

Contract



Contract No: GEMC-511687788526905

Contract Generated Date: 23-Aug-2022

Bid/RA No: [GEM/2022/B/2264356](#)

Organisation Details Type: Central PSU Ministry: Ministry of Power Department: Hydro Power Organisation Name: North Eastern Electric Power Corporation Limited Office Zone: Contracts and Procurement department shillong		Buyer Details Designation: Sr Manager Civil Contact No.: 364-2308503- Email ID: kamaldas.neepco@nic.in GSTIN: - Address: Brookland Compound, Lower New Colony, Shillong, EAST KHASI HILLS, MEGHALAYA-793003, India	
Financial Approval Detail IFD Concurrence: No Designation of Administrative Approval: Director (Technical) Designation of Financial Approval: General Manager (Finance) Concurrence		Paying Authority Details Payment Mode: Internet Banking Designation: Manager Finance Email ID: samujjal.neepco@nic.in GSTIN: 17AAACN9991J1ZT Address: Brookland Compound, Lower New Colony, Shillong, East Khasi hills, MEGHALAYA-793003, India	
Consignee Details			
S.No	Consignee Name & Address	Service Description	
1	Contact: 0364-2227784- Email ID: subsirc2012.neepco@nic.in GSTIN: - Address: Brookland Compound, Lower New Colony, Shillong, EAST KHASI HILLS, MEGHALAYA-793003, India	Custom Bid for Services - Providing Certification under Integrated Management System in the latest standards of ISO 9001 ISO 14001 ISO 45001 at 7 Stations Offices of NEEPCO	
Service Provider Details			
GeM Seller ID:		6C10180000475409	
Company Name:		IRCLASS SYSTEMS AND SOLUTIONS PRIVATE LIMITED	
Contact No.:		08850783112	
Email ID:		ks.mhaskar@irclass.org	
Address:		52 A,4TH FLOOR INDIAN REGISTER OF SHIPPING,ADI SHANKARACHARYA MARG,POWAI LAKE, POWAI,MUMBAI,MAHARASHTRA, MUMBAI, MAHARASHTRA-400072, -	
MSME verified:		Yes	
MSME Registration number:		MH19E0037546	
MSE Social Category:		General	
MSE Gender:		Male	
GSTIN:		27AADCI5198M1ZX	
*GST / Tax invoice to be raised in the name of - Consignee			
Service Details			
Service Start Date (latest by) : 30-Aug-2022		Service End Date : 29-Aug-2025	
Category Name : Custom Bid for Services			
Billing Cycle : quarterly			
Description		Quantity of Procurement (to be chosen 1 in all circumstances)	Lumpsum Cost of Service in totality (INR)
Regulatory/ Statutory Compliance of Service	YES	1	697380.000
Description /Nomenclature of Service Proposed for procurement using custom bid functionality			
Compliance of Service to SOW, STC, SLA etc			
		YES	
Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)			
Total Value without Addons (INR)			697380

Total Addon Value (INR)	0		
Total Value Including Addons (INR)	697380		
Amount of Contract			
Total Contract Value Including All Duties and Taxes (INR)	697380		
Price Break up offered : Price Break up offered Document link			
SLA Details			
<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"> General Terms and Conditions for Goods and Services; 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"> Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties Present a clear, concise and measurable description of service 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 all the parties understand the consequences in case of termination of services due to any of the stated reasons 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"> Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed. 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 . <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> <tr> <td colspan="2"> <p>Additional Required Data/Document(s) : Buyer</p> <ol style="list-style-type: none"> Introduction about the project /services being proposed for procurement using custom bid functionality click here Instruction To Bidder :click here Pre Qualification Criteria (PQC) etc if any required click here Scope of Work click here Special Terms and Conditions (STC) of the Contract :click here Service Level Agreement (SLA) click here </td> </tr>		<p>Additional Required Data/Document(s) : Buyer</p> <ol style="list-style-type: none"> Introduction about the project /services being proposed for procurement using custom bid functionality click here Instruction To Bidder :click here Pre Qualification Criteria (PQC) etc if any required click here Scope of Work click here Special Terms and Conditions (STC) of the Contract :click here Service Level Agreement (SLA) click here 	
<p>Additional Required Data/Document(s) : Buyer</p> <ol style="list-style-type: none"> Introduction about the project /services being proposed for procurement using custom bid functionality click here Instruction To Bidder :click here Pre Qualification Criteria (PQC) etc if any required click here Scope of Work click here Special Terms and Conditions (STC) of the Contract :click here Service Level Agreement (SLA) click here 			

7. Payment Terms :[click here](#)
8. Penalties :[click here](#)
9. Quantifiable Specification / Standards of The Service/ BOQ :[click here](#)
10. Project Experience and Qualifying Criteria Requirement :[click here](#)
11. GEM Availability Report (GAR) :[click here](#)
12. Any other Documents As per Specific Requirement of Buyer -1:[click here](#)
13. Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid) :[click here](#)

Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) :[click here](#)
2. Compliance Documents In Respect Of Pqc And Itb :[click here](#)
3. Compliance Documents In Respect Of Sow Etc :[click here](#)
4. Compliance Document In Respect Of Approach & Methodology :[click here](#)

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:

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.

2.2 Generic:

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

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 Generic:

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.5 Generic:

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.6 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.

2.7 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.

2.8 Past Project Experience:

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

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