

Contract



Contract No: GEMC-511687792003529

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Bid/RA/PR No: [GEM/2021/B/1789848](#)

Organisation Details	Buyer Details
Type: Central Government Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation Name: N/A Office Zone: Nirman Bhawan New Delhi	Designation: UNDER SECRETARY GENERAL Contact No.: 011-23063514-211 Email ID: k.venkateshan39@nic.in GSTIN: 07DELM09622E1DA Address: Room No. 551-A, Nirman Bhawan, New Delhi, NEW DELHI, DELHI-110011, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes Designation of Administrative Approval: JS (A) Designation of Financial Approval: JS (A)	Payment Mode: PFMS Designation: Accounts Officer Email ID: ns.rawat66@nic.in GSTIN: N Address: Room No. 529-A, Nirman Bhawan, New Delhi, NEW DELHI, DELHI-110001, India

Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: - Email ID: shashank.sahu@nic.in GSTIN: N Address: Room No. 551-A, Nirman Bhawan, New Delhi, NEW DELHI, DELHI-110011, India	Packaged Drinking Water Service

Service Provider Details	
GeM Seller ID:	6C32180000402217
Company Name:	H M INDUSTRIES
Contact No.:	09811049063
Email ID:	hmindustries92@gmail.com
Address:	H NO-2/144,GEETA COLONY, East Delhi, DELHI-110031, -
MSME verified:	Yes
MSME Registration number:	DL02E0009045
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07BRPPM0368G1ZJ

*GST / Tax invoice to be raised in the name of - Buyer

Service Details

Contract Start Date : 25-Feb-2022 Contract End Date : 24-Feb-2024

Category Name : Packaged Drinking Water Service

Billing Cycle : monthly

Description	Number of Cans (Per Day)	(Unit Price) Price per Can (INR)
zipcode : NA	150	18.850
Water Type : Packaged Mineral Drinking Water		
District : NA		
Service Delivery : All Days in a Week		
Brand : Not Applicable		

Total Amount (Formula) :

(Price per Can (INR)*Number of Cans (Per Day)*Number of Service Days in a Month*C ontract Period/30)

Total Value without Addons :	2064075
Total Addon Value	0
Total Value Including Addons	2064075
Amount of Contract	
Total Contract Value Including All Duties and Taxes in INR	2064075

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and packaged water services provider. The purpose of this agreement is to facilitate implementation of Package Drinking water Services at the buyer's premises. This Agreement outlines the scope of work, buyer's obligations and special terms and conditions of services covered as they are mutually understood by the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

2. Objective and Goals

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: 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 both the parties understand the consequences in case of termination of services due to any of the stated reasons. Thus, the agreement will act as a reference document that both the parties have understood the aforementioned terms and conditions and have agreed to comply by the same.

3. Stakeholders

Following are the main stakeholders associated with this agreement: Service Provider, Buyer, Paying Authority. 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.

4. Service Scope

The scope of this agreement includes supply of packaged drinking water in 20 liters water bottles at buyer premises or premise(s) mentioned by buyer. The service provider shall also provide service add-ons as selected / specified by buyer in service request. Service provider shall render the services as per the prices quoted at GeM portal. The service provider shall keep optimum buffer stock at buyer's premises sufficient enough to meet each day's demand. Storage place for buffer stock of bottles shall be provided by buyer.

4.1 Delivery and Return

1. Service Provider would provide the ordered quantity of water bottle daily at the Buyer's premises. This would be approximately equivalent to quantity specified by buyer at the time of service request.
2. The time frequency of delivery would be mutually agreed between buyer and service provider. Any delay or missed delivery shall attract penalty as per provisions of this contract.
3. Service provider shall render services as per the rates quoted at GeM portal and shall not charge any other extra cost for delivery and return.
4. Service Provider shall maintain a log for the number of bottles supplied every day along with the record of each of rejection instances / other instances such as delayed delivery or failure to deliver.
5. Service provider is liable to replace bottles if they are found to be damaged, dirty, seal broken or opened or rejected by user department due to visual impurities or other impurities.

4.2 Water Dispenser

The Service provider is not liable to provide water dispensers along with bottles unless otherwise bought as an "add-on" by buyer.

4.3 Quality

1. Service provider shall only supply bottles with ISI marking conforming to IS: 14543, BIS and FSSAI standards.
2. Service provider shall ensure that bottles supplied are not damaged, in reasonably good condition, not yellowish or faded and with untampered seal.
3. The water should be visually clear and free of any suspended particles.
4. Packaging date of water bottles supplied should not be older than one week from the date of delivery.
5. In an event that packaging date exceeds beyond 1 week at the time of delivery then the bottle shall be replaced immediately by service provider at no extra cost to buyer. Penalties for repeated instances shall be applicable as per provisions of the contract.
6. There should be computerized coding mentioning manufacturing date, MRP and Batch No.

