a dry lint-free cloth, buff the mirror and glass to a clean dry finish.
Glass	Detergent water/		
	cleaning solution		
	Damp cloth Wiper		

Sluice room steel/ Any other sink	Stainless Powder cleanser Detergent powder Wiper Cloth	Cleaning	<ul style="list-style-type: none"> Sinks are to be cleaned with a powder cleanser. First wet the sink. Sprinkle a little powder cleanser and work around the surface with a cloth, include the plug hole. Do not use the powder cleanser on dry sink. After removing spillage and any stains, flush away with running water. Wipe down the surface of the sink.
Pantry furniture	Duster	Dusting	<ul style="list-style-type: none"> Damp dust
Telephone	Warm water detergent solution Duster	General cleaning	<ul style="list-style-type: none"> Damp dust with warm water and detergent. Paying special attention to the ear and mouth piece and dry it properly.
Desks	Damp cloth Furniture polish	Dusting	<ul style="list-style-type: none"> Wipe top sides and draw handles with a damp cloth. Wooden desks should be cleaned with furniture polish and buffed to clear glows. Pen holder etc. to be cleaned or dusted.
Chairs (Vinyl)	Warm water and detergent	Cleaning	<ul style="list-style-type: none"> Wipe down with warm water and detergent. Remove any marks under arms and seat. Check for damage to stoppers, if stopper require replacement, report to maintenance department.
Furniture and fittings	Warm water and detergent Rag piece	Dusting	<ul style="list-style-type: none"> Using warm water and detergent, damp dust all furniture and fittings, including chairs, stools, beds, tables, cupboards, wardrobes, lockers, trolleys, benches, shelves and storage racks, waste/ bins, fire extinguishers, oxygen cylinders, televisions window sills and dry properly.
Bed tables, bedside lockers	Warm water and detergent Wiper Duster	Cleaning	<ul style="list-style-type: none"> Wipe down over bed table. Wipe top and underneath base and stand, using warm water and detergent. Dry on completion. Wipe down the bedside. Remove marks from fronts of draws and sides. Using warm water and detergent, wash the top to remove any sticky marks and dust.
Light switches and over-bed lights	Damp cloth (never wet) Detergent Warm water	Cleaning	<ul style="list-style-type: none"> Light switches to be cleaned of dust, spots and finger marks. Clean with a damp cloth (never wet) and detergent. Over-bed lighting to be damp dusted. Clean with warm water and detergent.
Curtains	Soft clothes Water Mild soap solution	Cleaning	<ul style="list-style-type: none"> Clean with water and soap for curtains

White clothes	Sodium hypochlorite 1% Tap water	Washing	<ul style="list-style-type: none"> Should be washed under running water and soaked in 1% sodium hypochlorite for 20minutes. <p>Note: PPE should be worn while washing soiled linen.</p>
Mattress and pillow covers (cloth)	Tap water	Washing	<ul style="list-style-type: none"> Mattress and pillows should be covered with a reusable mattress cover. It should be changed for each patient and when soiled sent to the laundry according to schedule.
Mattress/ Pillow with rexin cover	Sodium hypochlorite 1%	Terminal Damp dusting and cleaning	<ul style="list-style-type: none"> If with rexin cover, can be cleaned with 1% sodium hypochlorite before use for next patient If routine mattress, dry it in bright sunlight for 1-2 days before using for next patient
Normal/ without rexin	Sunlight	Drying in sunlight	
Water jars	Vim powder Soap and water	Cleaning	<ul style="list-style-type: none"> Recommended boiled water for drinking Water jars should be scrubbed/ cleaned with soap and water and boiled water before filling withwater.
Areas	Agents / Toilet cleaner	Procedure	
Cleaning of toilets			
Toilet pot/ commode	Sodium hypochlorite 1%/ Soap powder / long handle angular brush		<ul style="list-style-type: none"> Inside of toilet pot/commode: Scrub with the recommended agents and the long handle angular brush. Outside: Clean with recommended agents; use a nylon scrubber.
Lid/commode	Nylon scrubber and soap powder		<ul style="list-style-type: none"> Wet and scrub with soap powder and the nylon scrubber inside and outside
Toilet floor	Soap powder and scrubbing brush/ nylon broom		<ul style="list-style-type: none"> Scrub floor with soap powder and the scrubbing brush Wash with water Use sodium hypochlorite1% dilution

Tap	Nylon scrubber and soap powder	<ul style="list-style-type: none"> Wet and scrub with soap powder and the nylon scrubber.
Outside sink	Soap powder and nylon scrubber	<ul style="list-style-type: none"> Scrub with the nylon scrubber.
Showers area / Taps and fittings	Warm water Detergent powder Nylon Scrubber	<ul style="list-style-type: none"> Thoroughly scrub the floors/tiles with warm water and detergent Wipe over taps and fittings with a damp cloth and detergent. Care should be taken to clean the underside of taps and fittings. Taps should be dried after cleaning
Soap dispensers	Detergent and water	<ul style="list-style-type: none"> Daily dusting Should be cleaned weekly with detergent and water and dried.

Note: Dry the floors with a separate drying mop.

Service Formula:

Number of cycles*Total Area in Sq. Metre*Frequency of service*Standard unit rate per frequency per cycle

MoHFW Guidelines may be accessed from the below mentioned link:

<https://www.mohfw.gov.in/pdf/Guidelinesoninfectionofcommonpublicplacesincludingoffices.pdf>

Nano tech/Laser cleaning/Antimicrobial Coating Service – SLA and Guidelines

Over and above the Service Level Agreement (SLA) which is applicable for Cleaning & Sanitation Service, if the buyer selects Nano tech/Laser cleaning/Antimicrobial Coating Service as nature of service, the following will also constitute the SLA for buyers and service providers:

- Microbial Assessment of all high touch surfaces before service using ATP Detection Method or TVC Culture Test to know the current level of risk.
- Disinfection of the whole of indoor areas of the facility using government approved chemical through ULV Fogging method to kill all microbes from every hard and soft surfaces.
- Electrostatic Application of Organosilane Antimicrobial to protect the whole of indoor areas of the facility for a minimum period of 30 days. The antimicrobial protection to be applied on every hard and soft surface.
- Microbial assessment of all high touch surfaces post service on the same day using ATP detection method or TVC culture test.
- Periodic microbial assessment every 15 days of all high touch surfaces post service on the same day using ATP detection method or TVC culture test to analyze the efficacy of antimicrobial treatment and planning for re-treatment cycle.

Scope and Guidelines for Healthcare Space

Over and above the Service Level Agreement (SLA) which is applicable for Cleaning & Sanitation Service, if the buyer selects Healthcare as type of space, the guideline as mentioned in the National Guidelines for Clean Hospitals 2015 will also constitute the SLA for buyer and service providers.

https://main.mohfw.gov.in/sites/default/files/7660257301436254417_0.pdf

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of Work for the Service : [click here](#)

अतिरिक्त डेटा/दस्तावेज़: विक्रेता | Additional Data/Document(s) : Seller

1. Statutory Auditors Certificate/ Ca Certificate/ Audited Financial Statements : [click here](#)
2. Attested Copy Of The Labour License Under The Contract Labour (regulation & Abolition) Act : [click here](#)
3. Attested Copy Of The Employee Provident Fund Registration Certificate : [click here](#)

4. Self-attested Copy Of Telephone Bill/electricity Bill/registered Lease Deed Supporting The Address For The Presence Of Geographical Presence : [click here](#)
5. The Entity Should Be Either Registered As A Company Under Companies Act 1956/ 2013 Or As A Partnership (including Limited Liability Partnership) Under Partnership Act, 1932 :[click here](#)
6. Copies Of The Work Order/contract Agreement Stating The Total Area : [click here](#)
7. Certificate (Requested in ATC) : [click here](#)
8. Evidence For In-house Training Centers Such As In-house Training Manuals/guidelines/certificates Issued To Trainees (at Least 10) With Self-attested Undertaking. : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली 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	

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic:

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

2.2 Service & Support:

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.

2.3 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.4 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.5 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.

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687777048440

अनुबंध तिथि | Contract Generated Date : 14-Jan-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5390758](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्ररूप Type : Central Autonomous</p> <p>मंत्रालय Ministry : Ministry of Education</p> <p>विभाग Department : Department of School Education and Literacy</p> <p>संगठन का नाम Organisation Name : KENDRIYA VIDYALAYA SANGATHAN</p> <p>कार्यालय क्षेत्र Office Zone: Head Quarters, New Delhi</p>	<p>पद Designation : Section Officer</p> <p>संपर्क नंबर Contact No. : 011-26521841-</p> <p>ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India</p>

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
<p>आईएफडी सहमति IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Commissioner ,KVS</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Commissioner ,KVS</p>	<p>Role: PAO</p> <p>भुगतान का तरीका Payment Mode: Offline</p> <p>पद Designation : JOINT COMMISSIONER Fin</p> <p>ईमेल आईडी Email ID : jcfinkvs-mhrd@gov.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address: KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India</p>

परेशिती विवरण Consignee Details		
क्र.सं. S.No	परेशिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 011-26521841- ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India	Hiring of Professionals for Application Development and Maintenance - Software Support; Software Application Support; 6 years and Less than 9 years
		Hiring of Professionals for Application Development and Maintenance - Network Support; Senior Network Support Engineer; 6 years and Less than 9 years
		Hiring of Professionals for Application Development and Maintenance - Network Support; Network Support Engineer; 3 years and Less than 6 years
		Hiring of Professionals for Application Development and Maintenance - Support Engineer; General Management Support Engineer; 3 years and Less than 6 years

सेवा प्रदाता विवरण Service Provider Details
<p>जेम विक्रेता आईडी GeM Seller ID : 9CE0180000107345</p> <p>कंपनी का नाम Company Name : ADG ONLINE SOLUTIONS PRIVATE LIMITED</p> <p>संपर्क नंबर Contact No. : 09289134399</p> <p>ईमेल आईडी Email ID : info@adgonline.in</p> <p>पता Address : 1ST FLOOR,103,104,105,Charmwood plaza,Charmwood village,suraj kund, Faridabad, HARYANA-121009, -</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-HR-03-0001978</p> <p>जीएसटीआईएन GSTIN: 06AAGCA9163M129 (B) , (M) , (R)</p> <p>एमएसई सामाजिक श्रेणी MSE Social Category : General</p> <p>एमएसई लिंग श्रेणी MSE Gender : Male</p>

