

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687720721032

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4352165](#)

<b>संगठन विवरण   Organisation Details</b>		<b>खरीदार विवरण   Buyer Details</b>	
प्रारूप   Type :	Central PSU	पद   Designation :	ACM CIVIL
मंत्रालय   Ministry :	Ministry of Coal	संपर्क नंबर   Contact No. :	-
विभाग   Department :	NLC India Limited	ईमेल आईडी   Email ID :	joypaul.nlc@nic.in
संगठन का नाम   Organisation Name :	NLC India Limited	जीएसटीआईएन   GSTIN :	-
कार्यालय क्षेत्र   Office Zone:	NLCIL MINES SERVICES	पता   Address :	ADMINISTRATIVE OFFICE MINE-I & IA, NLC INDIA LIMITED, JAWAHARLAL NEHRU SALAI, BLOCK-26, NEYVELI, CUDDALORE, TAMIL NADU-607803, India
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b>		<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b>	
आईएफडी सहमति   IFD Concurrence :	No	Role:	CONSIGNEE
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval:	GM/MINE-II		
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	DGM/FINANCE/MINE-II(I/C)		
<b>परोक्षिती विवरण   Consignee Details</b>			
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description	
1	संपर्क   Contact : - ईमेल आईडी   Email ID : v.natarajan.nlc@nic.in जीएसटीआईएन   GSTIN : - पता   Address : JN Salai, Block 26, CUDDALORE, TAMIL NADU-607803, India	Custom Bid for Services - Providing Assistance for cultivation of fodder grass and other related activities for rearing of livestock in Mine II	
<b>सेवा प्रदाता विवरण   Service Provider Details</b>			
जेम विक्रेता आईडी   GeM Seller ID :	FGEW210003483315		
कंपनी का नाम   Company Name :	n. arithas		
संपर्क नंबर   Contact No. :	09443262803		
ईमेल आईडी   Email ID :	arithasneyveli@gmail.com		
पता   Address :	142/4, NIL,SEPLANATHAN NORTH,WEST STREET,Village/Town:- VRIDHACHALAM TLAUK, City:- NEYVELI, CUDDALORE, TAMIL NADU-607802, India		
एमएसएमई सत्यापित   MSME verified :	Yes		
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-TN-04-0008543		
एमएसई सामाजिक श्रेणी   MSE Social Category :	OBC		
एमएसई लिंग श्रेणी   MSE Gender :	Male		
जीएसटीआईएन   GSTIN:	NA		
<b>*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Consignee</b>			
<b>सेवा विवरण   Service Details</b>			
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 19-Mar-2024		सेवा समाप्ति तिथि   Service End Date : 23-Feb-2025	
<b>श्रेणी नाम   Category Name : Custom Bid for Services</b>			
<b>बिलिंग चक्र   Billing Cycle: monthly</b>			
विवरण   Description		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	Providing Assistance for cultivation of fodder grass and other related activities for rearing of livestock in Mine II	1	5440245.14
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		
<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b> (1*Lumpsum Cost of Service in totality)			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		5440245.14	
कुल ऐडऑन मूल्य   Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		5440245.14	
<b>अनुबंध की राशि   Amount of Contract</b>			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)		5440245.14	
मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज ब्रेक अप ऑफर किए गए दस्तावेज़ लिंक</a>   <a href="#">Price Break up offered Document link</a>			
मूल्य द्विभाजन एक्सेल फ़ाइल विवरण   Price Bifurcation Excel File details: <a href="#">Price Schedule</a>			
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			

## एसएलए विवरण | SLA Details

**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."

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

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](#)

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

1. Compliance Documents In Respect Of Sow Etc : [click here](#)
2. Certificate (Requested in ATC) : [click here](#)

## ईपीबीजी विवरण | ePBG Detail

## 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

### TECHNICAL QR:

1) The bidder should have executed any work within the last (7) Seven years prior to the original scheduled date of tender opening in any Government / Quasi Government / PSU / PSE / Public Limited Company, in their own name / in the name of any one of the partners, as given below.

a) One work of executed value not less than Rs.36.88 lakhs excluding GST in a single Contract agreement / Work Order.

(or)

b) Two works of executed value each not less than Rs.23.05 lakhs excluding GST in two Contract agreements / Work Orders.

(or)

c) Three works of executed value each not less than Rs.18.44 lakhs excluding GST in three Contract agreements / Work Orders.

### FINANCIAL CRITERIA:

2 (i) a) Average Annual turnover of the bidder for the 3 financial years immediately preceding the original scheduled tender opening date should not be less than Rs.15.00 lakhs.

b) In case, if a bidder meets the technical QR but could not furnish his / their audited financial statement of three consecutive financial years preceding the last financial year for evaluating the average Annual turnover, due to the incorporation / formation of the bidder, within a period of less than 3 years from the original scheduled date of tender opening, then, such bidder shall also be considered and the Average annual turnover of such bidder shall be arrived at as below:

- If the bidder furnished audited financial statement (Profit & Loss Account and Balance Sheet) for the last financial year only, then such bidder's average Annual turnover shall be arrived at by dividing the Turnover of the last financial year by three.

- If the bidder furnished audited financial statement (Profit & Loss Account and Balance Sheet) for the last two financial years only, then the bidder's average Annual turnover shall be arrived at by dividing the sum of Turnover of last two financial years by three.

2 (ii) The bidder shall have positive Net Worth as per their latest audited financial statement.

2 (iii) In cases, where audited financial statement (Profit & Loss Account and Balance Sheet) for the last financial year immediately preceding the original schedule date of Tender opening are not available, a certificate would be required from the bidder stating that the financial statement of the bidder are under audit as on the date of tender opening. In such case, the audited financial statement of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters.

Documentary evidence for the above 2 (i), (ii) & (iii) shall be furnished in the form of certificate from Chartered Accountant with copies of Audited Financial Statements containing profit and loss statement and balance sheet together with the Bid.

#### 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.

