

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-51168772212562

अनुबंध तिथि | Contract Generated Date : 10-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4556389](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Chemicals and Fertilizers विभाग   Department : Department of Fertilizers संगठन का नाम   Organisation Name : National Fertilizers Limited (NFL) कार्यालय क्षेत्र   Office Zone: Punjab Naya Nangal	पद   Designation : Asst Mgr संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buycon193.nfln.pb@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : National Fertilizers Limited, Naya Nangal, RUPNAGAR, PUNJAB-140126, 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: DGM(TS&P) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: CM	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Account Officer ईमेल आईडी   Email ID : pao5.nfln.pb@gembuyer.in जीएसटीआईएन   GSTIN : 03AAACN0189N2ZD पता   Address: National Fertilizers Limited, Naya Nangal, Ropar (rupnagar), PUNJAB-140126, India

परोक्षिती विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : buycon193.nfln.pb@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : National Fertilizers Limited, Naya Nangal, RUPNAGAR, PUNJAB-140126, India	Energy Audit Service - Lumpsum Based - Detailed; Fertilizer Industry

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : 34BC200001256900 कंपनी का नाम   Company Name : PADMASHTDAL ENERGY SERVICES PRIVATE LIMITED संपर्क नंबर   Contact No. : 09810392563 ईमेल आईडी   Email ID : pespl0412@gmail.com पता   Address : 320 Janaki Appartment, Sector 22, Dwarka, Dwarka, Dwarka, South West delhi, DELHI-110077, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-DL-10-0013076 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Female जीएसटीआईएन   GSTIN: 07AABCA0926H1Z2 (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): 20-Jun-2024	सेवा समाप्ति तिथि   Service End Date : 22-Oct-2024

श्रेणी नाम   Category Name : Energy Audit Service - Lumpsum Based	
बिलिंग चक्र   Billing Cycle: monthly	

विवरण   Description	Quantity to be kept as 1	Lumpsum Cost of Project	
Type of Energy Audit	Detailed	1	159300
Area to conduct Energy Audit	Fertilizer Industry		
Frequency of Energy Audit progress report	3 Years		
Energy Saving Certificate	No		
Type of Professional/Resources required	BEE Accredited Energy Auditor		
Total Experience of Professionals / Resources (In years)	As per NIT		

कुल राशि (सूत्र)   Total Amount (Formula) : (1*Lumpsum Cost of Project)	
एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	159300
कुल एडऑन मूल्य   Total Addon Value(INR)	0

ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	159300
<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)	159300
<b>मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक</a>   Price Break up offered Document link</b>	
<b>एसएलए विवरण   SLA Details</b>	
<b>Energy Audit Service</b>	
<p><b>1. Preamble</b></p> <p>A. All the Energy audit Service contracts placed through GeM shall be governed by the following set of Terms and Conditions:</p> <p>I. General terms and conditions for Goods and Services.  II. Service STC contained in this document.  III. BID / Reverse Auction specific ATC</p> <p>B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service-specific S TC supersedes GTC, in case of any conflicting provisions.</p> <p>C. This document represents a Special Terms and Conditions ("STC") the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, the Stakeholder's obligation, and the terms and conditions of all services covered as mutually understood by the stakeholders.</p> <p><b>2. Objectives and Goal</b></p> <p>The objective of this document is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goals of this agreement are to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties</li> <li><input type="checkbox"/> Present a clear, concise, and measurable description of services offered to the buyer</li> <li><input type="checkbox"/> 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><input type="checkbox"/> To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</li> </ul> <p>The document 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</p> <p><b>3. Stakeholders</b></p> <p>The main stakeholders associated with this agreement are:</p> <p><b>a. Buyer:</b> Buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed</p> <p><b>b. Service Provider:</b> The service provider is responsible to provide all the required services in a timely manner. The service provider may also include seller supplier/ bidder/contractor, any authorized agents, assignees, successors, and nominees as per the context and as described in the agreement</p> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.</p> <p><b>4. Service Scope</b></p> <p>Energy Audit is the study of energy consumption of an organization/ process/ plant/ industry aimed at reduction of energy consumption and energy costs without affecting productivity and comforts and suggesting the methods for energy saving and reduction in energy cost.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Pre-audit activity - an activity to be conducted by the service provider at the buyer's plant/industry/ building area to focus on energy inputs, spots of wastage, and available energy conservation opportunities</li> <li><input type="checkbox"/> During audit activity - analyze and quantifies the amount of energy consumption in each subsystem of the plant/industry/building/area and compare the same with the target energy consumption</li> <li><input type="checkbox"/> Post audit activity -</li> <li><input type="checkbox"/> Energy conservation measures - preparing reports to provide solutions for energy efficiency to the buyer</li> <li><input type="checkbox"/> Energy Audit report - prepare a final energy audit report for the buyer</li> <li><input type="checkbox"/> Implementation of projects - implementing measures provided in the audit report</li> </ul> <p>The objectives of an energy audit in the public sector are often broader than expressing an opinion on the energy consumption of the building e.g. commercial buildings would ask for actions for improving energy efficiency, testing of meters, replacement of faulty meters, etc. whereas railway station would want review of the electrical distribution system, review of lighting system &amp; inventory, review of present appliances, etc. Hence, a provision to upload the SoW as per their requirements will be provided for the buyers.</p> <p><b>5. Terms &amp; Conditions -</b></p> <p><b>5.1 Buyers Obligation</b></p> <ol style="list-style-type: none"> <li>1. Buyer may advise the service provider to disengage any of its staff from service, with 24 hours prior intimation, in case of any negligence on the part of that particular staff.</li> <li>2. The buyer will not be liable for any injury or damage to persons and any such happening will be entirely the responsibility of the service provider</li> </ol> <p><b>5.2 Service Provider Obligation</b></p> <ol style="list-style-type: none"> <li>1. The service provider shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality, and timelines as designated by the buyer</li> <li>2. The service provider shall deploy an adequate number of resources required for undertaking an audit</li> <li>3. The persons carrying out the Electrical safety audit shall use all the required Personnel protective equipment for their own protection</li> <li>4. The service provider shall be responsible for arranging all requisite measuring equipment's duly calibrated and certified from a recognized laboratory required for undertaking the energy audit</li> <li>5. Utmost care shall be exercised by the service provider in carrying out the work to ensure that no damage is caused to persons and properties</li> <li>6. The service provider should deploy only qualified and experienced Engineers/Technicians having requisite licenses to carry out work related to electricity, power, etc.</li> <li>7. The service provider shall be liable to the buyer for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal, or fraudulent act of any of the representatives and employees of the successful bidder while providing the services</li> <li>8. The service provider shall regularly provide updates to buyers with respect to the provision of the services</li> <li>9. The service provider shall not violate any proprietary and intellectual property rights of the buyer or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright, and any other proprietary rights in course of providing service</li> <li>10. The service provider will be responsible for compliance with all laws, rules, regulations, and ordinances applicable in respect of its employees, sub-contractors, and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labor legislations</li> <li>11. The audit personnel for the audit period should not be changed so that continuity and consistency are maintained. The service provider shall conduct appropriate due diligence</li> </ol>	