*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-Jan-2025	सेवा समाप्ति तिथि Service End Date : 20-Jan-2027
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श्रेणी नाम | Category Name : Hiring of Professionals for Application Development and Maintenance

बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of Resources as per role selected	Rate per resource per month
Type of roles	Software Support		
Role	Software Application Support		
Relevant experience in years	6 years and Less than 9 years		
Deployment of resource	Onsite		
Qualification of resource	Graduate BE/B.Tech in IT/Computer Science and Postgraduate - MCA/MTech with specialization in computers /electronics /IT or M.Sc.in CS/IT		
Certification requirement for deployed resource	Na		

Experience in Languages	Not Applicable	1	63130
Experience in Platform/Database	CMS		
Experience in Tools and Frameworks	Drupal, Wordpress		
Relevant Functional / Domain Expertise	Offline service capabilities, Cloud and Web Technology		
Whether buyer will conduct interview of proposed resources before deployment	Yes		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
कुल राशि (सूत्र) Total Amount (Formula) : (Rate per resource per month*Number of months for which resource(s) needs to be d eployed during contract period*Number of Resources as per role selected)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		1515120	
कुल एडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		1515120	
श्रेणी नाम Category Name : Hiring of Professionals for Application Development and Maintenance			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of Resources as per role selected	Rate per resource per month
Type of roles	Network Support	1	63130
Role	Senior Network Support Engineer		
Relevant experience in years	6 years and Less than 9 years		
Deployment of resource	Onsite		
Qualification of resource	Relevant Graduate degree BCA BTech BScCSIT or polytechnic diploma in electronics and communication with Diploma in hardware and networking		
Certification requirement for deployed resource	Na		
Experience in Languages	Not Applicable		
Experience in Platform/Database	Not Applicable		
Experience in Tools and Frameworks	Not Applicable		
Relevant Functional / Domain Expertise	Offline service capabilities		
Whether buyer will conduct interview of proposed resources before deployment	Yes		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
कुल राशि (सूत्र) Total Amount (Formula) : (Rate per resource per month*Number of months for which resource(s) needs to be d eployed during contract period*Number of Resources as per role selected)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		1515120	
कुल एडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		1515120	
श्रेणी नाम Category Name : Hiring of Professionals for Application Development and Maintenance			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of Resources as per role selected	Rate per resource per month
Type of roles	Network Support		
Role	Network Support Engineer		
Relevant experience in years	3 years and Less than 6 years		
Deployment of resource	Onsite		
Qualification of resource	Relevant Graduate degree BCA BTech BScCSIT or polytechnic diploma in electronics and communication with Diploma in hardware and networking		
Certification requirement for deployed resource	Na		

Experience in Languages	Not Applicable	1	41665.8
Experience in Platform/Database	Not Applicable		
Experience in Tools and Frameworks	Not Applicable		
Relevant Functional / Domain Expertise	Offline service capabilities		
Whether buyer will conduct interview of proposed resources before deployment	Yes		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
कुल राशि (सूत्र) Total Amount (Formula) : (Rate per resource per month*Number of months for which resource(s) needs to be d eployed during contract period*Number of Resources as per role selected)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		999979.2	
कुल एडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		999979.2	
श्रेणी नाम Category Name : Hiring of Professionals for Application Development and Maintenance			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of Resources as per role selected	Rate per resource per month
Type of roles	Support Engineer	1	41665.8
Role	General Management Support Engineer		
Relevant experience in years	3 years and Less than 6 years		
Deployment of resource	Onsite		
Qualification of resource	Relevant Graduate degree BCA BTech BScCSIT or any Graduate with one year PG diploma in Computer Application		
Certification requirement for deployed resource	Na		
Experience in Languages	Not Applicable		
Experience in Platform/Database	MySQL		
Experience in Tools and Frameworks	MS Office		
Relevant Functional / Domain Expertise	Offline service capabilities, MS Excel VBA Vlookup etc MS Access Power Point		
Whether buyer will conduct interview of proposed resources before deployment	Yes		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
Number of months for which resource(s) needs to be deployed during contract period	24		
कुल राशि (सूत्र) Total Amount (Formula) : (Rate per resource per month*Number of months for which resource(s) needs to be d eployed during contract period*Number of Resources as per role selected)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		999979.2	
कुल एडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		999979.2	
अनुबंध की राशि Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		5030198.4	
एसएलए विवरण SLA Details			
SPECIAL TERMS AND CONDITIONSFORHIRING OF PROFESSIONALS FOR APPLICATION DEVELOPMENT AND MAINTENANCE			
1. Preamble A. All Hiring of Professionals for Application Development and Maintenance service relatedcontracts placed through GeM shall be governed by the following set of Terms and Conditions: I. General terms and conditions for Goods and Services. II. Service STC contained in this document III. BID / Reverse Auction specific ATC			

B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions.

C. This document represents the Special Terms and Conditions ("STC") and 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, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goal

The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goal of this document is to:

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

This 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.

3. Stakeholders

The main stakeholders associated with this agreement are:

1. Buyer: The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms.
2. Service Provider: The service provider is responsible to provide all the required services in timely manner and to the satisfaction of buyer or its authorized representative. The service provider may also include seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document

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.

4. Service Scope

This service may be availed to hire IT resources basis person-month rates for the purpose of solutioning/architecture, application development, testing, database administration & development, UI/UX, roll-out management, technical documentation, and other related scope of work.

- Buyer is expected to upload detailed scope of work while creating a bid
- Buyer may specify if interview of candidate will be conducted during bid creation.

5. Terms and Conditions

5.1 Buyer's Obligations

- i. Except as expressly otherwise provided, the Buyer shall, at its own expense, provide all the required internet facilities at the location(s) and other supporting licenses, hosting infrastructure etc where the services are to be provided to enable Service Provider's employees to perform and deliver the scope of work.
- ii. 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 the Services as soon as possible after the Buyer becomes aware of them.
- iii. The Buyer shall not be under any obligation for providing employment to any of the personnel of the Service Provider after the expiry of the contract. The Buyer does not recognise any employee employer's relationship with any of the workers of the Service Provider.
- iv. Buyer or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, acceptance certificates, payments etc. to the service provider

5.2 Service Provider's Obligations

- i. The service provider would be required to provide sufficient and qualified manpower as specified in the bid and capable of supporting the functioning of the project/department.
- ii. Regular progress reporting and review of the same with the concerned buyer representative will be an integral part of the responsibility of the Service Provider.
- iii. The Service Provider would be required to provide sufficient and qualified manpower for further selection/replacement, capable of supporting the functioning of the project/department in a manner agreed with the Buyer. The resources provided must be deployed for the duration of the contract. In situations that necessitate the replacement of any resource, the alternate resource proposed must be equally or better qualified than the previous resource. Furthermore, the replacement of any resource must be approved by the Buyer. Service Provider must also ensure that a suitable handholding (knowledge transfer) period is provided by the outgoing resource to the new resource.
- iv. The Service Provider shall provide manpower at Buyer's premises / offsite as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the contractual period and it shall always form part of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.
- v. The service provider will follow the working hours and calendar of the buyer department. In an event of deployed personnel availing leave, prior permission from buyer needs to be taken and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with buyer.
- vi. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.

5.3 Standard Terms and Condition

- i. Independent Contractor - The relationship between Buyer and service provider under this agreement is that of principal to principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, Service Provider nor the personnel of the Service Provider shall become the employee of the Buyer under this Agreement. The Buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The Service Provider shall make them known about this position in writing before deploying the personnel to the Buyer site. The Buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service Provider or its employees.
- ii. 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.
- iii. In an event that, for any reason, the manpower provided changes their contact number during the tenure of the contract then the service provider will immediately notify the buyer of the above change.
- iv. The persons deployed by the service provider shall solely be the responsibility of the service provider and buyers shall have no obligation for any sort of claims raised by the service provider's employees/personnel. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the buyer's premises and shall be responsible to fulfil all obligations under applicable laws without any recourse to the buyer.
- v. The service provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant acts as may become applicable during the tenure of the contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
- vi. The service provider shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same may need to be submitted by the service provider. The service provider shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
- vii. The service provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- viii. The service provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the buyer shall not have any liability whatsoever on this account.
- ix. If required by the buyer and wherever applicable, the service provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the service provider.
- x. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with the buyer. In case the manpower deputed by the service provider is found not suitable, the service provider shall replace such manpower without any additional cost to the buyer, if directed by the buyer. The

Service Provider may remove / replace any resource with an equally or better qualified resource only after seeking prior permission of the Buyer.

xi. The Buyer or its representative shall have the right to inspect and/or to test the Services/Solution/Technology at any time to check their conformity to the contract specifications at no extra cost to the Buyer.

xii. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced 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 the applicable laws/acts/rules shall only rest with the Service Provider.

xiii. Limitation of Liability: Notwithstanding anything to the contrary herein, in no event shall the buyer be liable for the death, injury or accident to the staff engaged by the Service Provider for any such study which may arise out of and in the course of performing duties and shall not be liable to any damages or compensation to such person or third party.

xiv. The Service Provider shall not use Confidential Information, except for the purposes of providing the Service as specified under this contract; The Service Provider may only disclose Confidential Information in the following circumstances with the prior written consent of Buyer Department to a member of the Service Provider if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

1. The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Buyer Department

2. The Service Provider shall notify Buyer Department promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Buyer Department.

xv. Indemnification Clause: Service Provider shall indemnify the Buyer from any third party claims, for the data breach of personal details, in addition to other remedies and damages available, to the Buyer including seeking for temporary injunction to restrain further violation of the breach of such data.

xvi. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the buyer.

5.4 Payment Schedule

- i. The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.
- ii. Payment schedule to be as per payment terms specified in bid document.

