

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687763208252

Contract Generated Date | अनुबंध तिथि: 10-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4158571](#)

<b>Organisation Details   संगठन विवरण</b> Type   प्ररूप : Central PSU Ministry   मंत्रालय : Ministry of Water Resources River Development and Ganga Rejuvenation Department   विभाग : WAPCOS Limited Organisation Name   संगठन का नाम : WAPCOS Limited Office Zone   कार्यालय क्षेत्र : Wapcos Limited		<b>Buyer Details   खरीदार विवरण</b> Designation   पद : office assiatant Contact No.   संपर्क नंबर : 0124-2349416- Email ID   ईमेल आईडी : buycon1.wapcos.ggn@gembuyer.in GSTIN   जीएसटीआईएन : 06AAACW0764A1ZT Address   पता : Plot No 76C, Institutional Area, Sector 18, Gurugram, GURGAON, HARYANA-122015, India	
<b>Financial Approval Detail   वित्तीय स्वीकृति विवरण</b> IFD Concurrence   आईएफडी सहमति : No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम : SED Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम : SED		<b>Paying Authority Details   भुगतान प्राधिकरण विवरण</b> Role: PAO Payment Mode   भुगतान का तरीका: Offline Designation   पद : ACM Finance Email ID   ईमेल आईडी : pao1.wl.hr@gembuyer.in GSTIN   जीएसटीआईएन : - Address   पता : Plot No 76C, Institutional Area, Sector 18, Gurugram, GURGAON, HARYANA-122015, India	
<b>Consignee Details   परेषिती विवरण</b>			
S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता		Service Description   सेवा विवरण
1	Contact   संपर्क : 0124-2349416- Email ID   ईमेल आईडी : buycon1.wapcos.ggn@gembuyer.in GSTIN   जीएसटीआईएन : 06AAACW0764A1ZT Address   पता : Plot No 76C, Institutional Area, Sector 18, Gurugram, GURGAON, HARYANA-122015, India		Custom Bid for Services - Hiring of Equipment and testing kit with operator for Residual Life Assessment RLA of existing power plant equipment adequacy of civil structure for Pong Power House BBMB Talwara
<b>Service Provider Details   सेवा प्रदाता विवरण</b> GeM Seller ID   जेम विक्रेता आईडी : XURD210002098833 Company Name   कंपनी का नाम : ULTIMA NDT ENGG SOLUTIONS PRIVATE LIMITED Contact No.   संपर्क नंबर : 09013470133 Email ID   ईमेल आईडी : ultimaengineering@yahoo.com Address   पता : A180,ULTIMA NDT ENGG SOLUTIONS PRIVATE LIMITED,2ND LANE,MAHALAXMI APARTMENT, North West delhi, DELHI-110081, - MSME Registration number   एमएसएमई पंजीकरण संख्या : UDYAM-DL-11-0024138 MSE Social Category   एमएसई सामाजिक श्रेणी : General MSE Gender   एमएसई लिंग श्रेणी : Female GSTIN   जीएसटीआईएन : 07AACC0075C1ZR			
*GST / Tax invoice to be raised in the name of   जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer			
<b>Service Details   सेवा विवरण</b>			
Service Start Date (latest by)   सेवा प्रारंभ दिनांक (नवीनतम) : 17-Jan-2024		Service End Date   सेवा समाप्ति तिथि : 16-Feb-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
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Equipment and testing kit with operator for Residual Life Assessment RLA of existing power plant equipment adequacy of civil structure for Pong Power House BBMB Talwara	1	700000
Regulatory/ Statutory Compliance of Service	YES		
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)			700000

Total Addon Value कुल एडऑन मूल्य (INR)				0	
Total Value Including Addons एडऑन सहित कुल मूल्य (INR)				700000	
Tax Bifurcation   कर द्विभाजन					
Particular   विधिष्ट	GST  जीएसटी (18%)	GST Cess 1  जीएसटी उपकर 1 (0%)	Input Tax Credit (ITC) on GST  जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) (18%)	ITC on GST Cess 1  जीएसटी उपकर पर आईटीसी 1 (0%)	
Custom Bid for Services	106779.66	0	19220.34	0	
Amount of Contract   अनुबंध की राशि					
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)				700000	
SLA Details   एसएलए विवरण					
<p><b>Preface :</b> 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 .</p> <p>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.</p> <p><b>Guiding Principle :</b> The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none"><li>General Terms and Conditions for Goods and Services;</li><li>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 ,</li></ol> <p>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.</p> <p><b>Intended Objectives And Goals of SLA :</b> 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:</p> <ol style="list-style-type: none"><li>Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties</li><li>Present a clear, concise and measurable description of service offered to the buyer</li><li>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</li><li>To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons</li><li>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.</li></ol> <p><b>Parties To The Agreement</b></p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"><li>Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.</li><li>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</li></ol> <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 would have read and understood the same before signing the SLA document.</p> <p><b>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</b></p> <p>Scope of Work (SOW) is the most important &amp; 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 .</p> <p>For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :</p> <ul style="list-style-type: none"><li>"Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .</li><li>Make sure that specifications are endorsed by key stakeholders .</li><li>Identify mandatory and non-mandatory requirements in scope of work · It should clearly provide the outcomes expected from solution/service delivery .</li><li>The scope of work should mention what the outcome is based upon – time or material?</li><li>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 .</li><li>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.</li><li>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 .</li><li>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"</li></ul> <p><b>Important Note :</b> 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.</p> <p><b>Price Variation Clause:</b></p> <p>"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."</p>					
Additional Required Data/Document(s) : Buyer   अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार					

1. Scope of Work : [click here](#)
2. Service Level Agreement (SLA) : [click here](#)
3. Payment Terms : [click here](#)
4. GEM Availability Report ( GAR) : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
3. Compliance Documents In Respect Of Sow Etc : [click here](#)
4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise : [click here](#)
5. Compliance Documents In Respect Of Specification And Standard Of Services : [click here](#)
6. Compliance Document In Respect Of Approach & Methodology : [click here](#)
7. Compliance Documents In Respect Of Project Experience Of Firms : [click here](#)
8. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity : [click here](#)
9. Compliance Document In Respect Of Certification Of Resources . : [click here](#)
10. Any Other Documents As Per Bid (i) : [click here](#)
11. Any Other Documents As Per Bid (ii) : [click here](#)
12. Any Other Documents As Per Bid (iii) : [click here](#)

#### ePBG Detail | ईपीबीजी विवरण

Advisory Bank   सलाहकार बैंक :	State Bank of India
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :	3.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

#### General Clauses w.r.t RCM/FCM | आरसीएम/एफसीएम के संबंध में सामान्य खंड

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

#### Terms and Conditions | नियम और शर्तें

##### 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](#) .

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

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