

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687757120309

Contract Generated Date | अनुबंध तिथि: 14-Feb-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2022/B/2857920](#)

Organisation Details संगठन विवरण Type प्ररूप : Central PSU Ministry मंत्रालय : Ministry of Power Department विभाग : Hydro Power Organisation Name संगठन का नाम : North Eastern Electric Power Corporation Limited Office Zone कार्यालय क्षेत्र : Contracts and Procurement department shillong		Buyer Details खरीदार विवरण Designation पद : Jyan Jyoti Deuri Contact No. संपर्क नंबर : 0364-2228747- Email ID ईमेल आईडी : jyandeuri.neepco@nic.in GSTIN जीएसटीआईएन : - Address पता : Brookland Compound, Lower New Colony, Shillong, EAST KHASI HILLS, MEGHALAYA-793003, India	
Financial Approval Detail वित्तीय स्वीकृति विवरण IFD Concurrence आईएफडी सहमति : Yes Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम : DIRECTOR (TECH) Designation of Financial Approval वित्तीय अनुमोदन का पदनाम : GM (FIN)		Paying Authority Details भुगतान प्राधिकरण विवरण Role : PAO Payment Mode भुगतान का तरीका : Internet Banking Designation पद : DGM Finance Email ID ईमेल आईडी : rkjha.neepco@nic.in GSTIN जीएसटीआईएन : 17AAACN9991J1ZT Address पता : Brookland Compound, Lower New Colony, Shillong, East Khasi hills, MEGHALAYA-793003, India	
Consignee Details परेषिती विवरण			
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण	
1	Contact संपर्क : 0364-2227784- Email ID ईमेल आईडी : subsirc2012.neepco@nic.in GSTIN जीएसटीआईएन : - Address पता : Brookland Compound, Lower New Colony, Shillong, EAST KHASI HILLS, MEGHALAYA-793003, India	Custom Bid for Services - Providing Certification under Information Security Management System ISMS as per the latest standard of ISO 27001 at 15 Fifteen locations of NEEPCO	
Service Provider Details सेवा प्रदाता विवरण GeM Seller ID जेम विक्रेता आईडी : 6C10180000475409 Company Name कंपनी का नाम : IRCLASS SYSTEMS AND SOLUTIONS PRIVATE LIMITED Contact No. संपर्क नंबर : 08850783112 Email ID ईमेल आईडी : ks.mhaskar@irclass.org Address पता : 52 A,4TH FLOOR INDIAN REGISTER OF SHIPPING,ADI SHANKARACHARYA MARG,POWAI LAKE, POWAI,MUMBAI,MAHARASHTRA, MUMBAI, MAHARASHTRA-400072, - MSME verified एमएसएमई सत्यापित : Yes MSME Registration number एमएसएमई पंजीकरण संख्या : MH19E0037546 MSE Social Category एमएसई सामाजिक श्रेणी : General MSE Gender एमएसई लिंग श्रेणी : Male GSTIN जीएसटीआईएन : 27AADCI5198M1ZX			
*GST / Tax invoice to be raised in the name of जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee			
Service Details सेवा विवरण			
Service Start Date (latest by) सेवा प्रारंभ दिनांक (नवीनतम) : 23-Feb-2023		Service End Date सेवा समाप्ति तिथि : 22-Feb-2026	
Category Name श्रेणी नाम : Custom Bid for Services			
Billing Cycle बिलिंग चक्र : quarterly			
Description विवरण		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Providing Certification under Information Security Management System ISMS as per the latest standard of ISO 27001 at 15 Fifteen locations of NEEPCO	1	967600.000
Compliance of Service to SOW, STC, SLA etc	YES		
Regulatory/ Statutory Compliance of Service	YES		
Total Amount (Formula) कुल राशि (सूत्र) : (1*Lumpsum Cost of Service in totality)			
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)		967600	
Total Addon Value कुल एडऑन मूल्य (INR)		0	

Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	967600
Amount of Contract अनुबंध की राशि	
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	967600
SLA Details एसएलए विवरण	
<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 parties2. Present a clear, concise and measurable description of service offered to the buyer3. 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 specified4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons5. 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>	
Additional Data/Document(s) : Seller अतिरिक्त डेटा/दस्तावेज़ : विक्रेता	
<ol style="list-style-type: none">1. Certificate (Requested in ATC) : click here2. Compliance Documents In Respect Of Sow Etc :click here3. Compliance Documents In Respect Of Specification And Standard Of Services :click here	
Terms and Conditions नियम और शर्तें	

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 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.

2.3 Generic

In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:

- Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.
- A certificate from the CEO/CFO of the Holding Company as per the format enclosed in the bid documents stating that the unaudited unconsolidated financial statements form part of the consolidated annual report of the company.
- In case where audited results for the last financial year as on the date of Techno Commercial Bid Opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-Commercial Bid Opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Note: (i) Other income shall not be considered for arriving at annual turnover.

2.4 Purchase Preference (Centre).

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

2.5 Service & Support.

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

2.6 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.

2.7 Payment.

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

2.8 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.

2.9 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEEPCO LTD Account No. 10881522463 IFSC Code SBIN0000181 Bank Name STATE BANK OF INDIA Branch address MAIN BRANCH, SHILLONG. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

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

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