6. Penalties and Termination

S No.	Description	Penalty (in %age of contract value)
1.	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, penalty @1% per day of the value of monthly cost. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
2.	If the employee is absent for more than 2 days without informing or taking prior approval.	Substitute within 2 days with equivalent resource, failing which, penalty @ 1% per day of the total value of the absent resources up to 15 days. Beyond 15 days, penalty @ 2% per day of the total value
3.	Replacement of a resource by Service Provider without the Buyer's consent	Penalty equivalent to one month's fees of the resource.
4.	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.
5.	If any SLA is breached beyond 3 instances in any billing period	Breach of contract
6.	If cumulative penalties reach 10% of the contract value	Termination of contract

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

- 1. Payment Terms : Monthly
- 2. Scope of Work : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

- 1. Certificate (Requested in ATC) : [click here](#)
- 2. Documentary Evidence For Minimum Number Of It Professionals On Payroll As Specified In Bid Document : [click here](#)
- 3. Certificates To Be Uploaded As Mentioned In Bid Document : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली 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

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
- 1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*

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

2.2 *Payment:*

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.

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

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

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687765787122

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5317960](#)

संगठन विवरण | Organisation 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: Head Quarters, New Delhi

खरीदार विवरण | Buyer Details

पद | Designation : Section Officer
संपर्क नंबर | Contact No. : 011-26521841-
ईमेल आईडी | Email ID : yatish.kumar86@kvs.gov.in
जीएसटीआईएन | GSTIN : -
पता | Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval: Commissioner ,KVS
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : Commissioner ,KVS

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO
भुगतान का तरीका | Payment Mode: Internet Banking
पद | Designation : JOINT COMMISSIONER Fin
ईमेल आईडी | Email ID : jcfinkvs-mhrd@gov.in
जीएसटीआईएन | GSTIN : -
पता | Address: KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India

परेषिती विवरण | Consignee Details

क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 011-26521841- ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India	Hiring of Electric Vehicles (Short Term) for Delhi Govt. Users - TATA Tigor EV; 2400 KMs & 300 Hours

सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : 5BE2180000097850
कंपनी का नाम | Company Name : MUKHIJA TRAVELS
संपर्क नंबर | Contact No. : 09810103308
ईमेल आईडी | Email ID : MUKHIJATOURS@YAHOO.COM
पता | Address : 811-A,POCKET-II,811 A POCKET 2,PASCHIM PURI, NEW DELHI, DELHI-110063, -
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-DL-11-0010499
जीएसटीआईएन | GSTIN: 07AJEPM0159P1ZV (R) , (S) , (M)

खरीदार द्वारा सत्यापित एमएसएमई स्थिति | MSME Status as verified by buyer : Verified

एमएसई सामाजिक श्रेणी | MSE Social Category : General
एमएसई लिंग श्रेणी | MSE Gender : Female

*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): 01-Dec-2024 सेवा समाप्ति तिथि | Service End Date : 30-Nov-2026

श्रेणी नाम | Category Name : Hiring of Electric Vehicles (Short Term) for Delhi Govt. Users

बिलिंग चक्र | Billing Cycle: monthly

विवरण Description	Number of Vehicles	Cost per Hiring month inclusive of GST (INR)
Type of Vehicle	TATA Tigor EV	538998
Packages	2400 KMs & 300 Hours	
Color of the Vehicle	White	
District	NA	
Zipcode	NA	
Number of Months within Contract Period for hiring of vehicle	24	

कुल राशि (सूत्र) | Total Amount (Formula) :

(Cost per Hiring month inclusive of GST (INR)*Number of Vehicles*Number of Months within Contract Period for hiring of vehicle)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		4679760												
कुल ऐडऑन मूल्य Total Addon Value(INR)		0												
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		4679760												
अनुबंध की राशि Amount of Contract														
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		4679760												
एसएलए विवरण SLA Details														
<div><div><div>SPECIAL TERMS AND CONDITIONS FOR</div><div>LEASING OF E-VEHICLES</div></div></div>														
<div><div>1. Preamble</div><p>This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer / Hiring Agency and the Service Provider / Vendor.</p><p>The purpose of this Agreement is to facilitate the long-term Leasing of Electric Vehicles (EV). The Service Provider would provide the required equipment and personnel for the mentioned shifts as per the requirements of the Buyer / Hiring Agency.</p><p>This Agreement outlines the scope of work, stakeholders' obligations and general terms and conditions of all services covered as they are mutually understood by the stakeholders.</p></div>														
<div><div>2. Objective and Goals</div><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 the Buyer / Hiring Agency by the Service Provider. The goals of this Agreement are to:</p><div><div>2.1 Provide clear reference to service ownership, accountability, roles and/or responsibilities.</div><div>2.2 Present a clear, concise, and measurable description of service provision to the customer.</div><div>2.3 Establish Terms and Conditions for all the involved stakeholders.</div><div>2.4 To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.</div></div></div>														
<div><div>3. Stakeholders</div><p>The main stakeholders associated with this SLA are:</p><div><div>3.1 Service Provider(s)/</div><div>3.2 Buyer / Hiring Agency</div></div><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></div>														
<div><div>4. Type of Lease</div><div><div>4.1 Wet Lease: Wet lease covers the complete cost of vehicle at the time of lease, cost of driver during the contract period, complete maintenance of vehicle during the contract period and offers the buyer the facility to buyback the vehicle at the market value at the time of exhausting of the lease agreement. The cost of charging needs to be arranged by the Buyer / Hiring Agency</div><div>4.2 Dry Lease: Wet lease covers the cost of vehicle, complete maintenance of vehicle during the contract period. The cost of charging and the driver needs to be arranged by the Buyer / Hiring Agency</div></div></div>														
<div><div>5. Scope of Service</div><div><div>5.1 EV Usage Type: Leasing</div><div>5.2 Timeframe – 1 to 36 months</div><div>5.3 Cure Period: The time between issue of letter/ email regarding default/ non-conformity/ breach and the last date to resolve the default/ non-conformity/ breach. Cure period and notice period can run simultaneously.</div><div>5.4 Selection criterion: Lowest cost in INR / month</div><div>5.5 The Buyer will have the option to decrease or increase the number of such vehicles up to 20% of the contracted quantity.</div><div>5.6 The compliance of legal provisions/statutory requirements in respect of the hired e-vehicles shall be the responsibility of the Service Provider which shall also indemnify the Buyer / Hiring Agency against any damages/claims arising out of the Agreement.</div><div>5.7 The compliance of legal provisions/statutory requirements in respect of the hired e-vehicles shall be the responsibility of the Service Provider which shall also indemnify the Buyer / Hiring Agency against any damages/claims arising out of the Agreement.</div></div></div>														
<div><div>6. Vehicle Type</div><table><tr><th>Type of Vehicle</th><th>Description</th><th>Examples</th></tr><tr><td>Hatchback</td><td>This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3990 mm.</td><td></td></tr><tr><td>Sedan</td><td>This segment includes passenger cars with mid- size design in a three-box configuration, and usually a length between 3990 to 4500 mm.</td><td>Tata Tigor EV Mahindra E-Verito</td></tr><tr><td></td><td>This segment includes passenger cars with executive design in a</td><td></td></tr></table></div>			Type of Vehicle	Description	Examples	Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3990 mm.		Sedan	This segment includes passenger cars with mid- size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	Tata Tigor EV Mahindra E-Verito		This segment includes passenger cars with executive design in a	
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Premium Sedan	three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.	
SUV	This segment includes passenger vehicles which combine elements of road-going passenger cars with features from o-road vehicles, such as raised ground clearance and four-wheel drive and length between 3995 to 4500 mm.	
MUV	This segment includes vehicles for transport of passenger and material with a seating capacity of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT	Tata Nexon EV
Premium SUV/MUV	This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.	Hyundai Kona Premium
Luxury Sedan	This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.	
Luxury SUV/MUV	This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.	

7. Service Provider Obligations

7.1 The Service Provider(s) shall have experience of providing four-wheeler vehicles (internal combustion engine vehicles or electric vehicles) to public sector or private sector entities for hiring or leasing or purchasing.

7.2 **Provision of EV** – Service Provider to provide the entire contracted quantity of EVs to the Buyer / Hiring Agency within 2 weeks of signing the Agreement with clean interiors and proper upholstery. The Service Provider must provide a new vehicle at the beginning of the lease period.

7.3 **Additional Provisions for Wet Lease** – In case of wet lease, Vendor, at its own cost, to provide the Hiring Agency with chauffeurs who are uniformed, well-mannered, courteous, polite, punctual, equipped with mobile phone with a working number and active internet connection where google maps can be accessed to navigate the most efficient routes; and well acquainted with the roads surrounding the Hiring Agency's location with adequate knowledge of EV handling. Additional accessories / utilities to be provided include:

- Clean seat covers
- High quality music system
- Guide map book of the surrounding region
- Reading lamp
- Tissue paper box
- Car perfume
- Mobile charger
- Seat belts (front and rear)
- Umbrella
- Clean floor mats
- Fire extinguisher
- First Aid box
- Torch
- Mandatory spares

7.4 The Vendor shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the Vendor only and the Hiring Agency will not be liable for non-compliance of any Laws/Acts/Rules.

7.5 **Independent Contractors:** The relationship between Buyer and service provider under this agreement is on principal-to-principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, Service Provider nor the personnel of the Service Provider shall become the employee of the Buyer under this Agreement. The Buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages, or anything arising out of their employment/duty under this STC. The Service Provider shall make them known about this position in writing before deploying the personnel to the Buyer site. The Buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service Provider or its employees.

7.6 **Provision of Insurance** – Insurance of the EV to be borne by the Vendor for the period of the Agreement. The insurance agency can be chosen by the Vendor; however, the insurance will have to be comprehensive in nature.

7.7 **Provision of Alternate EV** – In case of any maintenance, repairs or breakdowns, the Vendor will supply the Hiring Agency with an alternate EV.

7.8 **Operational Expenses** – The Vendor shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Hiring Agency on actual basis as paid by the Vendor. The Vendor must raise an invoice for operational expenses covered under Clause 6.6 in the first week of every month for the preceding months.

