अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687765009749 अनुबंध तिथि | Contract Generated Date : 09-Dec-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/5144189</u>

संगठन विवरण|Organisation Details

प्ररूप|Type: Central PSU मंत्रालय|Ministry: Ministry of Power विभाग | Department :

संगठन का नाम|Organisation Name :

कार्यालय क्षेत्र|Office Zone: Regional Office Itanagar

NHPC Limited

Director Finance

खरीदार विवरण|Buyer Details

पद | Designation : SENIOR MANAGER CIVIL संपर्क नंबर|Contact No. : 0360-2292830-ईमेल आईडी|Email ID : tomibasar@nhpc.nic.in जीएसटीआईएन|GSTIN: 12AAACN0149C2Z9

पता|Address:

NHPC Limited, RO-Itanagar, C-Sector, Bank Tinali., Papum Pare, ARUNACHAL PRADESH-791111, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति IFD Concurrence : प्रशासनिक अनुमोदन का पदनाम| CMD

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम।

Designation of Financial Approval :

भुगतान प्राधिकरण विवरण|Paying Authority Details Role: PAO

भगतान का तरीका।

Internet Banking Payment Mode:

पद|Designation: SM FIN

ईमेल आईडी|Email ID : pay4.nl.ar@gembuyer.in

जीएसटीआईएन|GSTIN : 12AAACN0149C2Z9

NHPC Limited, RO-Itanagar, C-Sector, Bank Tinali., पता|Address: Papum Pare, ARUNACHAL PRADESH-791111, India

परेषिती विवरण|Consignee Details

क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact: 0360-2291820- ईमेल आईडी Email ID: buycon13.nl.ar@gembuyer.in जीएसटीआईएन GSTIN: - पता Address: NHPC Limited, RO-Itanagar, C-Sector, Bank Tinali., Papum Pare, ARUNACHAL PRADESH-791111, India	Hiring of Consultants - Milestone/Deliverable Based - Hiring of Architectural Consultancy Services for the development of office Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area Ko

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रैता आईडी|GeM Seller ID : C94D180000564863

कंपनी का नाम|Company Name : PUREWAYS INFRA PRIVATE LIMITED

संपर्क नंबर|Contact No. : 08700786134

ईमेल आईडी|Email ID : mannusharma@growever.co

FH -1, Block A, Vardhman Grand Plaza,, Mangalam Place, Sector -3, Rohini, New Delhi - 110085, North West District, पता| Address :

North West delhi, DELHI-110085, -

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-DL-06-0002675

जीएसटीआईएन|GSTIN: 07AAGCG8710J1ZG (R) खरीदार द्वारा सत्यापित एमएसएमई स्थिति | MSME Status as

verified by buyer:

एमएसई सामाजिक श्रेणी|MSE Social Category :

Verified

General एमएसई लिंग श्रेणी|MSE Gender: OTHERS

*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): 16-Dec-2024

सेवा समाप्ति तिथि| Service End Date: 15-Dec-2027

श्रेणी नाम|Category Name: Hiring of Consultants - Milestone/Deliverable Based

बिलिंग चक्र|Billing Cycle: quarterly

विवरण Description			Total cost for the project(lumpsum)
Consulting Category/ Stream	Hiring of Architectural Consultancy Services for the development of office Guest Houses and Township of NHPC Regional Office Cum Residential Complex at Hollongi Airport Project Development Area Kokola under Balijan Circle Papum Pare Arunachal Pradesh		
Consultant's Profile	Building and Construction	1	7400000
Proof of Concept (POC) Required	Yes, No	'	7400000
Deployment of Consultants/Resource	Offsite, Onsite, 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)	7400000			
कुल एडऑन मूल्य Total Addon Value(INR)	0			
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	7400000			
अनुबंध की राशि Amount of Contract				
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	7400000			
मूल्य विभाजन की पेशकश की Price Break up offered : प्राङ्ज ब्रेक अप ऑफ़र किए गए दस्तावेज लिक Price Break up offered Document link				
एसएलए विवरण SLA Details				

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

1. Agreement Overview

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

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

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. 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.

2. 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:

- $\ \square$ 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.

3. Parties of Agreement

The main stakeholders associated are:

- 1. <u>Buyer:</u> The Buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed as per the contractual terms.
- 2. <u>Service Provider:</u> 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.

4. 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.

5. Terms and Conditions

5.1 Buyer's Obligations

- 1. The Buyer shall nominate a nodal officer from its organization to coordinate with the service provider to facilitate approvals, sharing of data, etc.
- 2. 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 shall provide (or cause others to provide so) Information, resources, and assistance (including access to records, systems, premises, and people) that the service provider is required to perform the services.
- 3. 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.

5.2 Service Provider's Obligations

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.

6. Payment Terms

- 1. Payment shall be made once the service provider submits the invoice online on GeM along with other relevant documents and after the generation of service delivery acceptance certificates (SDAC) by consignee for the submitted invoice.
- 2. All deductions (If applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only in no circumstance cash/ cheque payment will be made.

7. Deductions and Liquidity Damages

#	Particulars	Final Implications
1.	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a deduction 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

8. Amendment of Contract

During the service delivery period, some conditions may occur when the Buyer and/ or Service Provider may be required to amend the Agreement, some of such conditions may be as follows: -

- 1. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the Agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
- 2. Amendment in statutory variations: All statutory variations leading to an increase in the cost of the contract will be debited to the Buyer accounts.
- 3. Amendment of the Contract as per both parties' consent: Amendment of the Contract shall be done as per mutual consent of both parties

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:

- 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.
- 2. **Breach of contractual obligations**: Any incidents considered as the breach of contract may result in immediate termination of services. 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.
- 3. **Breach of SLAs**: The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per Buyer discretion.

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

10. Calculation Formula

Total Price = A

A = Lumpsum project cost

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

Scope Of work : <u>click here</u>
 Profile of Consultants : <u>click here</u>
 Payment Terms : <u>click here</u>

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

- Certificate (Requested in ATC): <u>click here</u>
 Approach And Methodology: <u>click here</u>
- 3. Net Worth Value Duly Certified By The Ca: click here
- $\textbf{4. Ca Certified Document Indicating Revenue From Consultancy Business Of Firms:} \underline{\textbf{click here}}$
- 5. Relevant Document If Any As Per Bid : click here
- 6. Addl Documents : click here
- 7. Response Documents In Respect Of Pq Criteria : <u>click here</u>
- 8. Certification Documents Of Consultants/ Firms As Applicable : $\underline{\text{click here}}$
- 9. Power Of Attorney : click here

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 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 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document $\underline{\text{Click here to view the file}}$.

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

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