

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687702694632

अनुबंध तिथि | Contract Generated Date : 20-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4648705](#)

<b>संगठन विवरण   Organisation Details</b> प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Power विभाग   Department : Hydro Power संगठन का नाम   Organisation Name : North Eastern Electric Power Corporation Limited कार्यालय क्षेत्र   Office Zone: Contracts and Procurement department shillong		<b>खरीदार विवरण   Buyer Details</b> पद   Designation : DGM Civil संपर्क नंबर   Contact No. : 0362-2228747- ईमेल आईडी   Email ID : munindas.neepco@nic.in जीएसटीआईएन   GSTIN : - पता   Address : Brookland Compound, Lower New Colony, Shillong, EAST KHASI HILLS, MEGHALAYA-793003, India	
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b> आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Director(Technical) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Director Finance		<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b> Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : Dy Manager Finance ईमेल आईडी   Email ID : pradipkdas.neepco@nic.in जीएसटीआईएन   GSTIN : 18AAACN9991J6ZM पता   Address: NEEPCO Bhawan, RG Baruah Raid, Sundarpur, Guwahati 781005, Kamrup, ASSAM-781005, India	
<b>परिचिती विवरण   Consignee Details</b>			
क्र.सं.   S.No	परिचिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description	
1	संपर्क   Contact : - ईमेल आईडी   Email ID : dipjyotisharma.neepco@nic.in जीएसटीआईएन   GSTIN : - पता   Address : NEEPCO Ltd. 2nd Floor, NEEPCO Bhawan, RG Baruah Road, Sundarpur, Guwahati, KAMRUP, ASSAM-781005, India	Hiring of Consultants - Milestone/Deliverable Based - Hydro Electric Power Project; Hydro Electric Power Project; No; Hybrid(As specified in scope of work)	
<b>सेवा प्रदाता विवरण   Service Provider Details</b> जेम विक्रेता आईडी   GeM Seller ID : 9334190000849913 कंपनी का नाम   Company Name : TRACTEBEL ENGINEERING PRIVATE LIMITED संपर्क नंबर   Contact No. : 09811239352 ईमेल आईडी   Email ID : amish.goel@tractebel.engie.com पता   Address : 37,Intec House,Sector 44,Institutional Area, Gurgaon, HARYANA-122002, - एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 06AABCT1757B1ZQ (R)			
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Consignee			
<b>सेवा विवरण   Service Details</b>			
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 27-Jun-2024		सेवा समाप्ति तिथि   Service End Date : 26-Aug-2028	
श्रेणी नाम   Category Name : Hiring of Consultants - Milestone/Deliverable Based			
बिलिंग चक्र   Billing Cycle: monthly			
विवरण   Description		To be set as 1	Total cost for the project(lumpsum)
Consulting Category/ Stream	Hydro Electric Power Project	1	92034100
Consultant's Profile	Hydro Electric Power Project		
Proof of Concept (POC) Required	No		
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)		
कुल राशि (सूत्र)   Total Amount (Formula) : (Total cost for the project(lumpsum)*1)			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			92034100
कुल ऐडऑन मूल्य   Total Addon Value(INR)			0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			92034100
<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)			92034100
मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक   Price Break up offered Document link</a>			

**SPECIAL TERMS AND CONDITIONS FOR  
HIRING OF CONSULTANTS – MILESTONE/DELIVERABLE BASED**

A. All Hiring of Consultants – Milestone/Deliverable based service-related contracts placed through GeM shall be governed by the following set of Terms and Conditions:

- I. General terms and conditions for Goods and Services. ("GTC")
- II. Service-specific terms and conditions ("STC") contained in this document
- III. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer

B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service-specific STC which shall supersede GTC, whenever there are any conflicting provisions.

C. This document represents the Special Terms and Conditions ("STC") and 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, stakeholders' obligations, and terms and conditions of all services covered as mutually understood by the stakeholders.

#### 1. Objectives and Goal

The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the Buyer by the Service Provider. The goal of this document is to:

- ☐ 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

This 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.

#### 2. Stakeholders

The main stakeholders associated are:

**Buyer:** The Buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed as per the contractual terms

**Service Provider:** The Service Provider is responsible to provide all the required services in a timely manner. The Service Provider may also include the seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and deductions in case of non-adherence to the defined terms and conditions.

#### 3. Service Scope

The scope of "Hiring of Consultant Services" is to submit specific deliverables as required by the buyer and to perform the scope of service/stated objective. The service offering is based on a milestone basis as defined by the buyer, where payment to the service provider is tied to the successful completion of each milestone. An indicative list of deliverables that resources of Service Providers will be required to undertake are as follows but are not limited to:

- ☐ Organization Strategy and/or growth plans
- ☐ Vision documents
- ☐ HR advisory and related reports covering organization structure, reforms
- ☐ Financial/PPP advisory related feasibility reports
- ☐ DPR, RFP Preparation & Bid process management
- ☐ Platform Architecture and IT strategy
- ☐ Cybersecurity services
- ☐ Software Solution blueprints including analysis for compute, storage, virtualization, etc
- ☐ BRD and FRS preparation

#### 4. Terms and Conditions

##### 4.1 Buyer's Obligations

- i. The Buyer shall nominate a nodal officer from its organization to coordinate with the service provider to facilitate approvals, sharing of data, etc.
- ii. Any documentation/guidelines with respect to the scope of the project and necessary work permits to access buyers' premises are to be provided by the buyer. The buyer agrees shall provide (or cause others to so provide) Information, resources, and assistance (including access to records, systems, premises, and people) that the service provider is required to perform the services.
- iii. The Buyer shall notify the Service Provider of any dishonest, wrongful, or negligent acts or omissions of the Service Provider's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.