7.9 **Provision for Maintenance** - Service Provider will have the responsibility for the free annual maintenance/servicing of the e-vehicles for the period of the contract; Service Provider shall also replace the battery when its capacity goes below 75% of optimum capacity (as shown by the relevant dashboard indicator or mobile application or as certified by authorized service provider) and always maintain effective efficiency of the battery. The Service Provider must provide a schedule of maintenance for the EV on a card and must obtain acknowledgement of each maintenance on the card from the Buyer / Hiring Agency after submission of proof for the same. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in non-duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to the Buyer / Hiring Agency.

7.10 **Provision of Support** – Service Provider shall maintain a dedicated 24*7 telephone/mobile number for emergencies. A nodal officer shall be appointed by the Service Provider to manage and address the Buyer / Hiring Agency's queries, complaints or suggestions 12 hours a day and 6 days a week.

7.11 All e-vehicles provided shall have all the necessary permits / licenses / clearances such as, but not limited to, fitness certificate, insurance, registration certificate, etc. as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial e-vehicles for this service.

7.12 The Service Provider shall ensure that the drivers of vehicles taken on wet lease are duly verified by the local police from a security perspective; the driver must have a valid driving license for the contract period.

7.13 The Service Provider shall ensure that the issues pertaining to the leave / rest of the driver are taken care of as per statutory rules / regulations.

7.14 The car tyres shall be repaired / replaced immediately by the Service Provider in case of any damages during the contract period.

7.15 The Service Provider shall raise an invoice in the first week of every month for the preceding month.

7.16 In case of a wet lease, the Agreement shall not lead to any relationship between the drivers of the e-vehicles and the Buyer / Hiring Agency; the payment of salary and other allowances including meeting all their statutory obligations shall be the sole responsibility of the Service Provider and no complaint by any of the drivers in this regard will be entertained by the Buyer / Hiring Agency.

8. Obligations of Buyer / Hiring Agency

8.1 **Arrangement of Driver** – In case of a dry lease, the Buyer / Hiring Agency is responsible for hiring the driver for the period of the Agreement including meeting their salary and allowance requirements and other statutory obligations.

8.2 **Space/Approval for Charging Stations** – The Buyer / Hiring Agency will apply for a separate electrical connection to be used exclusively for EV charging. Buyer / Hiring Agency will provide the space for and all necessary approvals to the Service Provider for installing the charging equipment in the premise selected by the Buyer / Hiring Agency. All electrical and preparatory work will be the responsibility of the Buyer / Hiring Agency.

8.3 **EV Charging Costs** – The Buyer / Hiring Agency will be responsible for all costs associated with the charging of the EV.

8.4 **Documentation** – Buyer / Hiring Agency shall sign all the documents relating to the registration / de-registration of the e-vehicles and the vehicle acceptance certificate upon delivery of the e-vehicles at the location specified by the Buyer / Hiring Agency.

8.5 **Payment** – Buyer / Hiring Agency shall pay the Service Provider against the raised invoice within 45 days of receipt of the invoice for all the e-vehicles contracted.

8.7 **Compliance to Rule 144(xi)** – 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"

8.6 **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.

8.7 **Payment of Extra Kilometres And Hours (Over And Above The Package)** – A variation up to 20% in distance shall be permitted for each package. Service Provider shall provide services at the same quoted rate for an additional 20% distance travelled on pro rata basis.

As soon as the actual distance for any package reaches 120% of the standard package bought on GeM, if there is a requirement for additional travel, an incremental cost of 20% per km shall be paid by the Buyer / Hiring Agency; this cost shall be calculated as 120% of the monthly package cost divided by the no. of km in the monthly package.

Overtime charges per hour will be hourly Minimum Wages as per the prevailing labour law.

9. Provision of Charging Station

9.1 The Service Provider must provide and install at least one charger (with a minimum power output of 3.3 kW) per EV to the Buyer / Hiring Agency at a location provided by the Buyer / Hiring Agency. The Service Provider may choose to install more than one charger per EV after obtaining requisite approvals from the Buyer / Hiring Agency. The Buyer / Hiring Agency will decide granting of such an approval based on space and cost requirements associated with fulfilling its obligation.

9.2. In case of wet lease, the Service Provider must ensure that all times, the vehicle should have enough charge to meet the Buyer / Hiring Agency's daily service requirements.

9.3 In case of Wet Lease, the Buyer / Hiring Agency can also require the Service Provider to note any particulars (E.g.: units consumed for any EV charging session) associated with the cost of charging.

9.4 **Registration and De-registration** – Service Provider shall ensure and bear all the costs associated with the registration and de-registration of e-vehicles with the regional transport authorities.

10. Logbook

10.1 The Service Provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the Buyer / Hiring Agency. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the Buyer / Hiring Agency. The logbook must have an option to record any breach of SLA which must be logged, and counter signed by the Buyer / Hiring Agency. Any costs borne by the Service Provider for EV charging must also be noted in the logbook and must be countersigned by the government official.

10.2 On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

10.3 The Service Provider shall thereafter update the logbook on the GeM portal as per the logbook process. Once the service provider updates the logbook online, the Buyer / Hiring Agency shall either accept or reject these entries within 15 days of the receipt of the logbook.

10.4 The Buyer / Hiring Agency will also record any service non delivery or non-performance issue as derived from the logbook and assign subsequent penalties. Failure to act on logbook entries updated by Service Provider shall be deemed as accepted.

10.5 The Service Provider can raise an issue against the rejection of any entry by the Buyer / Hiring Agency within 7 days of such rejection with the designated representative of the Buyer / Hiring Agency.

11. Payment Terms

11.1 The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer / Hiring Agency.

11.2 No advance payment shall be made to the Service Provider.

11.3 The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.

11.4 Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

11.5 The Service Provider must raise an invoice for the services as well as for all expenses with relevant proofs of payment for the preceding month in the first week of each month. Additionally, the Service Provider must submit the logbook, service feedback and noting of penalty due to breach of SLAs. All the documentation must be submitted to the GeM portal in a manner as prescribed by the Buyer / Hiring Agency.

11.6 The Buyer / Hiring Agency must examine all documentation submitted by the Service Provider and ensure the entire payment to the Service Provider within 45 days of the submission of the documentation.

11.7 Payment must be made through bank transfer. No cash/cheque payments should be made.

12. Amendment to Contract

12.1 No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and which expressly states to amend the present Contract.

12.2 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: Increase or decrease in the manpower requirement or services to be provided Increase or decrease in duration of contract.

13. Termination of Contract

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

(a) 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 penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

(b) 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.

13.2 The **Buyer** shall have the right to terminate this Contract in part or in full in any of the following cases: -

(a) The service provider is declared bankrupt or becomes insolvent.

14. Penalties for Non-Compliance Of Service Level Agreement

Penalties will be levied on the Service Provider, for the violation of Service Level Agreement of the contract as mentioned below:

S.NO	Agreement Particular	Lower Performance	Penalties for Breach		
			1 st Instance	2 nd Instance	3 rd Instance
1	Delay in reporting for duty by driver/vehicle/ failure to provide alternate arrangements in case of delay or breakdowns	More than 15 mins and less than 1 hour	Rs 500 per e-vehicle	Rs 1000 per e-vehicle	Rs 2000 per e-vehicle
2	Delay of reporting of driver/backup e-vehicle	Over 1 hour breakdown or delay in reporting	Rs. 2500 per instance for the first 5 instances, after which the contract will be terminated		
3	Non-compliance to daily service hours/km requirement	EV Not complying to daily service hours/km as per requirements	Rs 500 per violation	Rs 1000 per violation	Rs 2000 per subsequent violation
4	Not maintaining the e-vehicle as per schedule	Rs. 1000 if delayed by one day, up to 10 days after which the contract will be terminated			
5	All mandatory certifications required for operation of e-vehicle should be obtained timely and remain valid	To be acquired before its expiry failing which contract will be terminated			
6	Change in driver without prior intimation to the Hiring Agency	Rs 500 for each instance			

Calculation Formula for the Service

\$total = \$cost*\$quantity*\$no_of_month

\$cost = Cost per Lease month inclusive of GST (INR)

\$quantity = Number of Vehicles

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Percentage Of Gst Applicable In The Rate Offered (in Percentage) : 5%
2. Certificate (Requested in ATC) : [click here](#)
3. Documentary Evidence To Be Submitted By Service Provider As Mentioned By Buyer In The Bid : [click here](#)
4. Please Upload The Document As Desired By Buyer Under Additional Condition : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

State Bank of India

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

5.00

बोली लगाने वाले को बोली 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

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.2 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Kendriya Vidyalaya Sangathan HQ

payable at

New Delhi

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.

2.3 Past Project Experience:

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.

2.4 Payment:

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.

2.5 Certificates:

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.

2.6 Service & Support:

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.

2.7 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

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

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

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687788976532

अनुबंध तिथि | Contract Generated Date : 12-Mar-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5586399](#)

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: Head Quarters, New Delhi	पद Designation : Section Officer संपर्क नंबर Contact No. : 011-26521841- ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, 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: Commissioner ,KVS वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Commissioner ,KVS	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : JOINT COMMISSIONER Fin ईमेल आईडी Email ID : jcfinkvs-mhrd@gov.in जीएसटीआईएन GSTIN : - पता Address: KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India

परेषिती विवरण Consignee Details		
क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 011-26521841- ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India	Hiring of Multimedia Creative Consultants - Manpower Based - Graphical designers; On Site; Any graduate with Diploma in designing/animation/multi media; 3-5
		Hiring of Multimedia Creative Consultants - Manpower Based - Copyright/content writer in English; On Site; Any graduate with relevant experience and writing skills in English; Minimum of 5 Years of experience with at least 2 years in Social Media Man..
		Hiring of Multimedia Creative Consultants - Manpower Based - Copyright/content writers in Hindi; On Site; Any graduate with relevant experience and writing skills in Hindi; Minimum of 5 Years of experience with at least 2 years in Social Media Manage..

