

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687737897286

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4818498](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details			
प्ररूप Type :	Central PSU	पद Designation :	CM 2		
मंत्रालय Ministry :	Ministry of Coal	संपर्क नंबर Contact No. :	07759-249213-		
विभाग Department :	Materials Management	ईमेल आईडी Email ID :	shyam.agrawal@nic.in		
संगठन का नाम Organisation Name :	South Eastern Coalfields Limited	जीएसटीआईएन GSTIN :	22AADCS2066E9ZL		
कार्यालय क्षेत्र Office Zone:	Secl Bilaspur Cg	पता Address :	CWS KORBA SECL BILASPUR CG, KORBA, CHHATTISGARH-495677, India		
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details			
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO		
प्रशासनिक अनुमोदन का पदनाम	GM CWS korba	भुगतान का तरीका	Offline		
Designation of Administrative Approval:	AFM CWS CS	Payment Mode:	DM		
वित्तीय अनुमोदन का पदनाम		ईमेल आईडी Email ID :	vandana.nagwanshi@nic.in		
Designation of Financial Approval :		जीएसटीआईएन GSTIN :	-		
		पता Address:	SECL CWS KORBA, Korba, CHHATTISGARH-495677, India		
परेष्ठी विवरण Consignee Details					
क्र.सं. S.No	परेष्ठी नाम & पता Consignee Name & Address	सेवा विवरण Service Description			
1	संपर्क Contact : - ईमेल आईडी Email ID : cs.nagrale@coalindia.in जीएसटीआईएन GSTIN : - पता Address : SECL CWS KORBA, KORBA, CHHATTISGARH-495677, India	Custom Bid for Services - Maintenance Contract of existing 61 Nos Room Air Cooler at different location of CWS and CRC club Korba for a period of 03 months			
सेवा प्रदाता विवरण Service Provider Details					
जेम विक्रेता आईडी GeM Seller ID :	ZYK5230008184687	कंपनी का नाम Company Name :	SHYAM ELECTRICAL AND ENGI.		
संपर्क नंबर Contact No. :	078228240401	ईमेल आईडी Email ID :	yogimtbl@gmail.com		
पता Address :	SHOP NO. 05, BUDHWARI BAZAR, Korba, CHHATTISGARH-495677, -	एमएसएमई पंजीकरण संख्या MSME Registration number :	-		
जीएसटीआईएन GSTIN:	22AWHPS8967R2ZB (R)				
*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): 29-Apr-2024		सेवा समाप्ति तिथि Service End Date : 29-Jul-2024			
श्रेणी नाम Category Name : Custom Bid for Services					
बिलिंग चक्र Billing Cycle: quarterly					
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	Maintenance Contract of existing 61 Nos Room Air Cooler at different location of CWS and CRC club Korba for a period of 03 months	1	59700		
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)					
ऐडजॉन के बिना कुल मूल्य Total Value without Addons(INR)		59700			
कुल ऐडजॉन मूल्य Total Addon Value(INR)		0			
ऐडजॉन सहित कुल मूल्य Total Value Including Addons(INR)		59700			
कर द्विभाजन Tax Bifurcation					
विशेष Particular	जीएसटी GST (18%)	जीएसटी उपकर 1 GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST (100%)		
			जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%)		

Custom Bid for Services	9106.78	0	9106.78	0
-------------------------	---------	---	---------	---

अनुबंध की राशि|Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR)

59700

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 compliance . 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. Instruction To Bidder :[click here](#)
2. Scope of Work :[click here](#)
3. Service Level Agreement (SLA) :[click here](#)
4. Payment Terms :[click here](#)
5. GEM Availability Report (GAR) :[click here](#)
6. Special Terms and Conditions (STC) of the Contract :[click here](#)

1. Certificate (Requested in ATC) : [click here](#)
2. Any Other Documents As Per Bid (i) : [click here](#)
3. Any Other Documents As Per Bid (ii) : [click here](#)
4. Compliance Documents In Respect Of Sow Etc : [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 Service & Support:

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.3 Buyer Added Bid Specific Scope Of Work(SOW):

Text Clause(s)

Scope of work for Maintenance Contract of existing 61 Nos. Room Air Cooler at different location of CWS and CRC club Korba (mentioned below) for a period of 03 months:

