

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687754975900

अनुबंध तिथि | Contract Generated Date : 11-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4826350](#)

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|---|---|
| प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : Materials Management संगठन का नाम Organisation Name : Western Coalfields Ltd कार्यालय क्षेत्र Office Zone : Western Coalfields Limited / Nagpur | पद Designation : SO EandM संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : iudayakumar@coalindia.in जीएसटीआईएन GSTIN : - पता Address : Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304, YAVATMAL, MAHARASHTRA-445304, 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: Area General Manager, Wani North Area वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Area Finance Manager, Wani North Area | भुगतान का तरीका Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : AFM ईमेल आईडी Email ID : rajeshkalal@coalindia.in जीएसटीआईएन GSTIN : 27AAACW1578L1ZW पता Address: Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304, YAVATMAL, MAHARASHTRA-445304, India |

| परोक्षिती विवरण Consignee Details | | |
|-------------------------------------|--|--|
| क्र.सं. S.No | परोक्षिती नाम & पता Consignee Name & Address | सेवा विवरण Service Description |
| 1 | संपर्क Contact : 07239-241343- ईमेल आईडी Email ID : abhilasha.bhoyar@nic.in जीएसटीआईएन GSTIN : - पता Address : Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304, YAVATMAL, MAHARASHTRA-445304, India | Custom Bid for Services - Conducting Energy Audit for different mines of Wani North Area |

| सेवा प्रदाता विवरण Service Provider Details | |
|---|---|
| जेम विक्रेता आईडी GeM Seller ID : | ORDZ210003408130 |
| कंपनी का नाम Company Name : | GREENSERVE ENERGY MANAGEMENT SOLUTIONS |
| संपर्क नंबर Contact No. : | 09098148400 |
| ईमेल आईडी Email ID : | greenserve.energy@gmail.com |
| पता Address : | WARD NO. 16,VIJAY NAGAR,DURG,DURG, Durg, CHHATTISGARH-491001, - |
| एमएसएमई सत्यापित MSME verified : | Yes |
| एमएसएमई पंजीकरण संख्या MSME Registration number : | UDYAM-CG-05-0005507 |
| एमएसई सामाजिक श्रेणी MSE Social Category : | General |
| एमएसई लिंग श्रेणी MSE Gender : | Male |
| जीएसटीआईएन GSTIN: | 22AAQFG0738F1ZL (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): 18-May-2024 सेवा समाप्ति तिथि | Service End Date : 01-Jul-2024

श्रेणी नाम | Category Name : Custom Bid for Services

| बिलिंग चक्र Billing Cycle: yearly | | |
|---|--|-------------------------------------|
| 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 | 1 | 377600 |
| Regulatory/ Statutory Compliance of Service | | |
| Compliance of Service to SOW, STC, SLA etc | | |
| कुल राशि (सूत्र) Total Amount (Formula) : (1*Lumpsum Cost of Service in totality) | | |
| ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR) | | 377600 |
| कुल एडऑन मूल्य Total Addon Value(INR) | | 0 |

| | |
|--|--------|
| ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR) | 377600 |
| अनुबंध की राशि Amount of Contract | |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR) | 377600 |
| मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक Price Break up offered Document link | |
| एसएलए विवरण SLA Details | |
| <p>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 .</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>Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none"> 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 , <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>Parties To The Agreement</p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"> 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 <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>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</p> <p>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 .</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"> ● "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" <p>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.</p> <p>Price Variation Clause:</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> | |
| अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार Additional Required Data/Document(s) : Buyer | |
| <ol style="list-style-type: none"> 1. GEM Availability Report (GAR) : click here 2. Pre Qualification Criteria (PQC) etc if any required : click here 3. Scope of Work :click here 4. Service Level Agreement (SLA) : click here 5. Payment Terms :click here | |
| अतिरिक्त डेटा/दस्तावेज़ : विक्रेता Additional Data/Document(s) : Seller | |

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :[click here](#)
3. Compliance Documents In Respect Of Specification And Standard Of Services :[click here](#)
4. Compliance Document In Respect Of Approach & Methodology : [click here](#)
5. Compliance Documents In Respect Of Sow Etc :[click here](#)
6. Compliance Documents In Respect Of Project Experience Of Firms : [click here](#)
7. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity :[click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Price Breakup / BOQ](#)

ईपीबीजी विवरण | ePBG Detail

| | |
|---|-------|
| सलाहकार बैंक Advisory Bank : | ICICI |
| 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 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.3 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

WCL, WANI NORTH AREA

Account No.