सेवा प्रदाता विवरण Service Provider Details
जेम विक्रेता आईडी GeM Seller ID : 9CE0180000107345 कंपनी का नाम Company Name : ADG ONLINE SOLUTIONS PRIVATE LIMITED संपर्क नंबर Contact No. : 09289134399 ईमेल आईडी Email ID : info@adgonline.in पता Address : 1ST FLOOR,103,104,105,Charmwood plaza,Charmwood village,suraj kund, Faridabad, HARYANA-121009, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-HR-03-0001978 जीएसटीआईएन GSTIN: 06AAGCA9163M129 (B) , (M) , (R) एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male

*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): 01-Apr-2025		सेवा समाप्ति तिथि Service End Date : 31-Mar-2027	
श्रेणी नाम Category Name : Hiring of Multimedia Creative Consultants - Manpower Based			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		No. of Resources as per role selected	Cost as (Per Person Month) inclusive of all Taxes
Role	Graphical designers	1	56020.5
Deployment of Resource	On Site		
Qualification required	Any graduate with Diploma in designing/animation/multi media		
Total years of Experience (in Years)	3-5		
Number of Permanent employees on the payroll	26-50		
District	NA		
Zipcode	NA		

Number of months for which selected role/resource needs to be deployed during contract period		24		
Number of months for which selected role/resource needs to be deployed during contract period		24		
Number of months for which selected role/resource needs to be deployed during contract period		24		
<div>कुल राशि (सूत्र) Total Amount (Formula) : (Cost as (Per Person Month) inclusive of all Taxes*No. of Resources as per role s elected*Number of months for which selected role/resource needs to be deployed d uring contract period)</div>				
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)			1344492	
कुल एडऑन मूल्य Total Addon Value(INR)			0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)			1344492	
श्रेणी नाम Category Name : Hiring of Multimedia Creative Consultants - Manpower Based				
बिलिंग चक्र Billing Cycle: monthly				
विवरण Description		No. of Resources as per role selected	Cost as (Per Person Month) inclusive of all Taxes	
Role	Copyright/content writer in English	1	56020.5	
Deployment of Resource	On Site			
Qualification required	Any graduate with relevant experience and writing skills in English			
Total years of Experience (in Years)	Minimum of 5 Years of experience with at least 2 years in Social Media Management			
Number of Permanent employees on the payroll	26-50			
District	NA			
Zipcode	NA			
Number of months for which selected role/resource needs to be deployed during contract period	24			
Number of months for which selected role/resource needs to be deployed during contract period	24			
Number of months for which selected role/resource needs to be deployed during contract period	24			
<div>कुल राशि (सूत्र) Total Amount (Formula) : (Cost as (Per Person Month) inclusive of all Taxes*No. of Resources as per role s elected*Number of months for which selected role/resource needs to be deployed d uring contract period)</div>				
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)			1344492	
कुल एडऑन मूल्य Total Addon Value(INR)			0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)			1344492	
श्रेणी नाम Category Name : Hiring of Multimedia Creative Consultants - Manpower Based				
बिलिंग चक्र Billing Cycle: monthly				
विवरण Description		No. of Resources as per role selected	Cost as (Per Person Month) inclusive of all Taxes	
Role	Copyright/content writers in Hindi	1	56020.5	
Deployment of Resource	On Site			
Qualification required	Any graduate with relevant experience and writing skills in Hindi			
Total years of Experience (in Years)	Minimum of 5 Years of experience with at least 2 years in Social Media Management			
Number of Permanent employees on the payroll	26-50			
District	NA			
Zipcode	NA			
Number of months for which selected role/resource needs to be deployed during contract period	24			
Number of months for which selected role/resource needs to be deployed during contract period	24			
Number of months for which selected role/resource needs to be deployed during contract period	24			
<div>कुल राशि (सूत्र) Total Amount (Formula) : (Cost as (Per Person Month) inclusive of all Taxes*No. of Resources as per role s elected*Number of months for which selected role/resource needs to be deployed d uring contract period)</div>				
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)			1344492	
कुल एडऑन मूल्य Total Addon Value(INR)			0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)			1344492	

अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	4033476
एसएलए विवरण SLA Details	
SERVICES STC	
SPECIAL TERMS AND CONDITIONS	
FOR HIRING MULTIMEDIA CREATIVE CONSULTANTS	
<p>PREAMBLE:</p> <p>1. Hiring of Multimedia Creative Consultants contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ul style="list-style-type: none">i. General terms and conditions for Goods and Services;ii. Service Specific STC of Hiring of Multimedia Creative Consultants Service – as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;iii. BID/Reverse Auction specific ATC <p>2. Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC will prevail or supersede the GTC wherever there are any conflicting provisions.</p> <p>3. The above set of conditions along with scope of supply including price as enumerated in the contract document shall be construed to be part of the contract.</p> <p>4. This document represents a comprehensive Terms and Conditions 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 stakeholder</p> <p>Agreement Overview: This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and SPA providing the Multimedia Creative Consultants as services . The Service Provider would provide the required equipment (if any) and personnel (onsite or otherwise) as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and Terms and Conditions of all services covered as they are mutually understood by the stakeholders.</p> <p>Stakeholders</p> <p>The main stakeholders associated with this SLA are:</p> <p>1) Service Provider(s)/Service Provider</p> <p>2) Buyer</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. It is assumed that all stakeholders would have read and understood the same before signing the Agreement .</p> <p>Objective & 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">● Provide clear reference to service ownership, accountability, roles and/or responsibilities● Present a clear, concise and measurable description of service provision to the customer● Establish Terms and Conditions for all the involved stakeholders● To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons <p>Service Scope</p> <p>Introduction</p> <p>The scope of "Hiring of Multimedia Creative Consultants" is to provide specified number of creative consultants with requisite and prescribed qualifications and experience, to function and perform as per agreed terms and conditions to accomplish the scope of service /stated objective on a man month basis. The payment can be set to monthly/quarterly as per buyers' needs. However, such services may also be used in Delivery Based Mode too if buyer can arrive on requirement / role of consultants , their qualification , duration of hiring and corresponding number of resources to be deployed to accomplish the project .</p> <p>Buyer shall provide all details and information needed on line and use appropriate filters enabled on line for this service.</p> <p>An indicative list of activities that resources of Service Providers will be required to undertake are as follows but not limited to :</p> <p>(a) The performance and discipline of the resources provided by the Service Providers should be ensured by the Service Provider.</p> <p>(b) Regular progress reporting and review of the same with the concerned Project coordinator will be an integral part of the responsibility of the Service Provider.</p> <p>(c) Timely production of quality output will be an overarching responsibility of the Service Provider.</p> <p>(d) The Project plan including scope of work, job requirements, time lines and resource requirements shall be finalised by the concerned Buyer Department. These resources shall be engaged as per the requirements of the project.</p> <p>Broad scope of the Service may include but not restricted to :</p> <p>Manpower resource based hiring can be made for 360 degree support for multiple media channels or for specific channels exclusively such as social media. The buyer shall specify the same in the scope of work. Please note that below description is only a broad description and buyers are requested to make suitable amendments while uploading their scope of work.</p> <p>In case of 360 degree support, broad scope of service may include but not restricted to :</p> <p><u>Branding and communication</u> strategy – This will include developing a strategy aligned to vision of the organization, branding tools such as logo, developing visual consistencies, such as colour schemes, fonts and other templates to ensure uniformity , selecting appropriate media channels for communication activities etc.</p>	

Content creation and management – This will include creative writing and designing posters/videos/infographics based on the medium of communication (print, social media, website, radio etc) and target audience. This work stream will involve activities in the nature of creative writing, designing , video shooting, video editing, managing ad spends, SEO, social media monitoring and reporting etc

Media relations – This will include rolling out communication strategy and supporting the organization in wider dissemination through media partnerships, roping in influencers etc.

In case hiring is for social media management, scope of work may include but not restricted to

Scope of Work

Creation of handles that do not exist

Provide support for authentication/verification of social media handles

Content creation – content will be required in the form of text/blogs, images/photos, videos/digital films, animated videos, infographics, jingles, posters/flyers, short films/documentaries

Fresh photoshoot for high quality and high definition Photobank /video shoots if required

Repackaging of existing content

Conversation management and response management , social media listening

Influencer marketing

Support with uploading of live coverage of events/webcasting of events on social media platforms conducted during the contract period (Video and sound output to be provided by buyer)

Use standard industry tools to provide social media analytics reports on a monthly basis

Prepare promotional presentations with multimedia content

Monthly/Quarterly minimum number of posts (if minimum number of posts is specified by buyer in creative brief./scope of work)

Develop amplification strategies

Integration with website/portal

Media planning for paid digital marketing

Compile all online news related to the brand/organization from news websites, blogs, forums and social media

Buyer's Obligations

1. Buyer to provide a creative brief with description about the vision/mission of the brand/organization or objectives including target audience.
2. Buyer will be required to provide adequate seating space, internet connectivity and access to printers, scanning machines etc. required for resources deployed onsite.
1. The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Providers employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.
2. The Buyer shall not be under any obligation for providing empanelment to any of the personnel of the Service Provider after the expiry of the contract. The Buyer does not recognise any employee employer's relationship with any of the workers of the Service Provider.
3. Buyer or Buyer nominated representative will provide/facilitate all technical inputs and will work closely with the Consultant in the formulation and planning of the required activities
4. 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."

Service Provider's Obligations

1. The Service Provider would be required to provide sufficient and qualified manpower for further selection/replacement, capable of supporting the functioning of the project/department in a manner agreed with the Buyer. The services shall be rendered on a monthly, quarterly and yearly basis, as per the requirements of the Buyer.
2. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption
3. The Service Provider shall provide Creative Services at Buyer's premises / off site as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.
4. The Service Provider shall obtain approval from buyer for all campaign plans, strategies, and materials produced. The consultant shall provide a schedule of proposed

media placements in consultation with buyer.

5. Service Provider will be required to arrange necessary laptops/computer/software required for live twitting, publication of social media posts, live webcasting done through Mobile Phones, laptops etc
6. The content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, Tabs etc
7. Service Provider to provide open files/editable of deliverables on buyers' request
8. The Agency selected will not use its name, logo or any other information/ publicity on content published on social media platforms of the buyer without prior consent.
9. The Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly

The consultant will be required to submit details on each activity/event conducted, including the relevant artwork as part of a monthly status report to be submitted on a monthly basis. In case of social media management, the Service Provider shall use standard industry tools to provide social media analytics reports on a monthly basis. All necessary reports/creative work and data shall be supplied immediately as required and regular meetings will be held with the Buyer.

1. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
2. The Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
3. The Service Provider shall issue identity cards / identification documents to all its employees / consultants who will be instructed by the Service Provider to display the same.
4. The personnel of the Service Provider shall not be the employees of the Buyer and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
5. The responsibility of effective and efficient delivery would rest with the service provider.
6. The Service Provider shall provide the suitable documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider for subsequent verification by buyer on case to case basis.
7. The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the Service Provider. The same may be verified by the Buyer at the time of joining of the employees, if he/she so desires.

1. The Service Provider shall ensure the following in respect of his employees-

1. The working hours and days of the consultants will be as per the existing applicable rules of the respective Central/State Government organisations. However, they may have to work on holidays, if necessary and required based on demand of work.
2. In an event of deployed personnel availing leave, and if required by buyer suitable substitute(s) shall be provided by service provider as per mutual understanding with buyer.

The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract. Employees of the Service Provider may be required to sign a Non-disclosure Agreement/Integrity Pact

Special Terms and Conditions of the Service

1. The Service Provider firm would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer.

1. The Service Provider shall be responsible to ensure compliance with IT Act and IT Amendment and rules framed there under particularly Information Technology (reasonable security practices and procedures & sensitive personal data or information) Rules 2011, Information Technology (Intermediary guidelines) Rules, 2011.
2. The Service Provider should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has had registration for income tax.
3. The Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
4. 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.
- 5.
6. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced 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 the applicable laws/acts/rules shall only rest with the Service Provider.
7. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
8. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
9. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
10. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
11. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

Debarment: All Government entities should follow the following debarment rules, prescribed in GFR, 2017.

(i) A bidder shall be debarred if he has been convicted of an offence—

1. under the Prevention of Corruption Act, 1988; or
2. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment."

Quoting of Price on the Portal : Changes in Government taxes should not be imposed on the vendor by making payment adjustments. The net revenue for the Service Provider

Firms should remain the same as was factored in during the financial estimation of the project"

EMD Forfeiture : The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
- In case of seller indulging in corrupt or false practices

Force Majeure : Force Majeure is herein defined as any cause, which is beyond the control of the performing party i.e. either Buyer or Service Provider as the case may wherein anytime during the continuance of the Contract, the performance in whole or in part by either party of any obligation under the Contract shall be prevented or delayed by any reasons substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Service Provider or Buyer shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract."

Arbitration : Buyer and the Service Providing Agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract placed through GeM. If the parties cannot resolve the Dispute then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court under which Jurisdiction office of the buyer falls. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified above . Any legal dispute will come under the sole jurisdiction specified above .

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof."

Limitation of Liability: (a) The liability of the Service Provider (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this work order. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Indemnification Clause .

(b) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

(c) The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts."

Intellectual Property Rights : Buyer shall remain the owner of all the content conceptualized, created, and implemented by the selected Consultant under this project. All intellectual property rights in the content whether in tangible or intangible form shall belong to Buyer and the Service Provider shall not have rights over it including without limitation any rights to assign, licence, sell, or use any content conceptualized, created and implemented under this project and/or accompanying Agreement to any third party under any circumstances.

Indemnification: Service Provider (the "Indemnifying Party") undertakes to indemnify the Buyer / consignee (the "Indemnified Party") from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

The Creative Agency shall at all times indemnify the buyer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

Forfeiture of Performance Bank Guarantee: Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

1. When the terms and conditions of contract is breached/infringed.
2. When contract is being terminated due to non-performance of the Successful Bidder.

Termination for default :

Without limiting any other rights or remedies the Client may have against the Consultant / Service Provider arising out of or in connection with this Contract, the buyer/ Client may terminate this Contract effective immediately by giving written notice to the Service Provider /Consultant if: the service Provider breaches a material provision of this Contract

where that breach is not capable of remedy; the Consultant breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or an event specified in any clause of the contract happens to the Service Provider. Termination of this Contract does not affect any accrued rights or remedies of a party.

Confidentiality

The Service Provider shall not use Confidential Information, the name or the logo of Buyer Department except for the purposes of providing the Service as specified under this contract; The Service Provider may only disclose Confidential Information in the following circumstances with the prior written consent of Buyer Department to a member of the Service Provider if she/he is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

1. The Service Provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Buyer Department.
2. The Service Provider shall notify Buyer Department promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Buyer Department.

Payments

1. The payment to the Service Provider will be made on monthly / bimonthly/ quarterly basis, depending upon the actual duration of the services rendered as per order.
2. 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.
3. All applicable taxes and duties including GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The the price quoted is inclusive of all taxes and duties as applicable .
4. Escalation towards payment of salaries of the employees shall not be accepted on any ground during the contract period.

Breach Of Contract : The Following Conditions May Be Taken As Breach Of Contract And Buyer Shall Have Right To Immediately Terminate The Contract.

1. Cumulative penalties reach 10% of the contract value
2. Repeated breach of SLAs beyond 3 instances of similar nature in the entire contractual period may be treated as breach of contract. Breach of SLA is defined as performance lower than defined lower performance in this agreement.
3. In case of major default on the part of the Service Provider causing disruption of services .

Penalties

- Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
- If any SLA is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days

Penalties for Non-Compliance to Service Level Agreement

Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned below:

#	Service level agreement	Penalties for non-compliance
1	Non-deployment of total resources mentioned in the contract as per the date of joining.	Up to 15 Days, @1% per day of the value of monthly cost and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/lost/damaged. Replacement within 2 day/cancellation of contract as decided by the buyer depending on the gravity of the act.
3	If the employee is found responsible for disobedience/ misconduct	Warning/counselling/Immediate replacement of resource within 2 days as decided by the buyer depending on the gravity of the act
4	If the employee is absent for more than 2 days without informing or taking prior approval.	Substitute within 2 days with equivalent resource failing which, @ 1% per day of the total monthly remuneration (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, may lead to cancellation of the contract with the forfeiture of PBG .
5	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days or cancellation of the contract with forfeiture of PBG as decided by the buyer depending on the gravity of the misconduct .

In addition, buyer may mention the following ATCs in the bid document as per their context and requirements. Please note that all terms and conditions may not be applicable, and the list is only indicative.

ATC library

The username and password credentials under which these social media sites are registered shall be exclusive for the department and property of the department; the solution provider must submit the credentials to the department on-demand and on termination/completion of the work. Failure to comply would be deemed as breach of contract

If any of the social media accounts or assets is disabled due to violation of its Terms of Use, it would be deemed as breach of contract, unless stated otherwise by the buyer based on the understanding of disablement criteria in light of actions that led to it.

If any of the social media accounts is hacked, such that the hacking incident is not deemed widespread across the social media platform and such that it is particular to the account managed by the solution provider on behalf of the buyer, then the service provider shall be deemed liable and the department may declare breach of contract.

All content on the social media sites is subject to approval from the buyer. However, the service provider may create/update/delete content, without seeking an approval, provided it is a general FAQ or earlier asked queries

Not more than 30% retweet/ repost allowed in the existing Scope of work. However, buyer may allow for this in some special circumstances. Subject to approval of buyer.

The documentary/TVC shall be delivered as a HD mixed Master(Digital file format) HD unmixed Master [Clean non texted versions of the film including Supers or Names and Designations, Graphics, Maps, Titles (including opening title sequence) should be placed after the end of the program with 10 seconds slot giving details. Footages to be delivered on a hard disk/drive.

The agency must ensure that the translation is appropriate and not in any way deviating from the main content on the basis which translation is rendered

Cost related to any additional translation charges shall be paid directly to the concerned agency by buyer.

The service provider shall be required edit or translate the digital videos in regional languages not specified in scope of work. The cost of editing and/ OR Voice Over (in regional language) shall be borne by buyer as per DAVP rates.

Any travel related expense for shooting to be reimbursed on actual basis

Overheads including travel expenses for video production purpose etc will not be reimbursed.

Cost of all paid promotions to be borne by buyer as per actual bills from the social media platforms. However, the service provider will have to seek prior administrative and financial approvals from buyer at least 15 days before the start of the promotions.

The Service Provider needs to provide photographs, audio/video content as required for creating all kinds of communication material. The audio-visual material or photographs may be used by buyer for other non-digital media as well. Hence the resolution of photographs procured will be decided by buyer and the cost of procuring such photographs will be reimbursed to the Service Provider on actuals.

More social media touch points may be added to the scope of work during the course of contract.

Buyers may define penalties as per the below format.

#	Service level agreement	Penalties for non-compliance
1	Design, development and posting of at least xx creatives on a monthly/quarterly basis	Xx% deduction of monthly/quarterly payment

2	Addition of minimum xx followers (organic) on a quarterly/monthly basis covering all channels and accounts	Xx% deduction of monthly/quarterly payment
3	Minimum average xx% month on month rise for Facebook/Instagram/Twitter/YouTube on a monthly/quarterly basis	Xx% deduction of monthly/quarterly payment
4	At least xx user engagement/contest per month/quarter	Xx% deduction of monthly/quarterly payment
5	Replacement of resource on request of buyer	Rs 1 lakh per instance of replacement
6	Replacement of resource by seller	Rs 1 lakh per instance of replacement
7	Non-deployment of resources mentioned in the contract	X% of the monthly payment consideration to be deducted as per resource profile (Buyer may specify greater penalty for positions such as team lead)

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of Work/Creative Brief :[click here](#)

2. Payment Terms :[click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)

2. In Case Of Manpower Availability, Seller To Produce Certificate From Company Secretary Or Auditor Certifying The Availability Of Manpower As Specified By Buyer. : [click here](#)

3. Documents In Support Of Any Other Document Required : [click here](#)

4. Solution Proposal : [click here](#)

5. Nda As Per Buyer's Format : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली 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

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

1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

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

2.2 Payment:

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.

2.3 Past Project Experience:

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.

2.4 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#) .

2.5 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.

