

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687724965231

अनुबंध तिथि | Contract Generated Date : 12-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4352452](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Government मंत्रालय Ministry : Ministry of Railways विभाग Department : Indian Railways संगठन का नाम Organisation Name : West Central Railway कार्यालय क्षेत्र Office Zone : West Central Railway	पद Designation : SR DEE G JBP संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : sanjay.manoria@gov.in जीएसटीआईएन GSTIN : N पता Address : DRM Office, JABALPUR, MADHYA PRADESH-482001, 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 : Sr.DEE(G)JBP वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : SrDFM/JBP	Role: BUYER भुगतान का तरीका Payment Mode: Railways पद Designation : SR DEE G JBP ईमेल आईडी Email ID : rambadan.mishra@gov.in जीएसटीआईएन GSTIN : N पता Address: DRM Office, JABALPUR, MADHYA PRADESH-482001, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : sanjay.manoria@gov.in जीएसटीआईएन GSTIN : N पता Address : DRM Office, JABALPUR, MADHYA PRADESH-482001, India	Energy Audit Service - Lumpsum Based - Detailed; Railway station, Commercial Building

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : 6FC8180000357861 कंपनी का नाम Company Name : SABS India Sales Corporation संपर्क नंबर Contact No. : 09826012991 ईमेल आईडी Email ID : sabsind@yahoo.co.in पता Address : 402,Sanjay Singh,90/2 Abhinav Nagar, Tin Imali Chouraha, Chitawad, Indore,indore, Indore, MADHYA PRADESH-452001, India एमएसएमई पंजीकरण संख्या MSME Registration number : Udyam-MP-23-0028694 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 23ADUPS9364E1ZY	

*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 तिथि (नवीनतम) Service Start Date (latest by): 19-Mar-2024	सेवा समाप्ति तिथि Service End Date : 18-Apr-2024
श्रेणी नाम Category Name : Energy Audit Service - Lumpsum Based	

बिलिंग चक्र Billing Cycle: monthly			
विवरण Description	Quantity to be kept as 1	Lumpsum Cost of Project	
Type of Energy Audit	Detailed	1	485570
Area to conduct Energy Audit	Railway station, Commercial Building		
Frequency of Energy Audit progress report	Monthly		
Energy Saving Certificate	Yes		
Type of Professional/Resources required	BEE empanelled ESCOs		
Total Experience of Professionals / Resources (In years)	0 - 3 Years		
कुल राशि (सूत्र) Total Amount (Formula) : (1*Lumpsum Cost of Project)			
एडऑन के बिना कुल मूल्य Total Value without Addons(INR)			485570
कुल एडऑन मूल्य Total Addon Value(INR)			0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)			485570

अनुबंध की राशि | Amount of Contract

एसएलए विवरण | SLA Details

Energy Audit Service

1. Preamble

A. All the Energy audit Service contracts 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 supersedes Service-specific S TC supersedes GTC, in case of any conflicting provisions.

C. This document represents a Special Terms and Conditions ("STC") 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, the Stakeholder's obligation, and the 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 contractual terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goals of this agreement are 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
- The 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:

a. Buyer: Buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed

b. Service Provider: The service provider is responsible to provide all the required services in a 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 agreement

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

Energy Audit is the study of energy consumption of an organization/ process/ plant/ industry aimed at reduction of energy consumption and energy costs without affecting productivity and comforts and suggesting the methods for energy saving and reduction in energy cost.

- Pre-audit activity - an activity to be conducted by the service provider at the buyer's plant/industry/ building area to focus on energy inputs, spots of wastage, and available energy conservation opportunities
- During audit activity - analyze and quantifies the amount of energy consumption in each subsystem of the plant/industry/building/area and compare the same with the target energy consumption
- Post audit activity -
- Energy conservation measures - preparing reports to provide solutions for energy efficiency to the buyer
- Energy Audit report - prepare a final energy audit report for the buyer
- Implementation of projects - implementing measures provided in the audit report

The objectives of an energy audit in the public sector are often broader than expressing an opinion on the energy consumption of the building e.g. commercial buildings would ask for actions for improving energy efficiency, testing of meters, replacement of faulty meters, etc. whereas railway station would want review of the electrical distribution system, review of lighting system & inventory, review of present appliances, etc. Hence, a provision to upload the SoW as per their requirements will be provided for the buyers.

5. Terms & Conditions -**5.1 Buyers Obligation**

1. Buyer may advise the service provider to disengage any of its staff from service, with 24 hours prior intimation, in case of any negligence on the part of that particular staff.
2. The buyer will not be liable for any injury or damage to persons and any such happening will be entirely the responsibility of the service provider