11212045702

IFSC Code

SBIN000504

Bank Name

SBI

Branch address

Wani-445304

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.5 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

WCL, WANI NORTH AREA

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

TERMS AND CONDITIONS

1. Inspection: - Inspection will be done by Colliery Engineer(E&M) of respective mine during progress of work / completion of work.

2. The tenderer is advised to see the quantum of work / site condition before submission of tender to avoid further complications.

3. Completion Period: -45 (Forty-Five) Days from the date of handing over of site / job.

4. The rates once awarded will remain firm for the entire period of contract / agreement.

5. The total price shall be quoted including GST in the GEM Portal.

6.The tenderer cannot transfer / sub let any part of work.

7.**Transportation:** - Transportation of all materials shall be the responsibility of bidder.

8.**Payment of Bill:** - All running on account bill shall be paid at 95% (Ninety Five percent) of the work value. The balance 5% will be treated as retention money and will be second part of security deposit/ Retention money shall be refunded after issue of no Defect Certificate.

9 **Paying Authority:** - Area Finance Manager, WCL, Wani North Area

10.Bill should be submitted through Colliery Engineer (E&M) / SAM of respective unit to S.O. (E&M), Wani North Area with necessary certification of satisfactory completion of work.

11. **Scope of work:** - As specify in the bill of quantities. All materials and consumable with labour charges as covered in BOQ will be provided by the contractor / bidder.

12.**Liquidated Damages Clause:** - If the contractor fails to maintain the required progress in terms of the agreed time & progress chart or to complete the work on or before the scheduled date or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages) @ half percent (1/2 %) of the contract price per week of delay. The aggregate of such compensation / compensating shall not exceed 10% (Ten) percent of the total value as shown in the contract.

13.The management reserves the right to accept / reject any or all tenders, split the work amongst more than one tenderers without assigning any reason whatsoever.

14. WCL in no case shall be liable to pay any compensation to the staff / workmen in case of any injury/ death of the workmen/ staff etc. during the execution of work. The contractor is to meet all expenses in such cases as per law.

15. The contractor shall ensure all safety measures for his workmen engaged for the job as well as men, material and equipment's of WCL. The contractor shall provide safety equipment like safety belt, insulated tools etc as required and all safety rules and regulation shall be observed by the contractor as applicable. Contractor should ensure the engage the VTC and IME trained workmen only.

16.**Force Majeure clause:** - If the execution of the work by the tenderer / bidders is delayed beyond the period stipulated in the contract work order as a result of outbreak of hostilities, declaration of an embargo or blockade or fire, flood, acts of nature or any other contingency beyond the tenderer / bidders control due to Act of God, then Western Coalfields Limited may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final.

17.All the corrigendum and amendments issued on website or otherwise from this office regarding this NIT. Shall be responsibility of the tenderers to comply with.

18.**Extension of Completion period:** - If the execution of work by the tenderer is delayed beyond the stipulated period due to delay in handing over the works as mentioned. WCL may allow such additional time by extending the completion period.

19.**Termination of Contract :-** The company shall, in addition to other remedial steps to be taken as provide in the conditions of contract be entitled to cancel the contract in full or in part, if the contractor :-

Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from Engineer-In-charge, then on the expiry of the period as specified in the notice.

Or

Commits default/ breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-In-charge, then on the expiry of the period as may be specified by the Engineer-In-charge in a notice in writing.

2.7 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.