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687743880769

अनुबंध तिथि | Contract Generated Date : 01-Aug-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4992718](#)

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: Head Quarters, New Delhi	पद Designation : Section Officer संपर्क नंबर Contact No. : 011-26521841- ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, 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: Joint Commissioner (Admn-I) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Joint Commissioner (Admn-I)	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : JOINT COMMISSIONER Fin ईमेल आईडी Email ID : jcfinkvs-mhrd@gov.in जीएसटीआईएन GSTIN : - पता Address: KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India

प्रेषिती विवरण Consignee Details		
क्र.सं. S.No	प्रेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 011-26521841- ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, India	ANNUAL MAINTENANCE SERVICE - AUDIO CONFERENCING SYSTEM - Handheld microphone with desk stand; Bosch; Neither OEM nor ASP
		ANNUAL MAINTENANCE SERVICE - AUDIO CONFERENCING SYSTEM - Main Loud speaker assemble - 2 way; Bosch; Neither OEM nor ASP
		ANNUAL MAINTENANCE SERVICE - AUDIO CONFERENCING SYSTEM - Audio Distribution Amplifier; Bosch; Neither OEM nor ASP
		ANNUAL MAINTENANCE SERVICE - AUDIO CONFERENCING SYSTEM - LCD Display; Panasonic; Neither OEM nor ASP

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : E284180000647217 कंपनी का नाम Company Name : MINCY ENTERPRISES संपर्क नंबर Contact No. : 09811111539 ईमेल आईडी Email ID : bemat841@gmail.com पता Address : I 16,MAIN MARKET,SRINIWAS PURI, South Delhi, DELHI-110065, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-08-0004669 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 07ABHPT1239J1ZF (B), (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): 08-Aug-2024	सेवा समाप्ति तिथि Service End Date : 07-Aug-2026
श्रेणी नाम Category Name : ANNUAL MAINTENANCE SERVICE - AUDIO CONFERENCING SYSTEM	

बिलिंग चक्र Billing Cycle: quarterly		
विवरण Description	Quantity	Cost Per Audio conferencing Equipment Per Annum (INR)
Type of Audio conferencing equipment Asset	30	590
Make/Brand Of Assets		
Status of Annual Maintenance Service Provider		
Onsite Service Engineers Requirement		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client Audio conferencing equipment		

Periodicity of Preventive Maintenance Services		Bi-Monthly	
District		NA	
कुल राशि (सूत्र) Total Amount (Formula) : (Cost Per Audio conferencing Equipment Per Annum (INR)*Quantity*Contract Period/3 65)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		35400	
कुल ऐडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		35400	
श्रेणी नाम Category Name : ANNUAL MAINTENANCE SERVICE - AUDIO CONFERENCING SYSTEM			
बिलिंग चक्र Billing Cycle: quarterly			
विवरण Description		Quantity	Cost Per Audio conferencing Equipment Per Annum (INR)
Type of Audio conferencing equipment Asset	Main Loud speaker assemble - 2 way	30	146.32
Make/Brand Of Assets	Bosch		
Status of Annual Maintenance Service Provider	Neither OEM nor ASP		
Onsite Service Engineers Requirement	None		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client Audio conferencing equipment	Inclusive		
Periodicity of Preventive Maintenance Services	Bi-Monthly		
District	NA		
कुल राशि (सूत्र) Total Amount (Formula) : (Cost Per Audio conferencing Equipment Per Annum (INR)*Quantity*Contract Period/3 65)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		8779.2	
कुल ऐडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		8779.2	
श्रेणी नाम Category Name : ANNUAL MAINTENANCE SERVICE - AUDIO CONFERENCING SYSTEM			
बिलिंग चक्र Billing Cycle: quarterly			
विवरण Description		Quantity	Cost Per Audio conferencing Equipment Per Annum (INR)
Type of Audio conferencing equipment Asset	Audio Distribution Amplifier	2	6182
Make/Brand Of Assets	Bosch		
Status of Annual Maintenance Service Provider	Neither OEM nor ASP		
Onsite Service Engineers Requirement	None		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client Audio conferencing equipment	Inclusive		
Periodicity of Preventive Maintenance Services	Bi-Monthly		
District	NA		
कुल राशि (सूत्र) Total Amount (Formula) : (Cost Per Audio conferencing Equipment Per Annum (INR)*Quantity*Contract Period/3 65)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		24728	
कुल ऐडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		24728	
श्रेणी नाम Category Name : ANNUAL MAINTENANCE SERVICE - AUDIO CONFERENCING SYSTEM			
बिलिंग चक्र Billing Cycle: quarterly			
विवरण Description		Quantity	Cost Per Audio conferencing Equipment Per Annum (INR)
Type of Audio conferencing equipment Asset	LCD Display	2	8732
Make/Brand Of Assets	Panasonic		
Status of Annual Maintenance Service Provider	Neither OEM nor ASP		
Onsite Service Engineers Requirement	None		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client Audio conferencing equipment	Inclusive		
Periodicity of Preventive Maintenance Services	Bi-Monthly		
District	NA		
कुल राशि (सूत्र) Total Amount (Formula) : (Cost Per Audio conferencing Equipment Per Annum (INR)*Quantity*Contract Period/3 65)			

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	34928
कुल एडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	34928
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	103835.2
एसएलए विवरण SLA Details	
<p>PREAMBLE: Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none">General terms and conditions for Goods and Services;Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service or Service for a product;BID / Reverse Auction specific ATC <p>Note:</p> <p>Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersede over the GTC.</p> <p>The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.</p> <p>This document represents a comprehensive Terms and Conditions 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 stakeholder</p> <p>Agreement Overview</p> <p>This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder’s Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.</p> <p>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 maintenance service to buyer by service provider. The goals of this Agreement are to:</p> <p>Provide clear reference to service ownership, accountability, roles and/or responsibilities.</p> <p>Present a clear, concise and measurable description of service provision to the customer.</p> <p>Depict Terms and Conditions for all the involved stakeholders.</p> <p>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 agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.</p> <p>Stakeholders</p> <p>Following are the stakeholders associated with this agreement:</p> <ul style="list-style-type: none">Annual Maintenance Service ProviderBuyer / Consignee <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 / before bidding .</p> <p>Scope of the AMC Services</p> <p>The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The AMC Vendor shall carry out preventive maintenance Services as per schedule indicated in bid document .If nothing indicated PMS will be done once in at three months during currency of the contract.. The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.</p> <p>Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per bench marked maintenance practices / OEM manuals and to provide efficient engineering services in the user premises. Continuous efforts should be made by SPA to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers and for this all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user’s premises.</p> <p>Comprehensive Annual Maintenance Contract Services for ICT</p> <p>Comprehensive AMC includes all parts of the equipment etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.</p> <p>This would include (Depending upon the contract Duration / contractual obligation):</p> <ol style="list-style-type: none">Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bidAnnual Maintenance Services (AMS)Break Down Services/Repair (BDS) <p>Buyer Obligations</p> <ol style="list-style-type: none">Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.Buyer should also mention any previous break downs and repairs to the service provider.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."

Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/place where they are placed/located. If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in this task and ensure this to be done under his supervision
2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises. Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. "Bidder will provide contact point and escalation matrix
4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the System and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc
5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format
6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document.
7. The contractor will maintain the confidentiality of data stored in the systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information."

Special Terms and Conditions

- The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.
- The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.
- The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding), make & model to enable the service provider to quote Sharing the machines serial nos may be considered as baseline.
- All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The repairs/replacement of parts and maintenance will be provided by the service provider at no extra charge to the buyer except for out of scope items indicated at end of document."
- Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted
- In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.
- The annual maintenance shall be carried out during office hours, primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk after getting it repaired promptly.
- In case the Service Provider fails meeting maintenance requirements in time, and Buyer may make alternative arrangements for the servicing/maintenance of the equipment to avoid productivity. Under such circumstances Service Provider would reimburse the cost of such arrangements
- The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies shall be used for repair/replacement by the service provider.
- The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer. "Post contract award, Bidder shall provide the escalation matrix and call logging mechanism"

Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.
2. In case the system is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the first buyer may choose to get the same repaired by or part replaced by other authorised / suitable service agency and the cost and expenditure incurred therein shall be recoverable from the service provider

System Uptime

The breakdown time will be worked out as under: -

Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime= (X-Y)/X) *100.

The selected bidder shall ensure minimum 95% uptime.

Arbitration : Buyer and the Service Providing Agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract placed through GeM .If the parties cannot resolve the Dispute then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court under which Jurisdiction office of the buyer falls. The provisions of the

Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified above . Any legal dispute will come under the sole jurisdiction specified above .

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof."

Payment Terms

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

Breach of Contract

- 1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
- 2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SPA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
- 3. A penalty will be imposed in case of failure to meet the defined System Uptime
- 4. The cumulative penalty cannot exceed 10% of the contract value for t. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

		Penalties for breach	
Sl. No	Service Level Agreement	Base Line Performance	Lower Performance
			1 Instance2 Instance
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date
3	Failure to deliver AMC services	Zero	NA
			>2, 1% will be charged from the order
			1% of billed amount2% of billed amount
			3% contract valueTermination of contract

शुद्धिपत्र | Corrigendum

- 1. तक बढ़ाया गया | Extended Upto : 2024-06-28 15:00:00

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

- 1. Service Provider's Local Office / Service Centers Address With Respect To Each Consignee Location (Place Where Machines Are Installed And Accordingly Amc On Sight Required) As Indicated In Bid : [click here](#)
- 2. Certificate (Requested in ATC) : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*

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

2.2 *Buyer Added Bid Specific ATC:*

Buyer uploaded ATC document [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.