5. Terms and Conditions

Buyer Obligations

1. Buyer would ensure that the empty bottles are returned to the Service Provider in original condition without any damages.
2. Buyer shall allot proper space for storing empty / filled water bottles.
3. Buyer shall inspect each lot of Packaged Drinking Bottles at the time of delivery and reject improperly marked / worn out / leaking / without ISI, BIS or FSSAI marks / without date of packaging bottles or bottles older than 1 week (from packaging date) at the time of delivery.
4. Buyer to verify the log book and record each of rejection instances / other instances such as delayed delivery or failure to deliver for claiming damages at the time of billing.
5. Buyer shall check if supplier has provided the agreed quantity as per the order, in case of shortage it should be reported.
6. Service provider shall deliver the water bottles at buyer's premises as per the decided frequency and it shall be buyer's responsibility to replenish the bottles at dispensers.

6 Special Terms and Conditions

1. Service provider agrees to provide and deliver packaged water bottles as per order generated and shall make suitable arrangements to deliver them at buyer's premises without any extra cost.
2. If demanded by the buyer service provider shall submit the certificates from packaged drinking water manufacturer stating the quality conforming to IS: 14543, certificate of license from FSSAI as declared by the service provider.
3. If Service Provider or his OEM is using ground water for packaging bottles then buyer would be obligated to produce as and when requested by buyer, an appropriate NOC certification from Central Ground Water Authority (CGWA)
4. Authorization, license or any certifications required to perform the service shall be the liability of the service provider and he shall be liable to submit these documents at the Buyer department on request.
5. The service provider shall have a person identified and his details shared with the Buyer department who will act as the point of contact for ordering and resolving any issues related to the order quantity, quality and delivery period of the order.
6. The service provider shall submit the required bills and documents at the end of every month or week as agreed in the agreement for the payment to process by the Buyer department.

7. Penalties

1. Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.
2. Penalties shall be levied for sl. No. 3 mentioned in below table only at fourth instance.
3. 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.

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach		
				1 Instance	2 Instance	3 Instance
1	Delay in delivery	On time	60 mins	NA	1% of RA bill for respective month	1.5% of billed amount per instance thereon
2	Failure to Deliver	Zero	NA	1% of RA bill for respective month	1.5% of RA bill for respective month	2% of billed amount per instance thereon
3	Bottles supplied are without proper computerized bath marking	Zero	Three	1% of RA bill for respective month	1.5% of RA bill for respective month	2% of billed amount per instance thereon
4	Cumulative Penalty	Cumulative Penalty shall be capped at 10% of the total contract value.				

Appendix A - Eligibility Criterion for Service Provider

SR No.	Criteria	Basics for evaluation	Supporting Documents Required
1	Legal Entity	Valid Legal Entity	Certificate of Incorporation and Articles of Association of the Participant in case of Company /Limited Liability Partnership Agreement in case of LLP
2	Certificates	Valid Service Tax, VAT, Income Tax and PAN no.	Valid Service Tax Registration Certificate VAT Certificate Income Tax Return for the last three Financial years
3	Geographical presence of the firm/company	The requirements are specified for each service.	List of the service centers to be uploaded in the registration form in the GeM website by the service provider.
4	ISO Certificate BIS Certificate	ISO 9001:2008 Certificate, BIS Certificate	Copy of valid ISO certificates to be uploaded in the GeM website by Service Provider.

Additional Data/Document(s) : Seller

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

Terms and Conditions

1. General Terms and Conditions-

1.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the

Buyer shall be liable for in part, the Performance Security furnished by the Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes:Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 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.

2.2 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 Generic:

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.4 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1	<p>Actual delivery is to be done at following address with room to room delivery of filled water jars and collection of empty jars from every room</p> <ol style="list-style-type: none"> MoHFW, Nirman Bhawan, New Delhi-110011 6th and 9th floors, Chander Lok Building, Janpath, New Delhi-110001 3rd and 4th floor Indian Red Cross Society Building, New Delhi-110001 MMU Building, Kotla Road, opposite mata sundari college for women, DU, New Delhi-110002 New Delhi Residential Offices of Hon'ble Minister and Hon'ble Minister of State
2	<p>Duration of the service contract may be extended up to 1 year beyond the initial contract duration (subject to satisfactory performance and mutual consent).</p>
3	<p>The seller is required to upload valid BIS 14543 certificate and FSSAI certificate in respect of brand offered by them .</p>

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