

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687795766491

अनुबंध तिथि | Contract Generated Date : 07-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4275628](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : NLC India Limited संगठन का नाम Organisation Name : NLC India Limited कार्यालय क्षेत्र Office Zone: NLCIL MINES SERVICES	पद Designation : ADDL CHIEF MANAGER संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : padmanaban.r.nlc@nic.in जीएसटीआईएन GSTIN : - पता Address : ADMINISTRATIVE OFFICE MINE-I & IA, NLC INDIA LIMITED, JAWAHARLAL NEHRU SALAI, BLOCK-26, NEYVELI, CUDDALORE, TAMIL NADU-607803, 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: ED/Civil & Contracts वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : ACM/Fin/Mine-I&IA	Role: CONSIGNEE

परिषेती विवरण Consignee Details		
क्र.सं. S.No	परिषेती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : bala.k.nlc@nic.in जीएसटीआईएन GSTIN : - पता Address : ADMINISTRATIVE OFFICE MINE-I & IA, NLC INDIA LIMITED, JAWAHARLAL NEHRU SALAI, BLOCK-26, NEYVELI, CUDDALORE, TAMIL NADU-607803, India	Testing Service for On-Board /Commissioned Equipment/ Instrument related to Plant

सेवा प्रदाता विवरण Service Provider Details
जेम विक्रेता आईडी GeM Seller ID : VZFM210004341666 कंपनी का नाम Company Name : ENSAFE TECHNOLOGIES PRIVATE LIMITED संपर्क नंबर Contact No. : 07540041186 ईमेल आईडी Email ID : infoensafetech@gmail.com पता Address : NO 252, „SELVAKUMAR ILLAM, CHINNA THIRUPATHI, Village/Town:- VASANTHAPURAM, City:- SALEM, SALEM, TAMIL NADU-636008, India एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-TN-20-0033868 एमएसई सामाजिक श्रेणी MSE Social Category : SC एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: NA

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 14-Feb-2024 सेवा समाप्ति तिथि | Service End Date : 13-Jan-2025

श्रेणी नाम | Category Name : Testing Service for On-Board /Commissioned Equipment/ Instrument related to Plant

बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Quantity	Lumpsum Cost for Testing during Contract Period
Type of tests required	Air receiver tank Hydraulic pressure test NDT Testing of Safety valves and Pressure relief valve	1	590088.5
Details of tests required	For Air compressor receiver tanks Hydro test for 150 percent of max working pressure NDT of welding joints Testing of Safety vales fitted in the Air receiver tank and Testing of Pressure relief valve in the air compressors		
Eligible Testing Lab	Shall have valid certificate of competency approved by concerned authorities Statutory bodies		
Testing location	Premise (onsite)		
Time within which samples/instruments need to be tested once provided by buyer	As per site requirement		
Reports required	Test Report, Fitness Certificate		
कुल राशि (सूत्र) Total Amount (Formula) : (Lumpsum Cost for Testing during Contract Period*Quantity)			

एडऑन के बिना कुल मूल्य Total Value without Addons(INR)	590088.5
कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	590088.5
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	590088.5
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक Price Break up offered Document link	
एसएलए विवरण SLA Details	
SERVICE STC	
SPECIAL TERMS AND CONDITIONSFOR TESTING SERVICE FOR ON-BOARD/COMMISSIONED EQUIPMENT/INSTRUMENT RELATED TO PLANT	
<p>1. Preamble</p> <p>2. All Testing servicefor on-board/commissioned equipment/instrument related to plant relatedcontracts placed through GeM shall be governed by the following set of Terms and Conditions:</p> <p>I. General terms and conditions for Goods and Services.</p> <p>II. Service STC contained in this document</p> <p>III. BID / Reverse Auction specific ATC</p> <p>B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersedeService specific STC shall supersede GTC, whenever there are any conflicting provisions.</p> <p>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.</p>	
<p>2. Objectives and Goal</p> <p>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:</p> <ul style="list-style-type: none">● 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 <p>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.</p>	
<p>3. Stakeholders</p> <p>The main stakeholders associated with this agreement are:</p> <ul style="list-style-type: none">● Buyer: The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms● Service provider: The Service provider is responsible to provide all the required services in timely manner. The Service provider may also include seller, supplier/bidder/contractor, any authorized agents, assignees, successors, and nominees as per the context and as described in the document <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and deduction in case of non-adherence to the defined terms and conditions.</p>	
<p>4. Service Scope</p> <p>This service maybe availed to carry out different type of testing services such as Non-Destructive Test (NDT), Chemical, Civil, Electrical, Electronics, Mechanical , Fluid flow etc. for on-board/commissioned equipment/instrument related to plant. The details of the type of tests to be conducted need to be specified by the Buyer in the bid document.</p> <ul style="list-style-type: none">● The details of instruments to be testedneed to be specified by the Buyer.● The testing may be at Buyers' premises or Service provider as specified by Buyer.	
<p>5.Terms and Conditions</p> <p>5.1 Buyer's Obligations</p> <ul style="list-style-type: none">● Any equipment data/drawings and necessary work permits to access the Buyers' premises are to be provided by Buyer.● The Engineer-In-Charge (EIC/EICs) or supervisor nominated by Buyer organization shall look after general supervision and direction of the work.● In case testing is happening atBuyer's premises, Buyer should provide/facilitate safe and secure place for onsite calibration and/or testing equipments of the Service provider.● In the absence of any Standard/ Specification/Code of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions of the Engineer-in- Charge will be binding on 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." <p>5.2 Service provider's Obligations</p> <ul style="list-style-type: none">● Necessary equipment for testing and Inspection and consumables, testing instruments etc shall be under scope of Service provider.● Before commencement of the job, the test and/or calibration procedures may need to be submitted to EIC or competent authority for approval.● In case testing is happening in Buyer premises, work shall be planned in such that there is no disruption to any power supply to the critical equipment.● If any special equipment is provided by Buyer organization for performance of any job, the Service provider shall be responsible for accounting of the same and returning the same before leaving site.	

