# अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687778334151 अनुबंध तिथि | Contract Generated Date: 21-May-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/4756719</u>

संगठन विवरण|Organisation Details

प्ररूप|Type: Central PSU

मंत्रालय|Ministry: Ministry of Heavy Industries and Public Enterprises

विभाग | Department : Department of Heavy Industry

संगठन का नाम|Organisation Name : Bharat Heavy Electricals Limited (BHEL)

कार्यालय क्षेत्र|Office Zone: 10140027-HPBP Trichy खरीदार विवरण|Buyer Details

पद | Designation : WCMSERVICES5 संपर्क नंबर|Contact No. : 0431-2578502-

ईमेल आईडी|Email ID : buycon1978.bhelb.tn@gembuyer.in

जीएसटीआईएन|GSTIN: 33AAACR4146P27I

HIGH PRESSURE BOILER PLANT, BHARAT HEAVY

ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014.

पता|Address: TAMILNADU. INDIA.,

TIRUCHIRAPPALLI, TAMIL NADU-620014, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम।

Designation of Administrative Approval: वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval:

GM/IC/HPBP GM / Finance भुगतान प्राधिकरण विवरण|Paying Authority Details

Role: भुगतान का तरीका| BHEL

Payment Mode: PAYMENT AUTHORITY पद | Designation : ईमेल आईडी|Email ID : pao7.bhelb.tn@gembuyer.in

जीएसटीआईएन|GSTIN :

HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014.

पता|Address: TAMILNADU. INDIA..

Tiruchirappalli, TAMIL NADU-620014, India

Payments shall be made to the seller within 30 days of issue

Timelines:

भुगतान समयसीमा|Payment 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)

परेषिती विवरण|Consignee Details

1

क्र.सं.|S.No परेषिती नाम & पता|Consignee Name & Address सेवा विवरण|Service Description संपर्क|Contact: 0431-2575733-ईमेल आईडी|Email ID:

buycon1885.bhelb.tn@gembuyer.in जीएसटीआईएन|GSTIN: पता|Address: HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.,

TIRUCHIRAPPALLI, TAMIL NADU-620014, India

Custom Bid for Services - Consultancy Services to enable BHEL in obtaining and maintaining ASME code stampings V and UV for BHEL make Safety Valves and Safety Relief Valves as per ASME Code for a period of three years DETAILSD SCOPE OF WORK AS PE..

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रैता आईडी|GeM Seller ID : 109B200001239527 कंपनी का नाम|Company Name: TUV INDIA P LTD संपर्क नंबर|Contact No.: 02266477000 ईमेल आईडी|Email ID: roop@tuv-nord.com

801,Raheja Plaza - 1,Ghatkopar, पता| Address : MUMBAI, MAHARASHTRA-400086, -

एमएसएमई सत्यापित|MSME verified : एमएसएमई पंजीकरण संख्या|MSME Registration number :

जीएसटीआईएन|GSTIN: 27AAACT2209D2ZT (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): 01-Jun-2024

सेवा समाप्ति तिथि| Service End Date: 31-May-2027

श्रेणी नाम|Category Name: Custom Bid for Services

बिलिग 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	Consultancy Services to enable BHEL in obtaining and maintaining ASME code stampings V and		
Service Proposed for procurement using custom bid functionality	UV for BHEL make Safety Valves and Safety Relief Valves as per ASME Code for a period of three years DETAILSD SCOPE OF WORK AS PER NIT ANNEXURE T1 CLAUSE 2		
Regulatory/ Statutory Compliance		1	1684288

of Service	YES				
Compliance of Service to SOW, STC, SLA etc	YES				
কুল বাখি (মূর)  Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)					
ऐडऑन के बिना कुल मूल्य  Total Value without Addons(INR)			1684288		
कुल एडऑन मूल्य  Total Addon Value(INR)			0		
ऐडऑन सहित कुल मूल्य  Total Value Including Addons(INR)			1684288		
अनुबंध की राशि Amount of Contract					
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)			168428	8	

#### 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.

 $\textbf{Guiding Principle}: The \ Services \ contracts \ placed \ shall \ be \ governed \ by \ following \ set \ of \ Terms \ and \ Conditions:$ 

- 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 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 .
- $\bullet \quad \text{Identify mandatory and non-mandatory requirements in scope of work} \cdot \text{It should clearly provide the outcomes expected from solution/service delivery} \; .$
- 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."

#### त्र|Corrigendum न्यु।द्धपत्र|Comgendam ईपीबीजी प्रतिशत (%) | ePBG Percentage(%): NA द्<mark>वाया गया|Extended Upto : 2024-04-12 14:00:0</mark>0

2. GeM-Bidding-Corr-6195766-3.pdf :यहां क्लिक करें|click here

3. तक बढ़ाया गया | Extended Upto: 2024-04-19 14:00:00 4. तक बढ़ाया गया | Extended Upto : 2024-04-26 14:00:00

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 : विक्रैता|Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC): click here

- 2. Compliance Documents In Respect Of Sow Etc: click here
- 3. Compliance Documents In Respect Of Pqc And Itb: 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-

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/ subcontractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- 2.3 Buyer Added Bid Specific Scope Of Work(SOW):

File Attachment Click here to view the file.

2.4 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

2.5 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.