## अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687797262973 अनुबंध तिथि | Contract Generated Date : 19-Mar-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/4450350</u>

संगठन विवरण|Organisation Details

प्ररूप|Type: Central PSU मंत्रालय|Ministry: Ministry of Power

NA

cg

NTPC Limited

NTPC LTD

NTPC LTD

विभाग | Department : संगठन का नाम|Organisation Name :

कार्यालय क्षेत्र|Office Zone:

खरीदार विवरण|Buyer Details

पद | Designation : SR MGR CNM CPG1 USSC

संपर्क नंबर|Contact No.:

ईमेल आईडी|Email ID : buyer105.nl.cg@gembuyer.in

जीएसटीआईएन|GSTIN:

NTPC Ltd , Western Region-II Head Quarter , Plot No. -87,

पता|Address: Sector-24, Atal Nagar, Nava Raipur, Raipur, Chhattisgarh,

RAIPUR, CHHATTISGARH-492101, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमित|IFD Concurrence : No

प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval:

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: CONSIGNEE

## परेषिती विवरण|Consignee Details

я	5.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
	1	संपर्क Contact: - ईमेल आईडी Email ID: con135.nl.or@gembuyer.in जीएसटीआईएन GSTIN: - पता Address: Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147 ANGUL, ANGUL, ODISHA-759147, India	Custom Bid for Services - Man Power Deployment for Ash Utilisation Activities and Ashdyke of Talcher Super Thermal Power Station NTPC Limited

## सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रैता आईडी|GeM Seller ID : 5XYJ210002951901 कंपनी का नाम|Company Name : bijay kumar thamba संपर्क नंबर|Contact No. : 09437146577 ईमेल आईडी|Email ID : bijaythamba@gmail.com

At- Balhar Chhak, Talcher, BIJAY KUMAR THAMBA, AT-BALHAR CHHAK, PO-SANTHAPADA TALCHER, DIST-ANGUL, ODISHA, PIN

पता| Address : CODE-759104,759104,

Angul, ODISHA-759101, India Yes

एमएसएमई सत्यापित|MSME verified :

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-OD-01-0001868

एमएसई सामाजिक श्रेणी|MSE Social Category : General एमएसई लिग श्रेणी|MSE Gender : Male

जीएसटीआईएन|GSTIN: 21AAKPT7908A1ZV

## \*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): 30-Apr-2024

सेवा समाप्ति तिथि| Service End Date: 29-Apr-2025

श्रेणी नाम|Category Name: Custom Bid for Services

## बिलिंग चक्र|Billing Cycle: monthly

वि	वेरण Description	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
	Man Power Deployment for Ash Utilisation Activities and Ashdyke of Talcher Super Thermal Power Station NTPC Limited		
Regulatory/ Statutory Compliance of Service	YES	1	36766085
Compliance of Service to SOW, STC, SLA etc	YES		

#### कुल राशि (सूत्र) | Total Amount (Formula):

(1"Euripsum Cost of Service in totality)	
ऐडऑन के बिना कुल मूल्य  Total Value without Addons(INR)	36766085
कुल एडऑन मूल्य  Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य  Total Value Including Addons(INR)	36766085
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	36766085

ICICI रुखरुल एँक्विक्स्पणं⊧9ty/R4Dvetails

## ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

10.00 vice Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been Juploaded it

बोली लक्षाचेलालेन्को बोलीको विवर्धमें ओव र्शकों कीं असुसार कांसू ईपीबीजी प्रस्तुक किस्ता होया द्र The bidtele/syhallefolory is ne PBG as tapphicable as peribidels debyn bayer colonizations read in totality to conclude the requirement of Custom e Bid floated on portal

contain the Scope of Work, (SOW), stakeholder 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

**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

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 aboid 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. Introduction about the project /services being proposed for procurement using custom bid functionality: <a href="click here">click here</a>
- 2. Pre Qualification Criteria ( PQC ) etc if any required : click here
- 3. Service Level Agreement (SLA): click here
- 4. Payment Terms: click here
- 5. Scope of Work : click here
- 6. Quantifiable Specification / Standards of The Service/ BOQ: click here
- 7. Project Experience and Qualifying Criteria Requirement : click here
- 8. Any other Documents As per Specific Requirement of Buyer -1: click here
- 9. Any other Documents As per Specific Requirement of Buyer -2: click here
- 10. Penalties : click here
- 11. GEM Availability Report (GAR): click here
- 12. Instruction To Bidder: click here
- 13. Special Terms and Conditions (STC) of the Contract :click here

अतिरिक्त डेटा/दस्तावेज़ : विक्रैता|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 <u>General Terms and Conditions</u>, 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 Buyer Added Bid Specific ATC:

**Buyer Added text based ATC clauses** 

NIT NO	<mark>9900272451</mark>
Name of Work	Man Power Deployment for Ash Utilisation Activities and Ash-dyke of Talcher Supe
	r Thermal Power Station, NTPC Limited

# A. Bidders are requested to refer the. Additional Terms & Conditions (ATC) of this tender c omprises the following documents.