Sl. No.	Work Description	Qty.
01	Complete servicing, maintenance & repairing of Standard size Room Air Coolers of CEMW, Korba for three months including : i) Replacement of khas defective parts/components/sub- assembly. (such as switches, pumps if missing, blades, wirings etc.) ii) Rewinding of motors (if required) iii) Water pouring as per requirement/Daily basis.	51 Nos.
02	Complete servicing, maintenance & repairing of Medium size Room Air Coolers of CEMW, Korba for three months including : i) Replacement of khas defective parts/components/sub- assembly. (such as switches, pumps if missing, blades, wirings etc.) ii) Rewinding of motors (if required) iii) Water pouring as per requirement/Daily basis.	04 Nos.
03	Complete servicing, maintenance & repairing of Big size Room Air Coolers of CEMW, Korba for three months including : i) Replacement of khas defective parts/components/sub- assembly. (such as switches, pumps, blades, wirings etc.) ii) Rewinding of cooling motor not included in scope of work.) iii) Water pouring as per requirement/Daily basis.	06 Nos.
04	Fixing of 3.0 mm Ply-wood for fitting of Room Air Coolers at window.	20 Nos.
05	Providing & fixing of G.I. Net.	05 Nos.
06	Providing & fixing of new body including tank of room air cooler.	03 Nos.
07	Providing & fixing of bottom tank of room air cooler.	04 Nos.

Remark: contractor must ensure the attendance of one labor daily for 03 months for above Estimated work.

Location of Existing 61 Nos. Room Air Coolers in CRC Club & CWS, Korba :-

Sl. No.	Location	No. of Room Air Cooler	Remarks
01	ELR Shop	1+6	01 No. big size. 06 Nos. standard size
02	FDY Shop	03	standard size
03	11KV Switch Gear Room	02	standard size
04	EMT Shop	03	standard size
05	STR Shop	1+2	01 No. big size. 02 Nos. standard size.
06	HER Shop	1+1	01 No. big size 01 No. standard size.
07	MCN Shop	2+2	02 No. big size 02 nos. standard size
08	MMT Shop	1+1	01 No. big size 01 no. standard size
09	HTR Shop	01	standard size
10	ERS Shop	02	standard size
11	TRN Shop	02	standard size
12	ROL Shop	02	standard size
13	LV Shop	02	standard size
14	Civil Office	03	standard size
15	Time Office	01	standard size
16	Security Office	01	standard size
17	Billing Office	02	standard size
18	Cash Office	01	standard size
19	Store, CWS, Korba	02	standard size
20	APM Office	03	standard size
21	General Office(MM+CMF)	03	standard size
22	Main Gate Security	01	standard size
23	Planning Office	01	standard size
24	Drawing Section	01	standard size
25	AFM Office	03	standard size
26	CRC Club	04	Medium size.
Total No. of Room Air Cooler		61 Nos.	Big size.- 06 Nos. Medium size-04 Nos. Standard size- 51 Nos.

2.4 Buyer Added Bid Specific ATC:
Buyer Added text based ATC clauses

- a) Payment terms: All running on account bills shall be paid at 95% (ninety five percent) of work value on monthly basis. The balance 5% shall be treated as retention money and will be treated as security deposit which shall be released after successful completion of AMC period.
- b) Submission of Bill: You will submit pre-receipted bill for making payment certified by SH,EMT
- c) Completion period: 03 months.
- d) Warranty/Guarantee: Three months from service start date of the contract.
- e) Bidder shall submit electrical contractor licence of minimum class B at the time of Bidding.
- f) Paying authority: - AFM, CWS-CS, Korba.
- g) Start of service will be within 07 days after the award of contract
- h) Liquidate damage: In the event of failure to carry out the work within the stipulated period and in the event breach of any terms & conditions of the contract, SECL shall have the right to (i) recover liquidated damage @ 0.5% of the order value for every week of delay subject to a maximum of 10% (ii) forfeit security deposit in full or part or to terminate the work by giving seven days notice.
- i) Safety of men & material will be responsibility of repairer.
- j) **An office of service provider must be located in the state of consignee. Documentary evidence to be submitted**
- k) Subletting of work by the contractor is not permissible.
- l) No escalation will be allowed in rates of any account till completion of the work.
- m) Any loss due to poor service of the contractor has to be compensated by the contractor at their own cost.
- n) To and fro transportation of materials/manpower/spares, if required, will be borne by the firm at their own cost
- o) Manpower to be provided by the contractor for water pouring into coolers on daily basis or as per requirement
- p) Penalty Clause: Tenderer /Contractor should be responsible for replacement of damaged parts like water pump, switches etc for contract period within 24 hours from reporting time. Material used during contract must be supplied by the contractor and should be of original make/brand. All the complaints must be resolved within 24 hrs, if the complaints persist even after 24Hrs, company reserves the right to get the work done through a third party and the expenses incurred shall be deducted from the bill of the contractor

All other terms and conditions will be applicable as per General Terms and conditions of the GeM portal .

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

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