

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687753388618

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4933425](#)

| संगठन विवरण   Organisation Details  | खरीदार विवरण   Buyer Details   |
|---|--|
| प्ररूप   Type : Central PSU<br>मंत्रालय   Ministry : Ministry of Coal<br>विभाग   Department : NLC India Limited<br>संगठन का नाम   Organisation Name : NLC India Limited<br>कार्यालय क्षेत्र   Office Zone: NLCIL MINES SERVICES | पद   Designation : DEE<br>संपर्क नंबर   Contact No. : -<br>ईमेल आईडी   Email ID : shibani.nlc@nic.in<br>जीएसटीआईएन   GSTIN : -<br>पता   Address : TALABIRA PROJECT NLC INDIA LIMITED SAMBALPUR ODISHA, SAMBALPUR, ODISHA-768001, India |

| वित्तीय स्वीकृति विवरण   Financial Approval Detail   | भुगतान प्राधिकरण विवरण   Paying Authority Details   |
|--|---|
| आईएफडी सहमति   IFD Concurrence : Yes<br>प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: CHIEF GENERAL MANAGER<br>वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : ACM | Role: PAO<br>भुगतान का तरीका   Payment Mode: Offline<br>पद   Designation : MANAGER2<br>ईमेल आईडी   Email ID : pradeep20.nlc@nic.in<br>जीएसटीआईएन   GSTIN : 21AAACN1121C1ZL<br>पता   Address: TALABIRA PROJECT NLC INDIA LIMITED SAMBALPUR ODISHA, Sambalpur, ODISHA-768001, India |

| परिषेती विवरण   Consignee Details |   |  |
|-----------------------------------|---|--|
| क्र.सं.   S.No                    | परिषेती नाम & पता   Consignee Name & Address  | सेवा विवरण   Service Description   |
| 1                                 | संपर्क   Contact : -<br>ईमेल आईडी   Email ID : rupmani.t.nlc@nic.in<br>जीएसटीआईएन   GSTIN : -<br>पता   Address : TALABIRA PROJECT NLC INDIA<br>LIMITED SAMBALPUR ODISHA,<br>SAMBALPUR, ODISHA-768001, India | Custom Bid for Services - Supply of drinking water through water tanker on trips basis |

| सेवा प्रदाता विवरण   Service Provider Details   |
|---|
| जेम विक्रेता आईडी   GeM Seller ID : JL8Z210001983427<br>कंपनी का नाम   Company Name : KDM POWER & INFRASTRUCTURE PRIVATE LIMITED<br>संपर्क नंबर   Contact No. : 07873900001<br>ईमेल आईडी   Email ID : kdmpl@gmail.com<br>पता   Address : at- goudpada, KDM BUILDING GROUND FLOOR, rengali, SAMBALPUR, Sambalpur, ODISHA-768212, -<br>एमएसएमई सत्यापित   MSME verified : No<br>एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-OD-28-0000065<br>एमएसई सामाजिक श्रेणी   MSE Social Category : OBC<br>एमएसई लिंग श्रेणी   MSE Gender : Male<br>जीएसटीआईएन   GSTIN: 21AAECK9867G1ZB (R) |

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

| सेवा विवरण   Service Details   |  |  |                                     |
|--|--|--|-------------------------------------|
| सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 29-Jun-2024                   |  | सेवा समाप्ति तिथि   Service End Date : 28-Jun-2025                               |                                     |
| 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 | Supply of drinking water through water tanker on trips basis | 1  | 12222473.51                         |
| Regulatory/ Statutory Compliance of Service  | YES  |  |                                     |
| Compliance of Service to SOW, STC, SLA etc   | YES  |  |                                     |
| कुल राशि (सूत्र)   Total Amount (Formula) :<br>(1*Lumpsum Cost of Service in totality)       |  |  |                                     |
| ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)                                     |  |  | 12222473.51                         |
| कुल ऐडऑन मूल्य   Total Addon Value(INR)  |  |  | 0                                   |
| ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)                                      |  |  | 12222473.51                         |

| अनुबंध की राशि Amount of Contract   |             |
|---|-------------|
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य  Total Contract Value Including All Duties and Taxes(INR)   | 12222473.51 |
| मूल्य विभाजन की पेशकश की Price Break up offered : <a href="#">प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक</a>  Price Break up offered Document link   |             |
| एसएलए विवरण  SLA Details  |             |
| <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>General Terms and Conditions for Goods and Services;</li> <li>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 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><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>Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties</li> <li>Present a clear, concise and measurable description of service offered to the buyer</li> <li>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>To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons</li> <li>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>Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.</li> <li>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 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><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> |             |
| <p><b>शुद्धिपत्र Corrigendum</b></p> <ol style="list-style-type: none"> <li>तक बढ़ाया गया Extended Upto : 2024-05-30 15:00:00</li> </ol> <p><b>अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार Additional Required Data/Document(s) : Buyer</b></p> <ol style="list-style-type: none"> <li>Instruction To Bidder :<a href="#">click here</a></li> <li>Pre Qualification Criteria ( PQC ) etc if any required : <a href="#">click here</a></li> <li>Payment Terms :<a href="#">click here</a></li> <li>Scope of Work :<a href="#">click here</a></li> <li>Project Experience and Qualifying Criteria Requirement :<a href="#">click here</a></li> </ol>   |             |

6. Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload : [click here](#)  
7. GEM Availability Report ( GAR) : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [PRICE SCHEDULE](#)

#### ईपीबीजी विवरण | ePBG Detail

|   |                     |
|---|---------------------|
| सलाहकार बैंक   Advisory Bank :  | State Bank of India |
| 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 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

M/s. NLC INDIA LIMITED  
payable at  
SAMBALPUR

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

###### 2.2 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

M/s. NLC INDIA LIMITED  
payable at  
SAMBALPUR

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

###### 2.3 Forms of EMD and PBG:

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

M/s. NLC INDIA LIMITED  
Account No.  
00000036164643608  
IFSC Code  
SBIN0012079  
Bank Name  
State Bank of India  
Branch address  
Ainathapali Chowk, Sambalpur

. 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.

###### 2.4 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

M/s. NLC INDIA LIMITED  
Account No.  
00000036164643608  
IFSC Code  
SBIN0012079  
Bank Name  
State Bank of India  
Branch address  
Ainathapali Chowk, Sambalpur

. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.

###### 2.5 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

M/s. NLC INDIA LIMITED  
payable at  
SAMBALPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15

days of award of contract.

**2.6 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

In case Bank Guarantee is to be submitted, the same must be issued under SFMS Mode and Advising Bank details must be incorporated as per below details: Any Bank Guarantee submitted in physical mode, including EMD/Bid Guarantee/PBG, which cannot be verifiable through SFMS will be rejected summarily.

Name of Beneficiary : NLC India Limited  
Unit/Area/Division : Talabira II & III OCP  
Beneficiary Bank, Branch & Address : State Bank of India, SME Branch, Sambalpur  
IFSC code : SBIN0009724

**NOTE:**

**The bidder has to note that, Any Bank Guarantee submitted, including EMD/Bid Guarantee/PBG etc., should be encashable at Sambalpur, Odisha.**

**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.