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687763957719

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4801005](#)

संगठन विवरण | Organisation 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 : Head Quarters, New Delhi

खरीदार विवरण | Buyer Details

पद | Designation : Section Officer
संपर्क नंबर | Contact No. : 011-26521841-
ईमेल आईडी | Email ID : yatish.kumar86@kvs.gov.in
जीएसटीआईएन | GSTIN : -
पता | Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval : Joint Commissioner (Admn-I)
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : Joint Commissioner (Admn-I)

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role : PAO
भुगतान का तरीका | Payment Mode : Internet Banking
पद | Designation : JOINT COMMISSIONER Fin
ईमेल आईडी | Email ID : jcfinkvs-mhrd@gov.in
जीएसटीआईएन | GSTIN : -
पता | Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India

प्रेषिती विवरण | Consignee Details

क्र.सं. S.No	प्रेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 011-26521841- ईमेल आईडी Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, India	Annual Maintenance service - EPABX System

सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : AE33180000102564
कंपनी का नाम | Company Name : SUN LINE COMMUNICATIONS SYSTEMS
संपर्क नंबर | Contact No. : 09811320222
ईमेल आईडी | Email ID : rajbali76@yahoo.co.in
पता | Address : DA-4,1ST, Floor,SHAKKARPUR, DELHI-92, DELHI-110092, -
एमएसएमई सत्यापित | MSME verified : Yes
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-DL-02-0000683
एमएसई सामाजिक श्रेणी | MSE Social Category : NA
एमएसई लिंग श्रेणी | MSE Gender : NA
जीएसटीआईएन | GSTIN : 07aawfs5442a1z2 (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): 01-Jun-2024	सेवा समाप्ति तिथि Service End Date : 31-May-2026
श्रेणी नाम Category Name : Annual Maintenance service - EPABX System	

बिलिंग चक्र | Billing Cycle: monthly

विवरण Description	Quantity	Cost per EPABX System per Annum
Frequency of Routine/Preventive Maintenance Service	monthly	
OTHER ASSETS which are integral part of the EPABX system and covered under the scope of the AMC service	EPABX system related network and LAN/cabling	
condition of Product (AT THE TIME OF BIDDING)	Under Warranty and functional; Under AMC and function; Functional;	
Number of SIP Trunks (max)	NA	
Number of SIP Phones (max)	NA	
Zipcode	NA	
Number Phone/end point (Analogue Extensions /FXS) (max)	128	

District	NA	1	50000
Number of Digital Phone (max)	NA		
Number of Junction/FXO line (max)	8		
Brand/MAKE OF EPABX SYSTEM	AEGIS		
Type of AMC	Comprehensive		
VINTAGE of the EPABX System	3 to 5 years		
Technology/Architecture of EPABX system	Hybrid (Microprocessor based also supporting SIP extension)		
Amc for	PABX System - EPABX (V2)		

कुल राशि (रुद्र) | Total Amount (Formula) :
(Cost per EPABX System per Annum*Quantity*Contract Period/365)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	100000
कुल एडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	100000

अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	100000
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एसएलए विवरण | SLA Details

SPECIAL TERMS AND CONDITIONS (STC) FOR ANNUAL MAINTENANCE CONTRACT- AMC SERVICE OF EPABX- SYSTEM

1. Preamble

All Annual Maintenance Contract (AMC) of EPABX - SYSTEM placed through GeM shall be governed by the following set of Terms and Conditions:

- (i) General terms and conditions for Goods and Services;
 - (ii) The Special Terms and Conditions (STC) in this document;
 - (iii) Product Specific STC of EPABX - SYSTEM as defined in Service Catalogue of the product which includes SLA for the Service for that particular product;
 - (iv) BID / Reverse Auction specific ATC.
- The above terms and conditions are in reverse order of precedence i.e. ATC supersedes STC which supersede GTC, in case of any conflicting provisions.
 - The above set of conditions along with the Scope of supply including price as enumerated in the Contract Document shall be construed to be part and parcel of the contract.
 - This document represents a Service Level Agreement ("SLA") governing the contract between the Buyer and Service Provider (SP). The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all the services covered as mutually understood and agreed by the stakeholders.

2. Stakeholders

The Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. This document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions by the stakeholders . It is assumed that all the stakeholders have read and understood the same before signing this SLA/ STC.

3. Scope of the AMC Services

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The AMC Service Provider shall carry out preventive maintenance Services (PMS) on quarterly / monthly basis as indicated in bid document and shall plan, as per schedule of quantities, such that maintenance is carried out at users/consignee location for all equipment at least once in once in a month / three months as needed by the buyer. If nothing indicated PMS will be done once in at three months during currency of the contract. A separate logbook should be maintained to record the preventive maintenance carried out for equipment. The AMC Service Provider must submit the preventive maintenance report along with satisfactory service report from the user to designated authority of buyer for record and SLA compliance. The scope of Annual Comprehensive Maintenance Service covers upkeep and smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document. Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per benchmarked maintenance practices / OEM manuals and to provide efficient engineering services in the user premises. Continuous efforts should be made by SPA to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers and for this all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises. Comprehensive AMC includes all parts of the equipment except battery of endpoint/phone and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract. This would include (Depending upon the contract Duration /contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

Note : Buyer may use GeM portal to meet requirement of battery replacement as and when need arise.

4. BUYER OBLIGATIONS:

4.1 Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering. The details shall include the EPABX – SYSTEM and OTHER ASSETS covered under the scope of The AMC service as integral part of the EPABX System .

4.2 Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination.

4.3 Buyer Department shall ensure that the Service Provider or its authorized personnel gets the required access to location/areas/rooms for providing the services as per contract.

4.4 The buyer specific instructions including specific activities/ work requirements related to the AMC of EPABX - SYSTEM shall be provided by the Buyer with approval of competent Authority at the time of bidding.

4.5 If needed complete layout of the site/location/building where EPABX - SYSTEMs are located/installed may be provided by the Buyer to Service Provider after placement of the contract to the successful bidder.

4.6 Buyer shall make the payments on time as per the agreed time lines to the Service Provider.

4.7 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. Service Provider Obligations:

5.1. The Firm would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/place where they are placed/ located. If there is shifting of the equipment/s under this AMC, the SP (service provider / firm) will have to make changes in record accordingly. Designated nodal officer would assist the SP in this task and ensure this to be done under his supervision.

5.2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.

5.3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk set by

SPA at user premises by the service provider Proper record of the complaints should be maintained by the AMC Service Provider /Support Engineer at each consignee location / user premises.

5.4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Service Provider should have the required drivers / software for maintaining the PCs and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications/ software and updating of drivers etc.

5.5. The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.

5.6. The Service Provider must fulfill the requirement of number of preventive maintenance services mention in the contract / e bid documents.

5.7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information.

6. Special Terms and Conditions :

6.1 The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

6.2 The comprehensive maintenance includes preventive maintenance monthly / quarterly and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

6.3 The user Departments shall indicate preferably the Equipment Name, Quantity, Location, Invoice Date, Brief Problem of Machine (if any), make & model to enable the service provider to prepare the maintenance work.

6.4 All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.

6.5 Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.

6.7 In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses

6.8 The annual maintenance shall be carried out primarily at the premises as specified in the work order, during office hours. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk to get it repaired promptly.

6.9 In case the Service Provider fails in adhering to the daily maintenance requirements, and Buyer must make alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.

6.10 The successful Service Provider, as per need and requirement of the Department, shall ensure appropriate deployment of the manpower.

6.11 The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system.

6.12 Preventive periodic maintenance report from the SP should be submitted to the nodal officer without fail.

6.13 Periodic/ Routine Maintenance shall be as per industry standard/ Maintenance manual of the EPABX - SYSTEMs. The parts/components/sub-assemblies used for repair/replacement by the Service Provider will be of the same make and functional capability as originally available in the system.

6.14 In case of delay in attending to problems, breakdown of EPABX - SYSTEMs due to improper handling by the Service Provider's personnel then penalties for violation of Service Level Agreement shall be levied as indicated in the Penalty Clauses.

6.15 After carrying out repair when required certificate regarding equipment working condition should be obtained from concerned Buyer/ Nodal Officer.

6.16 Service provider shall provide minimum warranty of 12 months for the replaced part from date of such replacement /repair.

6.17 The Service Provider will make sure that all the hardware assets are in working conditions in users' premises. The Service Provider shall provide service support as and when required during the AMC period without any extra cost.

7. Response Time:

In case , no part is replaced, then such complaint must be attended within 4 hours of lodging of such complaint. However, in case of requirement of change of spare part, then complaint should be resolved within 48 hours of lodging. Majority of faults should be rectified in the first response itself. However, maximum period allowed for rectification shall be 48 hours.

In case the system is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the service provider.

8. System Uptime

The breakdown time will be worked out as under: -

Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime= $(X-Y)/X * 100$.

The selected bidder shall ensure 95% uptime

9. Payment Terms:

- a. The AMC contract is based on Unit rate per EPABX system per Annum (in Rs.)
- b. The payment will be made to AMC Service provider as indicated in bid document. If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of invoice/ bill by the Service Provider on completion of each quarter after deducting penalty amount, if any.
- c. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

10. Penalties and Termination:

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this AMC. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud, etc. will be considered as a major default and the contract will be liable to be terminated immediately without giving any further notice.

Service Provider shall have the right to terminate the contract if the Buyer fails to make the payment on time i.e. payments to be made for the previous quarter before the due of next quarter.

Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48 hours.

If the Service Provider is not able to complete or turn up for the calls, then Buyer can avail the services from any other local service provider / local technician and the amount so incurred in such repair or replacement can be deducted from the bill of Service Provider / from his due amount.

The cumulative penalty cannot exceed 10% of the contract value for that period. The AMC may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy, if any.

Penalties

Sl. No	Service Agreement	Level	Base Performance	Line	First default	Second default	Third default and subsequent defaults
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1	Delay in starting the AMC Services	AMC services to start within maximum 2 weeks from award of the contract	Termination of contract		
2	Log sheet Maintenance	Log sheet to be maintained Per Visit / per maintenance arising on call	Warning to be given	0.5% will be charged from the order	1% will be charged from the order
3	Delay in carrying out Preventive/ Routine maintenance as per schedule	To be carried out within 48 hours when due.	0.5 % of billed amount for every day delay	0.5 % of billed amount for every day delay	0.5 % of billed amount for every day delay
4	Delay in carrying out repairs where no spare part change is involved	4 hours of reporting	1 % of billing amount for the quarter for every one day delay	2% of billing amount for quarter for every one day delay	3% of billing amount per quarter for every one day delay
5	Delay in carrying out repair in where change of spare part is involved	should be resolved within 48 days of lodging of complaint	2 % of billing amount for the quarter for every one day delay	3 % of billing amount for quarter for every one day delay	5 % of billing amount per quarter for every one day delay
6	Non provision of proper identity card to resources employed by service provider or non display of identity card	Should be provided	Rs 500	Rs 750	Rs 1000 for 3 rd and subsequent default
7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with or employees of buyer organisation or other employees of service provider	No such occasion should happen	Rs 1000 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. details of OTHER ASSETS : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic:

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

2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [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.