

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687798277617

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5061744](#)

## संगठन विवरण | Organisation Details

प्ररूप | 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 : Engineering and Project WR

## खरीदार विवरण | Buyer Details

पद | Designation : HIMANSHU BHADANI  
संपर्क नंबर | Contact No. : -  
ईमेल आईडी | Email ID : buycon1.bpcl.wl@gembuyer.in  
जीएसटीआईएन | GSTIN : -  
पता | Address : Bharat Petroleum Corp Ltd Manmad Installation P.B.NO.1,  
P.O.MANMAD,, PANEWADI, DIST. - NASHIK,  
NASHIK, MAHARASHTRA-423104, India

## वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No  
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval : PL  
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : PL

## भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: BUYER  
भुगतान का तरीका | Payment Mode: BPCL  
पद | Designation : HIMANSHU BHADANI  
ईमेल आईडी | Email ID : buycon1.bpcl.wl@gembuyer.in  
जीएसटीआईएन | GSTIN : 27AAACB2902M1ZT  
पता | Address : Bharat Petroleum Corp Ltd Manmad Installation P.B.NO.1,  
P.O.MANMAD,, PANEWADI, DIST. - NASHIK,  
Nashik, MAHARASHTRA-423104, India

## परेषिती विवरण | Consignee Details

क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : buycon1.bpcl.wl@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Bharat Petroleum Corp Ltd Manmad Installation P.B.NO.1, P.O.MANMAD,, PANEWADI, DIST. - NASHIK, NASHIK, MAHARASHTRA-423104, India	Hiring of Consultants - Milestone/Deliverable Based - Technology Consultants; Energy (Oil, Gas, Power, Renewables); No; Hybrid(As specified in scope of work)

## सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : 02TD230009153016  
कंपनी का नाम | Company Name : SAGAR KUMAR SUTRADHAR  
संपर्क नंबर | Contact No. : 09830019503  
ईमेल आईडी | Email ID : sagarfirecon@gmail.com  
पता | Address : Block-III, Flat-5G,Bhawani Dreams,,9 No Serena Road, Dumdum Cantonment,Natun Bazar, Bankura, WEST BENGAL-700065, -  
एमएसएमई सत्यापित | MSME verified : Yes  
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-WB-14-0044185  
एमएसई सामाजिक श्रेणी | MSE Social Category : General  
एमएसई लिंग श्रेणी | MSE Gender : Male  
जीएसटीआईएन | GSTIN : NA

\*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): 02-Jul-2024 सेवा समाप्ति तिथि | Service End Date : 01-Sep-2024

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

## बिलिंग चक्र | Billing Cycle: monthly

विवरण   Description	To be set as 1	Total cost for the project(lumpsum)
Consulting Category/ Stream	1	732550
Consultant's Profile		
Proof of Concept (POC) Required		
Deployment of Consultants/Resource		

कुल राशि (सूत्र) | Total Amount (Formula) :  
(Total cost for the project(lumpsum)\*1)

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	732550
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	732550

अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	732550
मूल्य विभाजन की पेशकश की Price Break up offered : <a href="#">प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक</a>  Price Break up offered Document link	
एसएलए विवरण SLA Details	
<p style="text-align: center;">SPECIAL TERMS AND CONDITIONS FOR HIRING OF CONSULTANTS – MILESTONE/DELIVERABLE BASED</p> <p>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:</p> <p style="margin-left: 40px;">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</p> <p>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.</p> <p>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.</p> <p><b>1. Objectives and Goal</b></p> <p>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:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties</li><li><input type="checkbox"/> Present a clear, concise, and measurable description of services offered to the Buyer</li><li><input type="checkbox"/> 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</li><li><input type="checkbox"/> To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</li></ul> <p>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.</p> <p><b>2. Stakeholders</b></p> <p>The main stakeholders associated are:</p> <p><b>Buyer:</b> The Buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed as per the contractual terms</p> <p><b>Service Provider:</b> 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</p> <p>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.</p> <p><b>3. Service Scope</b></p> <p>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:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Organization Strategy and/or growth plans</li><li><input type="checkbox"/> Vision documents</li><li><input type="checkbox"/> HR advisory and related reports covering organization structure, reforms</li><li><input type="checkbox"/> Financial/PPP advisory related feasibility reports</li><li><input type="checkbox"/> DPR, RFP Preparation &amp; Bid process management</li><li><input type="checkbox"/> Platform Architecture and IT strategy</li><li><input type="checkbox"/> Cybersecurity services</li><li><input type="checkbox"/> Software Solution blueprints including analysis for compute, storage, virtualization, etc</li><li><input type="checkbox"/> BRD and FRS preparation</li></ul> <p><b>4. Terms and Conditions</b></p> <p><b><u>4.1 Buyer's Obligations</u></b></p> <p>i. The Buyer shall nominate a nodal officer from its organization to coordinate with the service provider to facilitate approvals, sharing of data, etc.</p> <p>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.</p> <p>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.</p> <p><b><u>4.2 Service Provider's Obligations</u></b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>v. If required by the Buyer, employees of the Service Provider may be required to sign a Non-disclosure Agreement/Integrity Pact.</p> <p>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.</p>	

- 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
  - i. 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.
  - ii. 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.
  - iii. 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.
  - iv. 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

- i. 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.
- ii. 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

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

- 1. Extendability of contract requirement : N/A
- 2. Scope Of work : [click here](#)
- 3. Profile of Consultants : [click here](#)
- 4. Payment Terms : [click here](#)

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

- 1. Addl Documents : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [UNPRICED BOQ](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA
<div>नियम और शर्तें   Terms and Conditions</div> <div><div>1. General Terms and Conditions-</div><div>1.1 This contract is governed by the <a href="#">General Terms and Conditions</a>, conditions stipulated to this Product/Service as provided in the Marketplace.</div><div>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</div><div>2. Buyer Added Bid Specific Terms and Conditions-</div><div>2.1 <i>Generic</i></div><div>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</div><div>2.2 <i>Buyer Added Bid Specific ATC:</i></div><div>Buyer Added text based ATC clauses</div><div>Bidder shall quote as per the Scope of the works enclosed with the tender.</div><div>Bidder shall follow General Condition of Tender enclosed with the tender.</div><div>Payment terms is given in Scope of work document. Bidder shall follow the same.</div><div>bidder shall submit the unpriced BOQ signed copy in PDF after quoting the rates as per the items of BOQ for the evaluation of price bid.</div><div>.</div><div>2.3 <i>Buyer Added Bid Specific ATC:</i></div><div>Buyer uploaded ATC document <a href="#">Click here to view the file</a>.</div></div> <div><div>नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।</div><div>Note: This is system generated file. No signature is required.</div></div>	