

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687737336930

अनुबंध तिथि | Contract Generated Date : 25-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4203799](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Petroleum and Natural Gas विभाग Department : Bharat Petroleum Corporation Ltd संगठन का नाम Organisation Name : Bharat Petroleum Corporation Ltd कार्यालय क्षेत्र Office Zone: BPCL CO ADMIN MUMBAI	पद Designation : Manager Admin Facilities CO संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : bycon12.bpcl.chennai@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Currimbhoy Road, Ballard Estate, Mumbai, RAIGARH(MH), MAHARASHTRA-400001, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: DY. GENERAL MANAGER (HRS), CO वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: CHIEF MANAGER FINANCE (SS),EAST	Role: BUYER भुगतान का तरीका Payment Mode: BPCL पद Designation : Manager Admin Facilities CO ईमेल आईडी Email ID : bycon12.bpcl.chennai@gembuyer.in जीएसटीआईएन GSTIN : 27AAACB2902M1ZT पता Address: Currimbhoy Road, Ballard Estate, Mumbai, Mumbai, MAHARASHTRA-400001, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : bycon12.bpcl.chennai@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Currimbhoy Road, Ballard Estate, Mumbai, RAIGARH(MH), MAHARASHTRA-400001, India	Hiring of Consultants - Milestone/Deliverable Based - Functional Consultants; Strategy Consultant, Policy Advocacy / Reforms / Regulations Experts; No; Hybrid(As specified in scope of work)

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : LIDB230010411813 कंपनी का नाम Company Name : MENTORIA PRIVATE LIMITED संपर्क नंबर Contact No. : 09930608696 ईमेल आईडी Email ID : nikhar.arora@mentoria.com पता Address : 105,SHOLAY,BANK OF MAHARASHTRA LANE,ANDHERI (WEST), Mumbai, MAHARASHTRA-400053, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-18-0090069 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 27AAECC5106G1ZZ (B), (R)	

*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): 02-May-2024

सेवा समाप्ति तिथि | Service End Date : 01-May-2025

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

बिलिंग चक्र Billing Cycle: yearly			
विवरण Description	To be set as 1	Total cost for the project(lumpsum)	
Consulting Category/ Stream	Functional Consultants	1	566400
Consultant's Profile	Strategy Consultant, Policy Advocacy / Reforms / Regulations Experts		
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)			
एडऑन के बिना कुल मूल्य Total Value without Addons(INR)			566400
कुल एडऑन मूल्य Total Addon Value(INR)			0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)			566400

अनुबंध की राशि | Amount of Contract

एसएलए विवरण | SLA Details**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

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

- Scope Of work : [click here](#)
- Profile of Consultants : [click here](#)
- Payment Terms : [click here](#)

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

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

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%) :	NA

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 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

Please refer to the ATC document uploaded herewith. All documents sought in the ATC document to be submitted while uploading the tender. Price quoted should be inclusive of GST/ other taxes.

2.2 *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.