

Contract



Contract No: GEMC-511687720869264

Contract Generated Date: 22-Dec-2022

Bid/RA/PBP No.: [GEM/2022/B/2668223](#)

Organisation Details Type: Central PSU Ministry: Ministry of Power Department: Hydro Power Organisation Name: North Eastern Electric Power Corporation Limited Office Zone: Contracts and Procurement department shillong		Buyer Details Designation: K K Khongwar Contact No.: 364-2308501- Email ID: kkkhongwar.neepco@nic.in GSTIN: - Address: Brookland Compound, Lower New Colony, Shillong, EAST KHASI HILLS, MEGHALAYA-793003, India	
Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: CMD Designation of Financial Approval: ED(C&P)		Paying Authority Details Role: PAO Payment Mode: Internet Banking Designation: Indranil Das DGM F Email ID: indranildas.neepco@nic.in GSTIN: 12AAACN9991J1Z3 Address: Pare Hydro Electric Plant, Doimukh, Papum Pare District, Arunachal Pradesh. PIN 791112, Papum Pare, ARUNACHAL PRADESH-791112, India	
Consignee Details			
S.No	Consignee Name & Address	Service Description	
1	Contact: - Email ID: pkanikar.neepco@nic.in GSTIN: - Address: Pare Hydro Electric Plant, Doimukh, Papum Pare District, Arunachal Pradesh. PIN 791112, PAPUM PARE, ARUNACHAL PRADESH-791112, India	Custom Bid for Services - Design engineering manufacturing delivery at site erection testing commissioning and subsequent charging of the equipment to strengthen the evacuation system of Pare HPS	
Service Provider Details GeM Seller ID: 1D99180000528722 Company Name: STERLITE POWER TRANSMISSION LIMITED Contact No.: 09711143873 Email ID: pankaj.jha@sterlite.com Address: Floor 1, The Mira Corporate Suits, Ishwar Nagar, Mathura Road, Ishwar Nagar, South Delhi, DELHI-110065, - MSME verified: No MSME Registration number: - GSTIN: 07AAVCS7209P1ZD			
*GST / Tax invoice to be raised in the name of - Consignee			
Service Details			
Service Start Date (latest by) : 29-Dec-2022		Service End Date : 28-Apr-2023	
Category Name : Custom Bid for Services			
Billing Cycle : monthly			
Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality (INR)
Compliance of Service to SOW, STC, SLA etc	YES	1	31932558.000
Regulatory/ Statutory Compliance of Service	YES		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Design engineering manufacturing delivery at site erection testing commissioning and subsequent charging of the equipment to strengthen the evacuation system of Pare HPS		
Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)			
Total Value without Addons (INR)			31932558
Total Addon Value (INR)			0

Total Value Including Addons (INR)	31932558
Amount of Contract	
Total Contract Value Including All Duties and Taxes (INR)	31932558
Price Break up offered : Price Break up offered Document link	
SLA Details	
<p>Preface : 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>Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none"> 1. General Terms and Conditions for Goods and Services; 2. 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 , <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>Intended Objectives And Goals of SLA 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"> 1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties 2. Present a clear, concise and measurable description of service offered to the buyer 3. 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 4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons 5. 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>Parties To The Agreement</p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"> 1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed. 2. 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 <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>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</p> <p>Scope of Work (SOW) is the most important & 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"> • "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described . • Make sure that specifications are endorsed by key stakeholders . • Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery . • The scope of work should mention what the outcome is based upon – time or material? • 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 . • 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. • 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 . • 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" <p>Important Note : 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>Price Variation Clause:</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>	
Corrigendum	
<ol style="list-style-type: none"> 1. Extended Upto : 2022-11-25 20:00:00 2. GeM-Bidding-Corr-3929403-3.pdf :click here 	
Additional Required Data/Document(s) : Buyer	

1. Introduction about the project /services being proposed for procurement using custom bid functionality [click here](#)
2. Instruction To Bidder :[click here](#)
3. Pre Qualification Criteria (PQC) etc if any required [click here](#)
4. Scope of Work [click here](#)
5. Special Terms and Conditions (STC) of the Contract :[click here](#)
6. Service Level Agreement (SLA) [click here](#)
7. Payment Terms :[click here](#)
8. GEM Availability Report (GAR) [click here](#)
9. Quantifiable Specification / Standards of The Service/ BOQ [click here](#)
10. Project Experience and Qualifying Criteria Requirement :[click here](#)
11. Buyer's Competent Authority Approval [click here](#)
12. Any other Documents As per Specific Requirement of Buyer -1 [click here](#)
13. Any other Documents As per Specific Requirement of Buyer -2 [click here](#)
14. Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid) :[click here](#)

Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) [click here](#)
2. Compliance Documents In Respect Of Pqc And Itb [click here](#)
3. Compliance Documents In Respect Of Sow Etc :[click here](#)
4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :[click here](#)
5. Compliance Documents In Respect Of Specification And Standard Of Services :[click here](#)
6. Compliance Document In Respect Of Approach & Methodology [click here](#)
7. Compliance Documents In Respect Of Project Experience Of Firms [click here](#)
8. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity :[click here](#)
9. Compliance Document In Respect Of Certification Of Resources . [click here](#)
10. Any Other Documents As Per Bid (i) [click here](#)
11. Any Other Documents As Per Bid (ii) [click here](#)
12. Any Other Documents As Per Bid (iii) [click here](#)

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 Generic:

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. YES
2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

2.2 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.