

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687780265962

Contract Generated Date | अनुबंध तिथि: 27-Mar-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3231944](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: State Local Bodies Ministry   मंत्रालय: - Department   विभाग: Panchayats and Rural Housing Department Gujarat Organisation Name   संगठन का नाम: Jamnagar District Panchayat Office Zone   कार्यालय क्षेत्र: jamnagar	Designation   पद: District primary education officer Contact No.   संपर्क नंबर: 0288-2550286-324 Email ID   ईमेल आईडी: dpeo-edu-jam@gujarat.gov.in GSTIN   जीएसटीआईएन: 24RKTD00632C1DI Address   पता: Panchayat Bhavan, District Panchayat, Opp.Cricket Bunglow, Jamnagar., JAMNAGAR, GUJARAT-361001, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: dpeo Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: dpeo	Role: PAO Payment Mode   भुगतान का तरीका: Offline Designation   पद: Accounts Officer Email ID   ईमेल आईडी: ao-ddo-jam@gujarat.gov.in GSTIN   जीएसटीआईएन: - Address   पता: Panchayat Bhavan, District Panchayat, Opp.Cricket Bunglow, Jamnagar., JAMNAGAR, GUJARAT-361001, India

Consignee Details   परेषिती विवरण		
S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता	Service Description   सेवा विवरण
1	Contact   संपर्क: 0288-2550286-324 Email ID   ईमेल आईडी: dpeo-edu-jam@gujarat.gov.in GSTIN   जीएसटीआईएन: 24RKTD00632C1DI Address   पता: Panchayat Bhavan, District Panchayat, Opp.Cricket Bunglow, Jamnagar., JAMNAGAR, GUJARAT-361001, India	Custom Bid for Services - ----

Service Provider Details   सेवा प्रदाता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: X56U220006178238 Company Name   कंपनी का नाम: EKTA OFFSET PRIVATE LIMITED Contact No.   संपर्क नंबर: 09904853800 Email ID   ईमेल आईडी: ektaoffset2015@gmail.com Address   पता: 0,NEAR BHAGWATI FURNITURE,NADIAD PIPLATA ROAD,,NADIAD, Kheda, GUJARAT-387355, - MSME verified   एमएसएमई सत्यापित: Yes MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-GJ-12-0003528 MSE Social Category   एमएसई सामाजिक श्रेणी: General MSE Gender   एमएसई लिंग श्रेणी: Male GSTIN   जीएसटीआईएन: 24AABCE6429P2ZA	

\*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Service Details   सेवा विवरण	
Service Start Date (latest by)   सेवा प्रारंभ दिनांक (नवीनतम): 03-Apr-2023	Service End Date   सेवा समाप्ति तिथि: 04-Mar-2024

Category Name | श्रेणी नाम: Custom Bid for Services

Billing Cycle   बिलिंग चक्र: monthly		
Description   विवरण	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Regulatory/ Statutory Compliance of Service	YES	1492999.000
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	----	
Compliance of Service to SOW, STC, SLA etc	YES	
Total Amount (Formula)   कुल राशि (सूत्र): (1*Lumpsum Cost of Service in totality)		
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)		1492999
Total Addon Value   कुल ऐडऑन मूल्य (INR)		0
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)		1492999

## Amount of Contract | अनुबंध की राशि

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

1492999

### SLA Details | एसएलए विवरण

**Preface :** Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service 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.

**Guiding Principle :** The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,

The above terms and conditions are in reverse order of precedence .Service specific STC 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.

**Intended Objectives And Goals of SLA :** The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. 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.

#### Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

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

#### ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon – time or material?
- A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .
- 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"

**Important Note :** Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.

#### 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."

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

1. Introduction about the project /services being proposed for procurement using custom bid functionality : [click here](#)
2. Instruction To Bidder : [click here](#)
3. Scope of Work : [click here](#)
4. Service Level Agreement (SLA) : [click here](#)
5. Payment Terms : [click here](#)
6. GEM Availability Report ( GAR) : [click here](#)
7. Buyer's Competent Authority Approval : [click here](#)

#### ePBG Detail | ईपीबीजी विवरण