

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687706039828

अनुबंध तिथि | Contract Generated Date : 22-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4709112](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकार   Type :	Central PSU	पद   Designation :	Ritesh Kumar Singh
मंत्रालय   Ministry :	Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर   Contact No. :	04172-284084-4084
विभाग   Department :	Department of Heavy Industry	ईमेल आईडी   Email ID :	buyer642.bhelb.tn@gembuyer.in
संगठन का नाम   Organisation Name :	Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन   GSTIN :	-
कार्यालय क्षेत्र   Office Zone:	Boiler Auxiliaries Plant Ranipet	पता   Address :	INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, VELLORE, TAMIL NADU-632406, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राप्तिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	SDGM	भुगतान का तरीका	BHEL
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	SM	पद   Designation :	D haribabu
Designation of Financial Approval :		ईमेल आईडी   Email ID :	pao25.bhelb.tn@gembuyer.in
		जीएसटीआईएन   GSTIN :	-
		पता   Address:	INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, Vellore, TAMIL NADU-632406, India
		भुगतान समयसीमा   Payment Timelines:	Payments shall be made to the seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

परेष्ठी विवरण   Consignee Details		
क्र.सं.   S.No	परेष्ठी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 04172-284141- ईमेल आईडी   Email ID : buyer458.bhelb.tn@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, VELLORE, TAMIL NADU-632406, India	Custom Bid for Services - Servicing of Siemens LT Module 400 A 6 SN1123 1AA000KA1

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	67B7200001201883
कंपनी का नाम   Company Name :	ESTEC SYSTEMS & SOLUTIONS PRIVATE LIMITED
संपर्क नंबर   Contact No. :	09941503390
ईमेल आईडी   Email ID :	mahalakshmi@estec.in
पता   Address :	2ND FLOOR, DOOR NO.M3, 9TH STREET,DR.VSI ESTATE PHASE II,THIRUVANMIYUR,THIRUVANMIYUR, Chennai, TAMIL NADU-600041, -
एमएसई पंजीकरण संख्या   MSME Registration number :	UDYAM-TN-02-0083753
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	33AABCE2776P1ZA

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Consignee
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सेवा विवरण   Service Details					
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 29-Mar-2024		सेवा समाप्ति तिथि   Service End Date : 28-Apr-2024			
श्रेणी नाम   Category Name : Custom Bid for Services					
बिलिंग चक्र   Billing Cycle: monthly					
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	Servicing of Siemens LT Module 400 A 6 SN1123 1AA000KA1	1	23010		
Regulatory/ Statutory Compliance of Service	YES				
Compliance of Service to SOW, STC, SLA etc	YES	कुल राशि (सूत्र)   Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)					
		23010			

कुल एडऑन मूल्य   Total Addon Value(INR)	0			
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	23010			
<b>कर विभाजन   Tax Bifurcation</b>				
विविषित   Particular	जीएसटी   GST (18%)	जीएसटी उपकर 1   GST Cess 1 (0%)	जीएसटी पर इनपुट टेक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%)
Custom Bid for Services	3510	0	3510	0
<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)	23010			
<b>मूल्य विभाजन की पेशकश की   Price Break up offered :</b> <a href="#">प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक   Price Break up offered Document link</a>				
<b>एसएलए विवरण   SLA Details</b>				
<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>1. General Terms and Conditions for Goods and Services;</li> <li>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 ,</li> </ol> <p>The above terms and conditions are in reverse order of precedence .Service specific STC supersedes 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>1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties</li> <li>2. Present a clear, concise and measurable description of service offered to the buyer</li> <li>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</li> <li>4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons</li> <li>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.</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>1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.</li> <li>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</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 complianc . 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>				

संस्करण नं. 201   Agency Bank :	NA
ईपीबीजी प्रक्रिया नं. 24   Execution Date: 2024-03-18 16:00:00	NA

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

1. Instruction To Bidder : [click here](#)
2. Scope of Work : [click here](#)
3. Special Terms and Conditions (STC) of the Contract : [click here](#)
4. Service Level Agreement (SLA) : [click here](#)
5. Payment Terms : [click here](#)
6. Quantifiable Specification / Standards of The Service/ BOQ : [click here](#)
7. GEM Availability Report ( GAR) : [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. Pre Qualification Criteria ( PQC ) etc if any required : [click here](#)
11. Penalties : [click here](#)

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

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

ईपीबीजी विवरण | ePBG Detail

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

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 scope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

#### 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

**This tender is single tender enquiry on i.e. M/s Estec Systems & Solutions Private Limited Chennai.**

**Offers other than M/s Estec systems & Solutions Private limited Chennai  
will be summarily rejected.**

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

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