Section	Documents	Placement at GEM Portal
I	Invitation for Bids (IFB)/ Tender Enquiry/Notice In viting Tender (NIT)	Pre-Qualification Criteria ( PQC ) e tc if any required
II	Instructions to Bidders (I TB)	Instruction To Bidder
111	General Conditions of Contract (GCC)	Service Level Agreement (SLA)
IV	Special Conditions of Co ntract (SCC)	Special Terms and Conditions (STC) of the Contract
V	Technical Specifications and Bid Drawings	Scope of Work
VI	Schedule of Quantities ( SOQ) / Bill of Quantities ( BOQ)	Quantifiable Specification / Stand ards of The Service/ BOQ
VII	Forms and Procedures	Introduction about the project /se rvices being proposed for procure ment using custom bid functionality.
	SCC annexures	Additional Qualification/Data Required
	Attachment -Integrity Pact	Any other Documents As per Spec ific Requirement of Buyer -1

Attachment-3-QR declar ation	Any other Documents As per Spec ific Requirement of Buyer -2
ATC-Checklist	Payment Terms
Debarment Policy	Penalties
	GEM Report

## B. IMPORTANT INFORMATION MAY BE NOTED (महत्वपूर्ण जानकारी )

BIDS are liable to be rejected on non- submission of following documents duly signed. ( निम्नल िखित दस्तावेजों को जमा न करने पर BIDS को अस्वीकार कर दिया जाएगा)

BID Security/EMD or Valid UDYAM (उद्यम ) certificate -Attachment-1.

The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee t owards Bid Security/EMD/Performance security/\*Security for the Deed of Joint Undertaking (if applicable)/\*Advance payment (if applicable) included in the Employer's Bidding Docume nts only. In addition, the format of the Insurance Surety Bond shall also be in accordance w ith the form of Insurance Surety Bond towards Bid security/Performance security/\*Security for the Deed of Joint Undertaking (if applicable) included in the Employer's Bidding Docume nts only.

Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.

C. Bidders are required to submit the documents (dully filled) as mentioned in the CHECKLI ST at GeM portal. Formats of these documents can be referred from Section-VII, "Forms an d Procedures".

## D. Important Point for EMD/

(1) EMD to be submitted in the form of BG as per NTPC Format. A copy of EMD BG is to be uploaded on Ge M Portal during Bid submission. Hard copy of EMD BG shall reach to following address within 5 days from Bid opening on GeM Portal:

# Address

#### SM (C&M)

CPG1, 3<sup>rd</sup> Floor NTPC Limited,

CPG-1, Plot No. -87, Sector-24, Atal Nagar,

Nava Raipur, Raipur, Chhattisgarh, 492001

In case Hard copy of BG is not received within the stipulated time, Bid is liable to be rejected.

The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.

- (2) While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure S FMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Emplo yer's Beneficiary Bank whose details are provided herein below:
- (i) Bank Name: ICICI Bank Limited
- (ii) Branch: CONNAUGHT PLACE BRANCH
- (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001
- (iv) IFSC Code: ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured F inancial Messaging System) as provided by RBI.

The format of the message for confirmation of the BG shall be as below:

BG advising message	IFN 760COV/IFN 767COV via SFMS	
Field Number	7037	

	Particulars (to be mentioned in Row 1)	NTPCBG (unique identifier)	
nd	EMD exemption: Micro and Small Enterprises (M services rendered, shall be exempted from paying the to submit UDYAM Registration Certificate, as a	ng Earnest Money Deposit. Such registered	•
(4)	To avail MSE benefit in respect of EMD exemption	on and purchase preference, Bidder should	d be a manufa
ctu	rer of offered product. Traders are excluded fro	n purview of MSE benefit.	
. 2 6.	was Added Rid Coolife ATO		
	yer Added Bid Specific ATC:		
Buyer	uploaded ATC document <u>Click here to view the file</u> .		

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। Note: This is system generated file. No signature is required.