5.3 Standard Terms and Conditions

QUALITY OF SERVICES

- All the instruments for testing should be properly calibrated. The proof of calibration with traceability shall be available with the Service provider.
- Service provider shall stand responsible for any sort of delay caused by them in executing the job. Service provider will have to compensate such delays by working additional days or additional hours and no payment will be made on account of this.
- In case of testing of commissioned instruments in plant related set-ups, Service provider shall arrange spares for all the instruments so that testing work is not interrupted. Any delay due to non-availability of required spares shall be borne by the Service provider and job shall be completed by working extra time/duration so that total planned jobs can be completed.

SUPERVISION OF WORK:

- Measurements, if applicable, shall be recorded as per Specifications/ Contract Documents. The responsibility for checking the measurements as recorded in the Measurement Books/Bills/sheets shall be with the EIC.
- If the Buyer/EIC is not satisfied with the competency of the service engineer deployed by Service provider, then no charges will be paid, and Service provider has to take necessary action to depute another competent Service Engineer.
- Buyer/EIC shall be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the work and/or unhindered operations in the plant.
- EIC shall also have authority to reject all work, which does not conform to the tender document.
- The work shall be executed strictly as per the schedule given in the bid document.
- Buyer shall have the right, which shall not be unreasonably exercised, to direct Service provider in writing to remove and/ or replace any of Service provider's personnel at the sole expense of Service provider. Buyer reserves the right to require the dismissal and replacement of any persons considered, in Buyers' sole reasonable documented opinion, to be unfit to carry out their duties. No cost for replacement of such personnel will be payable by Buyer to Service provider or its sub-Contractors in the event such dismissal and replacement is required.

In case of manpower deployment in Buyer premises for the purpose of testing,

- 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.
- 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.
- 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.
- The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, recommended practices etc, and no liability in this regard will be attached to the Buyer. 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.
- 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 deduction in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
- 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.
- 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.
- The Service Provider shall be fully responsible for the acts of their representatives / consultants/ team members and shall fully indemnify the Buyer for any kind of losses or damages caused by its team members/ consultants. The Buyer shall not be responsible for any claim from any consultant / team member employed by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.
- 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.
- 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 shall not deploy or shall discontinue deploying such person(s).
- In an event that the Service provider fails to deliver or fails to carry out tasks as per schedule due to the absence of personnel or any other reasons, the Service provider at his own cost shall make an alternate arrangement by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke deduction and the Buyer shall have the right to recover damages as per the provisions of the contract.
- The Service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel deployed by them.
- In case any loss is incurred by the Buyer owing to the negligence or mishandling by the deployed personnel of the Service provider, the Service provider shall be responsible to make good the losses suffered by the Buyer, subject to GTC provisions on limitation.
- Any damages caused by the Service provider in existing facilities while carrying out the work shall be made good by the Service provider to Buyer's entire satisfaction at their own risk and cost.
- The Service provider shall provide prior information to the Buyer and obtain necessary approvals, for any hazardous material being brought to the site and Service provider shall ensure safe and secure storage and usage of such material.
- All electrical works will be done as per the latest Indian Electricity Act and other requirements of the contract.
- The Service provider must leave work areas in a clean, tidy and safe condition at the end of each working period.
- No work may be carried out above the heads of people or over gangways or roads or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by the Buyer/authority in charge
- The Service provider should ensure that their personnel do not consume alcohol / do not smoke /any type of drugs in the Buyer's premises, the violation will attract suitable deduction. The Service provider must ensure that their personnel do not report for duty in inebriated state.
- The Service provider is advised to visit and examine the work site and its surroundings and obtain for themselves all information that may be necessary for preparing the bid. The site visit shall be at the Service provider's own expenses and the Buyer will be indemnified for any material/personnel loss of the Service provider.