5.2 Service Provider Obligation

1. The service provider shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality, and timelines as designated by the buyer
2. The service provider shall deploy an adequate number of resources required for undertaking an audit
3. The persons carrying out the Electrical safety audit shall use all the required Personnel protective equipment for their own protection
4. The service provider shall be responsible for arranging all requisite measuring equipment's duly calibrated and certified from a recognized laboratory required for undertaking the energy audit
5. Utmost care shall be exercised by the service provider in carrying out the work to ensure that no damage is caused to persons and properties
6. The service provider should deploy only qualified and experienced Engineers/Technicians having requisite licenses to carry out work related to electricity, power, etc.
7. The service provider shall be liable to the buyer for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal, or fraudulent act of any of the representatives and employees of the successful bidder while providing the services
8. The service provider shall regularly provide updates to buyers with respect to the provision of the services
9. The service provider shall not violate any proprietary and intellectual property rights of the buyer or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright, and any other proprietary rights in course of providing service
10. The service provider will be responsible for compliance with all laws, rules, regulations, and ordinances applicable in respect of its employees, sub-contractors, and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labor legislations
11. The audit personnel for the audit period should not be changed so that continuity and consistency are maintained. The service provider shall conduct appropriate due diligence before employing any person who will be entrusted with the work of conducting the audit.
12. The service provider shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
13. The service provider shall not sub-contract any part of the scope of work.
14. The penalty in case of delay any, for filling of returns shall be borne by the service provider.

15. No advance shall be payable under any circumstances

6. Payment Terms

- The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the buyer.
- The payment will be made to the service provider as defined by the buyer on submission of the bill by the service provider and after deducting the penalty amount if any.

7. Formula Used

Total Price = A

Where, A = Lump-sum Price Quoted by the service provider for energy audit service (to be quoted by the service provider)

8. Breach of Contract and Penalties

- Breach of SLA is defined as performance lower than requisite performance in this agreement.
- Penalties will be levied on the service provider, for the violation of the Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Delay in the submission of audit report	1 st instance – 0.05% of the contract 2 nd instance – 0.1% of the contract 3 rd instance – 0.2% of the contract OR 0.5% per month from the due date of completion of the audit
2	Non-deployment of total manpower mentioned in the contract as per the Schedule	0.5% of overall contract value for every week of delay in deployment of manpower
3	If the employee of the service provider is found responsible for any leakage of information, lobbying, bribing, etc.	Termination of contract
4	If cumulative penalties reach 10% of the contract value	Termination of contract

9. Additional Terms & Conditions

Additional conditions which are optional in nature for this service in case buyers may further want to exercise their discretion are as following –

- The service provider shall regularly provide updates to the buyer with respect to the provision of the services and shall meet with the person designated by the buyer to discuss and review its performance at such intervals as may be agreed between them
- The serious irregularities, if any, noticed shall be covered exhaustively in the executive summary/periodic reports to be submitted
- Payments of all travel claims shall be made by the client based on actual expenses
- The firm will be entitled to reimbursement of out-of-pocket expenses like conveyance, lodging/boarding charges, etc. incurred while carrying out the audit on an actual basis i.e. on the production of evidence of incurring such expenses subject to the overall upper limit of X % of the audit fee.
- The work has to be carried out without causing inconvenience to the normal working of the buyer on a day-to-day basis
- No power shut down will be provided during office hours [given on holidays] and after office hours at the discretion of the buyer.
- Buyer will not be responsible for any damages done to walls, floors, etc. after the completion of his work. The service provider needs to repair all the damages caused.

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

- Scope of Work : [click here](#)
- Payment Terms : [click here](#)
- If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA : [click here](#)

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

- Certificate (Requested in ATC) : [click here](#)
- Additional Documents As Per Buyer's Requirement : [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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

The technical proposal should include-

- Organization background
- Organization's suitability for this activity
- Proposed Methodology for carrying out this work.
- A proposed work plan/ timeline of the study
- CVs of team members (group wise) including their roles in the project (a minimum of 1 Accredited Energy Auditors, 1 Sector Expert of buildings and minimum of 2 Certified Energy Auditors (excluding Accredited Energy Auditors) shall be there on the roll of the organization.
- An organization with an annual turnover of Rs.25 lakhs from energy audit services in any one year during the last 3 completed financial years (i.e., 2020-21, 2021-22 and 2022-23).
- Declaration of bidding agency on its letter head to sign "Integrity Pact" with Facility Owner upon being qualified for the bid and before award of contract.
- The technical proposal as per requirement of the pre-qualification criterion is to be submitted in a separate envelope titled "Technical Proposal for Request for Proposal Conducting Investment Grade Energy Audits (IGEA) at identified Indian Railways buildings under "Promotion of ESCO model" program" and named ENVELOP 'A'.

Financial Proposal:

- It should be developed in a transparent manner and contain estimation of costs as per major expense categories including all the taxes, except the GST, if any.
- Evaluation will be based on the total lump sum cost quoted by the bidder for Railway building/buildings. Financial bid with the lowest cost among all bids, will be awarded as L1 bidder.
- The format for financial proposal shall be as per format given at Annexure-II.

Each bidder shall submit financial proposals for all identified Railway buildings (Facility Owner) in separate envelope.

Bidder should not contact other competitive bidders in matters relating to this bid. The Bidders must ensure that they deposit their tenders not later than the closing time and date specified in Notice Inviting Tender (NIT). In the event of the specified date for submission of tender falls on or is subsequently declared a holiday or closed day for Facility Owner, the tenders will be received up to the appointed time on the next working day.

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

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