##### 4.2 Service Provider's Obligations

- i. The Service Provider would be required to staff sufficient and qualified personnel and subject matter experts, capable of delivering the Buyer's objectives. The service provider will provide the services using reasonable skill and care and/or in accordance with applicable professional standards.
- ii. The Service Provider shall designate a Coordinator who will be responsible for maintaining regular contact with the Buyer Department to ensure that the best possible services of the people deployed are provided without interruption.
- iii. If required by the Buyer, the Service Provider / Consulting firms shall provide suitable documentary proof for the qualifications and experience of the personnel deployed by them. The biodata, qualification, and experience of the personnel deployed with the Buyer should be certified by the Service Provider for subsequent verification by the buyer on a case-to-case basis.
- iv. The Service Provider shall provide consulting Services at Buyer's premises / offsite as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.
- v. If required by the Buyer, employees of the Service Provider may be required to sign a Non-disclosure Agreement/Integrity Pact.
- vi. The Service Provider agrees that it shall take adequate measures to protect the secrecy/ confidentiality of and avoid disclosure and unauthorized use of the confidential/sensitive information. The Service Provider shall immediately notify the Buyer, in writing, upon discovery of any threatened breach, actual loss, or unauthorized disclosure of the confidential/sensitive information.
- vii. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take the oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- viii. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Buyer.

- ix. The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, recommended practices, etc, and no liability in this regard will be attached to the Buyer.
- x. The Service Provider shall be fully responsible for the acts of their representatives/consultants/ team members and shall fully indemnify the Buyer for any kind of losses or damages caused by its team members/ consultants. The Buyer shall not be responsible for any claim from any consultant/team member employed by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.
- xi. Intellectual Property
- i. All documents, drawings, samples, data, associated correspondence, or other information furnished by or on behalf of the Buyer to the Service Provider and/or collected by the Service Provider to perform the services under and/or in connection with this contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Buyer and shall not, without the prior written consent of Buyer, neither be divulged by the Service Provider to any third party nor be used by the Service Provider for any purpose other than the services and work required for the performance of this Contract.
  - ii. All rights to any intellectual property conceived or produced by the Consultant for the Buyer in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports, or other papers collected or produced by the Consultant for the purpose of providing the Consultancy Services are the property of the Buyer from the date that property is created or developed and the Consultant waives in favor of the Buyer any moral rights that the Consultant may have.
  - iii. Existing intellectual property: it is understood and agreed that the Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know-how, methods, techniques, skills, knowledge, and experience possessed by the Consultant prior to, or acquired by the Consultant during, the performance of this Agreement and the Consultant will not be restricted in any way with respect to the same.
  - iv. On termination or completion: Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Consultancy Services, the Consultant will deliver to the Buyer all information (including information that is in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Buyer.

**4.3 Special Terms and Conditions**

- i. All deliverables are intended for the Buyer's use in accordance with the applicable Statement of Work or Scope of Work under which they are provided.
- ii. The relationship between the buyer and the service provider under this agreement is that of a principal-to-principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, neither the service provider nor the personnel of the service provider shall become the employee of the buyer under this Agreement. The buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that the buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The service provider shall make them known about this position in writing before deploying the personnel to the buyer's site. The buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the service provider or its employees.

**5. Payment Schedule**

- i. The Payment procedure shall be as specified in the General Terms and Conditions (GTC) of GeM.
- ii. Payment schedule to be as per payment terms specified in the bid document.

**6. Formula used**

Total Price = A  
A = Lumpsum project cost  
Any price break-up required by the Buyer maybe uploaded.

**7. Deduction and Termination**

#	Service level agreement	Deductions
1.	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
2.	Delay in submission of deliverables(milestones) as per agreed timelines	0.1% of the total contract value for delay of each week
3.	In case of repeated breach of SLAs beyond 3 instances in the entire contractual period	Termination of contract at discretion of Buyer

**शुद्धिपत्र | Corrigendum**

- 1. तक बढ़ाया गया | Extended Upto : 2024-03-26 14:00:00
- 2. GeM-Bidding-Corr-6076697-3.pdf: [यहाँ क्लिक करें | click here](#)
- 3. तक बढ़ाया गया | Extended Upto : 2024-04-03 14:00:00

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

- 1. Extendability of contract requirement : As per bid
- 2. Last 3 years average business revenue from consulting : NA
- 3. Number of Consultants on payroll of firms : NA
- 4. Number of projects completed in India having similar scope & size of proposed project under hiring : NA
- 5. Scope Of work : [click here](#)
- 6. Profile of Consultants : [click here](#)
- 7. Pre-qualifications Criteria : [click here](#)
- 8. Payment Terms : [click here](#)
- 9. Price Break Up Format : [click here](#)

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

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

सलाहकार बैंक | Advisory Bank :

State Bank of India

ईपीबीजी प्रतिशत (%)   ePBG Percentage(%): ईपीबीजी विवरण   ePBG Detail		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 <a href="#">General Terms and Conditions</a> , 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 <i>Generic</i> 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 <i>Buyer Added Bid Specific ATC</i> : Buyer uploaded ATC document <a href="#">Click here to view the file</a> .		
नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।		
Note: This is system generated file. No signature is required.		