

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687736609998

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/2980636](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details
प्रृष्ठा Type :	State PSU	पद Designation : Secondary User buyer consignee
मंत्रालय Ministry :	-	संपर्क नंबर Contact No. : -
विभाग Department :	Power Department, Assam	ईमेल आईडी Email ID : buycon2.apdcl.as@gembuyer.in
संगठन का नाम Organisation Name :	ASSAM POWER DISTRIBUTION COMPANY LIMITED	जीएसटीआईएन GSTIN : -
कार्यालय क्षेत्र Office Zone:	Guwahati Assam	पता Address : Bijulee Bhawan, Paltan Bazar, Kamrup Metro, ASSAM-781001, India
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence :	No	Role: PAO
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	Chief General Manager (PP&D),APDCL	भुगतान का तरीका Payment Mode: Internet Banking
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	Chief General Manager (F&A), APDCL	पद Designation : PAO
		ईमेल आईडी Email ID : pay1.apdcl.as@gembuyer.in
		जीएसटीआईएन GSTIN : -
		पता Address: Bijulee Bhawan, Paltan Bazar, Kamrup Metro, ASSAM-781001, India
परेष्ठी विवरण Consignee Details		
क्र.सं. S.No	परेष्ठी नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : buycon2.apdcl.as@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Bijulee Bhawan, Paltan Bazar, Kamrup Metro, ASSAM-781001, India	Custom Bid for Services - AIML POWERED BUSINESS INTELLIGENCE ANALYTICS SOLUTION
सेवा प्रदाता विवरण Service Provider Details		
जेम विक्रेता आईडी GeM Seller ID :	1B81180000091086	
कंपनी का नाम Company Name :	INSPIRA ENTERPRISE INDIA LIMITED	
संपर्क नंबर Contact No. :	09910094290	
ईमेल आईडी Email ID :	sajid.khan@inspiraenterprise.com	
पता Address :	23, LEVEL 2,,KALPATARU SQUARE,,KONDIVITA LANE, OFF ANDHERI-KURLA RD,ANDHERI-EAST, MUMBAI, MAHARASHTRA-400059, -	
एमएसएमई पंजीकरण संख्या MSME Registration number :	-	
जीएसटीआईएन GSTIN:	27AABC19669R1ZH	
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Buyer		
सेवा विवरण Service Details		
सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 27-Feb-2024		सेवा समाप्ति तिथि Service End Date : 27-Feb-2027
श्रेणी नाम Category Name : Custom Bid for Services		
बिलिंग चक्र Billing Cycle: yearly		
विवरण Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.
Regulatory/ Statutory Compliance of Service	YES	1
Compliance of Service to SOW, STC, SLA etc	YES	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AIML POWERED BUSINESS INTELLIGENCE ANALYTICS SOLUTION	
कुल राशि (सूत्र) Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)		
ऐडजॉन के बिना कुल मूल्य Total Value without Addons(INR)		235815729
कुल एडजॉन मूल्य Total Addon Value(INR)		0
ऐडजॉन सहित कुल मूल्य Total Value Including Addons(INR)		235815729
अनुबंध की राशि Amount of Contract		
सभी शुल्क और कर्त्ता सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		235815729
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक Price Break up offered Document link		

मूल्यांकन विवरण | Price Bifurcation Excel File details: [Price Bid Format](#)

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 .

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.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

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 ,

The above terms and conditions are in reverse order of precedence .Service specific STC supersedes 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.

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:

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.

Parties To The Agreement

The main stakeholders associated with this agreement are:

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

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.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

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 .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "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"

Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process compliance . 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.

Price Variation Clause:

"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."

शुल्कपत्र |Corrigendum

1. तक बढ़ाया गया|Extended Upto : 2023-02-17 14:00:00
2. GeM-Bidding-Corr-4263806-3.pdf [यहां क्लिक करें|click here](#)
3. GeM-Bidding-Corr-4263806-4.pdf [यहां क्लिक करें|click here](#)
4. तक बढ़ाया गया|Extended Upto : 2023-03-02 14:00:00
5. GeM-Bidding-Corr-4263806-7.pdf [यहां क्लिक करें|click here](#)
6. GeM-Bidding-Corr-4263806-8.pdf [यहां क्लिक करें|click here](#)
7. GeM-Bidding-Corr-4263806-9.pdf [यहां क्लिक करें|click here](#)
8. तक बढ़ाया गया|Extended Upto : 2023-03-09 15:00:00
9. GeM-Bidding-Corr-4263806-12.pdf [यहां क्लिक करें|click here](#)
10. GeM-Bidding-Corr-4263806-13.pdf [यहां क्लिक करें|click here](#)
11. तक बढ़ाया गया|Extended Upto : 2023-03-15 15:00:00

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

1. Scope of Work :[click here](#)
2. Service Level Agreement (SLA) :[click here](#)
3. Payment Terms :[click here](#)
4. GEM Availability Report (GAR) :[click here](#)
5. Introduction about the project /services being proposed for procurement using custom bid functionality : [click here](#)
6. Instruction To Bidder :[click here](#)
7. Pre Qualification Criteria (PQC) etc if any required : [click here](#)
8. Special Terms and Conditions (STC) of the Contract :[click here](#)
9. Penalties :[click here](#)
10. Quantifiable Specification / Standards of The Service/ BOQ :[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](#)

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

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

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	10.00
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 Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

CGM (Project Planning And Design) APDCL

payable at

Guwahati

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.3 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

CGM (Project Planning And Design) APDCL

payable at

Guwahati

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

2.5 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

CGM (Project Planning And Design) APDCL

payable at

Guwahati

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Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.6 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

CGM (Project Planning And Design) APDCL

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.7 Service & Support:

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.8 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.9 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.10 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.

2.11 Generic:

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.12 Generic:

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

2.13 Generic:

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.14 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.

2.15 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.