- SAFETY AND SECURITY:**
- The Service provider shall take all precautions and use all safety appliances wherever required so as to ensure safety of workmen.
 - Service provider shall perform the work under this contract observing all relevant safety rules and regulations. In case of deployment at Buyer premises, no personnel of the Service providers shall be allowed to work at site without such safety gears. PPE (Personal Protective Equipment, Industrial Safety Shoe, Helmet, cotton protective clothes, etc. shall be in Service provider's scope, however Buyer organizations may provide any special PPE, if required, during job execution.
 - If required by the Buyer, the Service provider shall ensure that all workers/supervisors engaged will carry identity Card/Photo Pass along with safety training card. The same is to be displayed on their person during their presence inside Buyers' premises. However, if the display of the photo pass creates difficulty in execution of work, the pass is to be kept in safe custody to avoid damage/getting spoiled.
 - On request of the EIC/Buyer, Service provider may prepare and submit a comprehensive and documented plan for implementation, monitoring and reporting of Health, Safety & Environment (HSE) System for
 - The Service providers should take appropriate Workmen Compensation Insurance Policy for its visiting Engineer.

6. Payment Schedule

- The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.
- Payment schedule to be as per payment terms specified in bid document.
- Payment to be inclusive of travelling charges for site calibration/testing and boarding and lodging expenses unless specified otherwise by Buyer in ATC section.

7. Deduction and Termination

S No.	Description	Deduction (in %age of contract value)
1.	Time within which work should start after the formal signing of contract between Service provider and Buyer	Every week of delay from the schedule date of commencement of work will attract a deduction of 0.1% of total contract value
2.	Failure to address deficiencies/complaints brought to notice by Buyer or any problem found with the instrument/equipment under testing during contract period	Resource person/service engineer to be sent to site of instrument within 48 (forty-eight) hours unless specified otherwise by Buyer in ATC failing which a penalty of Rs 500 per day
3.	If employee is found disclosing any confidential information document to the Service provider/ any third parties	Cancellation of the contract with cancellation charges @ 2% 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
4.	Failure to provide reports as per schedule/specifications	Every week of delay from the schedule date of commencement of work will attract a deduction of 0.1% of total contract value
5.	In case of testing in Buyers' premises, non-compliance to safety systems & procedures in force.	In addition to applicable legal implications, the following will be applicable 1st Instance – 0.5% of the contract value 2nd Instance – 1% of the contract value 3rd Instance onwards – 2% of the contract value
6.	If cumulative deduction reach 10% of the contract value	Termination of contract at discretion of the buyer
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<p>अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार Additional Required Data/Document(s) : Buyer</p> <p>1. Buyer to upload detailed list of equipments/samples, tests to be conducted and technical specifications of equipment/sample to be tested : click here</p> <p>2. Payment Terms : click here</p> <p>3. Buyer to provide price bifurcation format in which Service Provider will submit the breakup of the lumpsum cost quoted. : click here</p> <p>अतिरिक्त डेटा/दस्तावेज़ : विक्रेता Additional Data/Document(s) : Seller</p> <p>1. Certificate (Requested in ATC) : click here</p> <p>मूल्य द्विभाजन एक्सेल फ़ाइल विवरण Price Bifurcation Excel File details: Price Schedule</p>	
<p>ईपीबीजी विवरण ePBG Detail</p>	
<p>सलाहकार बैंक Advisory Bank :</p>	<p>State Bank of India</p>

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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

3.1 Technical QR:

3.1.1 The bidder shall be in the line of Testing of Pressure vessels /pressure tanks or similar equipments. The competency certificate issued by concerned authorities shall be either in the name of the bidder or in the name of firm/ in the name of any one of the partners in the case of partnership firm or in the name of persons authorized by the bidder.

Documentary evidence for 3.1.1 Copy of certificate duly attested by Notary public/practicing Chartered Accountant with seal and date issued by Competent Authority/body for testing of Pressure vessels/Pressure tanks or similar equipments by the bidder in the name of bidder or in the name of persons(s) authorized by the bidder.

3.1.2 The bidder should have executed any Testing of Pressure vessels/pressure tanks or similar equipments within the last (7) seven years prior to the original scheduled date of tender opening in any Govt./Quasi Govt./PSU/PSE/Public Limited Company in their own name/in the name of any one of the partners for a value not less than Rs.2.06 lakhs (including GST) in a single agreement.

Documentary evidence for 3.1.2 Copy of order/agreement, completion certificate (Part/full)

3.1.3 The bidder shall have minimum one number of testing personnel having valid ASNT/ISNT Level-2/Level-3 qualification for conducting all the NDT tests for ensuring defects free in the welding joints of the air receiver tanks.

Documentary evidence for 3.1.3 Copy of valid certificate for ensuring the qualifications presented in PQR 3.1.3

2.3 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.