

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687724021068

अनुबंध तिथि | Contract Generated Date : 31-May-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/5958034](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Government मंत्रालय Ministry : Ministry of Chemicals and Fertilizers विभाग Department : Department of Fertilizers संगठन का नाम Organisation Name : Talcher Fertilizers Limited कार्यालय क्षेत्र Office Zone: Noida	पद Designation : Manager C and P संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer25.jvcnifh.jh@gembuyer.in जीएसटीआईएन GSTIN : 21AAFCT8667A1ZH पता Address : Talcher Fertilizers Limited, FCI Administrative Building, Talcher, Post: Vikrampur, Dist. Angul, Odisha-759106, Angul, ODISHA-759106, 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: COO Upstream वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: HOD FINANCE	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : AM Finance ईमेल आईडी Email ID : pao12.tfl.or@gembuyer.in जीएसटीआईएन GSTIN : 21AAFCT8667A1ZH पता Address: Talcher Fertilizers Limited, FCI Administrative Building, Talcher, Post: Vikrampur, Dist. Angul, Odisha-759106, Angul, ODISHA-759106, India

परिष्ठा विवरण Consignee Details		
क्र.सं. S.No	परिष्ठा नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 80031-67060- ईमेल आईडी Email ID : buycon30.tfl.or@gembuyer.in जीएसटीआईएन GSTIN : 21AAFCT8667A1ZH पता Address : Talcher Fertilizers Limited, FCI Administrative Building, Talcher, Post: Vikrampur, Dist. Angul, Odisha-759106, Angul, ODISHA-759106, India	Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2) - Mechanical Maintenance Activities for Construction Water Supply Pumping System at Intake Well Other Allied Mechanical Maintenance Activities for 02 years at TFL Talcher..

सेवा प्रदाता विवरण Service Provider Details
जेम विक्रेता आईडी GeM Seller ID : C3ZQ210002110511 कंपनी का नाम Company Name : SANTOSH KUMAR SAHOO संपर्क नंबर Contact No. : 09439878345 ईमेल आईडी Email ID : sahoosantosh3701@gmail.com पता Address : NA,KUKUDULA,TALCHER RAILWAY STATION,TALCHER, Angul, ODISHA-759102, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-OD-01-0004102 जीएसटीआईएन GSTIN: 21ADRP55682C1ZC (R) एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male

*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): 02-Jun-2025	सेवा समाप्ति तिथि Service End Date : 01-Jun-2027
श्रेणी नाम Category Name : Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2)	
बिलिंग चक्र Billing Cycle: monthly	

विवरण Description	Project based requirement (quantity to be kept as 1)	Lumpsum price for Repair and Maintenance work as per Buyer's Requirement
Type of Premise	1	2239286
Type of Item/Product/System to be repaired or Installed		
Consumables to be provided by		
Spare parts to be provided by		
Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0		

if not applicable)				
कुल राशि (सूत्र) Total Amount (Formula) : (Lumpsum price for Repair and Maintenance work as per Buyer's Requirement+Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable))				
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)				2239286
कुल ऐडऑन मूल्य Total Addon Value(INR)				0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)				2239286
अतिरिक्त जानकारी Additional Details				
● Estimated number of visits as per last year records : 12 times per year				
कर द्विभाजन Tax Bifurcation				
विवरण 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 (100%)
Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2)	341586	0	341586	0
अनुबंध की राशि Amount of Contract				
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)				2239286
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				
Special Terms and Conditions				
For				
Repair, Maintenance, and Installation of Plant/ Systems/Equipments				
1. Agreement Overview				
<p>This Agreement represents a Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer and Service provider. The purpose of this agreement is to facilitate rendering of Repair, Maintenance and Installation of Plant/ Systems/Equipments Service at Buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work, obligations of both buyer and service provider, special terms and conditions related to service delivery and payment of services 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>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none">General terms and conditions for Services;Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;BID / Reverse Auction specific ATC. <p>The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which 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>				
2. Objectives and Goals				
<p>The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:</p> <ol style="list-style-type: none">Provide clear reference to service ownership, accountability, roles and responsibilities of both parties.Present a clear, concise and measurable description of services offered to the buyer.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.To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons. <p>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>				
3. Parties to Agreement				
<p>The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none">Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availedService 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 designated in the agreement. <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.</p>				
4. Scope of Services				
<p>Repair, Maintenance and Installation of Plant/ Systems/Equipments Service can be used for repair and maintenance of product/equipment/ machinery/system etc. Considering the wide range of domain and specifications required for providing the same service, buyers has been provided with a provision to upload the SoW as per their specific requirements.</p> <p>The scope of services will be defined by the Buyer while creating bid and that will become part of bid and contract documents.</p>				
5. Terms and Conditions				

Terms and Conditions, Buyer's and Service Provider's obligations of this Service will be attached by the Buyer during Bid creation and that will become the part of the Contracts.

6. Payment Terms and Conditions

- 6.1 Payment shall be made once the Service Provider submits the invoice online on GeM along with other relevant documents and after generation of Service Delivery Acceptance Certificate (SDAC) by consignee for the submitted invoice.
- 6.2 All deductions (if applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only and in no circumstance cash/ cheque payment will be made.
- 6.3 **Incidental/ Unforeseen Expenses (if applicable)** – It is possible that in Repair, Maintenance, and Installation of Plant/ Systems/Equipments Service, a situation may arise wherein the actual supplies or services may vary from the estimated scope of work indicated in the bid/contract due to unforeseen reasons. The payment for such extra repair/overhauling services will have to be mutually agreed between the Buyer and the Service Provider. The Buyer shall take the approval of the competent authority before authorizing the Service Provider to take up such extra work. The quantum of variation should not exceed 10% of the contract value. The additional payment for the extra work shall also be made through online invoicing on GeM mentioning the applicable reasons.

7. Deductions / LD

Deductions and LD will be defined by the Buyer while creating the bid and that will become part of the bid and contract documents.

8. Amendment to contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Contract, some of such conditions may be as followed-

8.1 Amendment of the Contract after event of Force Majeure: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause).In case of occurrence of such event which has affected either party directly to perform the agreed services, the contract can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

8.2 Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

9. Termination of contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

9.1 Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

9.2 Breach of contractual obligations: The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

9.3 Breach of SLAs: The contract may also be terminated by the Buyer if i) the cumulative penalties rise to 10% of the contract value

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

10. Service Formula

Total Contract Value = Lumpsum price for Repair and Maintenance work as per Buyer's Requirement + Cost of Spare/Consumables/Items related to Incidental/ Unforeseen Expenses (if applicable) (in Rs.)

*****End Of Document*****

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2025-03-27 15:00:00

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

1. Buyer to mention scope of work : [click here](#)
2. Terms and Conditions/ Deductions etc to be mentioned by Buyer as per their requirement : [click here](#)
3. Any other details to be mentioned by buyer for repair work : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Documentary Evidence To Be Submitted By Service Provider : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [to be filled and uploaded in price bid](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

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 cope. 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
- 1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *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.