

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687719315691

Contract Generated Date | अनुबंध तिथि: 21-Aug-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3426052](#)

Organisation Details संगठन विवरण Type प्ररूप : Central PSU Ministry मंत्रालय : Ministry of Power Department विभाग : Hydro Power Organisation Name संगठन का नाम : North Eastern Electric Power Corporation Limited Office Zone कार्यालय क्षेत्र : Contracts and Procurement department shillong		Buyer Details खरीदार विवरण Designation पद : DGM Civil Contact No. संपर्क नंबर : 0364-2308526- Email ID ईमेल आईडी : sanjibbaruah.neepco@nic.in GSTIN जीएसटीआईएन : 17AAACN9991J1ZT Address पता : Brookland Compound, Lower New Colony, Shillong, EAST KHASI HILLS, MEGHALAYA-793003, India	
Financial Approval Detail वित्तीय स्वीकृति विवरण IFD Concurrence आईएफडी सहमति : No Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम : CMD Designation of Financial Approval वित्तीय अनुमोदन का पदनाम : GM(FINANCE) CONCURRENCE		Paying Authority Details भुगतान प्राधिकरण विवरण Role : PAO Payment Mode भुगतान का तरीका : Internet Banking Designation पद : DGM Finance Email ID ईमेल आईडी : rkjha.neepco@nic.in GSTIN जीएसटीआईएन : 17AAACN9991J1ZT Address पता : Brookland Compound, Lower New Colony, Shillong, East Khasi hills, MEGHALAYA-793003, India	
Consignee Details परेषिती विवरण			
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण	
1	Contact संपर्क : 0364-2227784- Email ID ईमेल आईडी : subsirc2012.neepco@nic.in GSTIN जीएसटीआईएन : - Address पता : Brookland Compound, Lower New Colony, Shillong, EAST KHASI HILLS, MEGHALAYA-793003, India	Hiring of Consultants - Milestone/Deliverable Based - Management Consultants; Business Continuity and Disaster Management; No; Hybrid(As specified in scope of work)	
Service Provider Details सेवा प्रदाता विवरण GeM Seller ID जेम विक्रेता आईडी : 93BF180000697396 Company Name कंपनी का नाम : PRICEWATERHOUSECOOPERS PRIVATE LIMITED Contact No. संपर्क नंबर : 09899295229 Email ID ईमेल आईडी : rakesh.kaul@pwc.com Address पता : PLOT Y-14,BLOCK EP,SECTOR - V,SALT LAKE, KOLKATA, WEST BENGAL-700091, - MSME verified एमएसएमई सत्यापित : No MSME Registration number एमएसएमई पंजीकरण संख्या : - GSTIN जीएसटीआईएन : 19AABCP9181H1Z1			
*GST / Tax invoice to be raised in the name of जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee			
Service Details सेवा विवरण			
Service Start Date (latest by) सेवा प्रारंभ दिनांक (नवीनतम) : 28-Aug-2023		Service End Date सेवा समाप्ति तिथि : 22-Oct-2023	
Category Name श्रेणी नाम : Hiring of Consultants - Milestone/Deliverable Based			
Billing Cycle बिलिंग चक्र : yearly			
Description विवरण		To be set as 1	Total cost for the project(lumpsum)
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)	1	3232892
Consultant's Profile	Business Continuity and Disaster Management		
Consulting Category/ Stream	Management Consultants		
Proof of Concept (POC) Required	No		
Total Amount (Formula) कुल राशि (सूत्र) : (Total cost for the project(lumpsum)*1)			
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)			3232892
Total Addon Value कुल एडऑन मूल्य (INR)			0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)			3232892
Amount of Contract अनुबंध की राशि			
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)			3232892

SLA Details | एसएलए विवरण

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
- 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.
 - 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.
 - 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.
 - 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

- 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.
- 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

- The Payment procedure shall be as specified in the General Terms and Conditions (GTC) of GeM.
- 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

Corrigendum | शुद्धिपत्र

- GeM-Bidding-Corr-4744539-1.pdf :[click here](#) | [यहां क्लिक करें](#)
- Extended Upto | तक बढ़ाया गया : 2023-06-13 11:00:00
- GeM-Bidding-Corr-4744539-4.pdf :[click here](#) | [यहां क्लिक करें](#)

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

- Last 3 years average business revenue from consulting : Refer Buyer added ATC Document
- Number of Consultants on payroll of firms : Refer Buyer added ATC Document
- Number of projects completed in India having similar scope & size of proposed project under hiring : Refer Buyer added ATC Document
- Scope Of work :[click here](#)
- Profile of Consultants :[click here](#)
- Pre-qualifications Criteria : [click here](#)
- Payment Terms : [click here](#)
- Price Break Up Format : [click here](#)

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

- Certificate (Requested in ATC) : [click here](#)
- Power Of Attorney : [click here](#)
- Approach And Methodology : [click here](#)

ePBG Detail | ईपीबीजी विवरण

Advisory Bank | सलाहकार बैंक :

State Bank of India

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

3.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

Terms and Conditions | नियम और शर्तें

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 Generic

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 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.

2.3 Purchase Preference (Centre):

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.4 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.

2.5 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.6 Forms of EMD and PBG:

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

NORTH EASTERN ELECTRIC POWER CORPORATION LTD

Account No.

10881522463

IFSC Code

SBIN0000181

Bank Name

STATE BANK OF INDIA

Branch address

MAIN BRANCH, SHILLONG

.
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.

2.7 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

NORTH EASTERN ELECTRIC POWER CORPORATION LTD

Account No.

10881522463

IFSC Code

SBIN0000181

Bank Name

STATE BANK OF INDIA

Branch address

MAIN BRANCH, SHILLONG

. 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.

2.8 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।