before employing any person who will be entrusted with the work of conducting the audit.

12. The service provider shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

13. The service provider shall not sub-contract any part of the scope of work.

14. The penalty in case of delay any, for filling of returns shall be borne by the service provider.

15. No advance shall be payable under any circumstances

#### 6. Payment Terms

i. The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the buyer.

ii. The payment will be made to the service provider as defined by the buyer on submission of the bill by the service provider and after deducting the penalty amount if any.

#### 7. Formula Used

Total Price = A

Where, A = Lump-sum Price Quoted by the service provider for energy audit service (to be quoted by the service provider)

#### 8. Breach of Contract and Penalties

(i) Breach of SLA is defined as performance lower than requisite performance in this agreement.

(ii) Penalties will be levied on the service provider, for the violation of the Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Delay in the submission of audit report	1 <sup>st</sup> instance – 0.05% of the contract 2 <sup>nd</sup> instance – 0.1% of the contract 3 <sup>rd</sup> instance – 0.2% of the contract OR 0.5% per month from the due date of completion of the audit
2	Non-deployment of total manpower mentioned in the contract as per the Schedule	0.5% of overall contract value for every week of delay in deployment of manpower
3	If the employee of the service provider is found responsible for any leakage of information, lobbying, bribing, etc.	Termination of contract
4	If cumulative penalties reach 10% of the contract value	Termination of contract

#### 9. Additional Terms & Conditions

Additional conditions which are optional in nature for this service in case buyers may further want to exercise their discretion are as following –

(i) The service provider shall regularly provide updates to the buyer with respect to the provision of the services and shall meet with the person designated by the buyer to discuss and review its performance at such intervals as may be agreed between them

(ii) The serious irregularities, if any, noticed shall be covered exhaustively in the executive summary/periodic reports to be submitted

(iii) Payments of all travel claims shall be made by the client based on actual expenses

(iv) The firm will be entitled to reimbursement of out-of-pocket expenses like conveyance, lodging/boarding charges, etc. incurred while carrying out the audit on an actual basis i.e. on the production of evidence of incurring such expenses subject to the overall upper limit of X % of the audit fee.

(v) The work has to be carried out without causing inconvenience to the normal working of the buyer on a day-to-day basis

(vi) No power shut down will be provided during office hours [ given on holidays] and after office hours at the discretion of the buyer.

(vii) Buyer will not be responsible for any damages done to walls, floors, etc. after the completion of his work. The service provider needs to repair all the damages caused.

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

1. Scope of Work : [click here](#)

2. Payment Terms : [click here](#)

3. If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)

2. Additional Documents As Per Buyer's Requirement : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Price Bid Calculation Sheet](#)

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी विवरण | ePBG Detail

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

NA

## 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 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.

#### 2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

a) Tenderer to submit Tender Fees separately Rs. 200 (inclusive of GST).

b) Tenderer to submit Earnest Money of Rs 2000/-

(Rs Two thousand only)

Tender without EMD and Tender fee is liable to be rejected .For further information may please refer attached NIT.

#### 2.3 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.