

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687722352725

अनुबंध तिथि | Contract Generated Date : 08-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4753620](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Autonomous मंत्रालय Ministry : Ministry of Labour and Employment विभाग Department : NA संगठन का नाम Organisation Name : Employees State Insurance Corporation (ESIC) कार्यालय क्षेत्र Office Zone : South	पद Designation : DEPUTY DIRECTOR संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : manoj.gupta3@esic.gov.in जीएसटीआईएन GSTIN : - पता Address : Employees' State Insurance Corporation, Sub Regional Office (Hubballi) Survey No 89, Sutagatti Road, Near RTO, Navanagar, HUBBALLI-580025, DHARWARD, KARNATAKA-580025, 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 : Deputy Director(Incharge) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Deputy Director(Finance)	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Deputy Director ईमेल आईडी Email ID : bn.mandal@esic.in जीएसटीआईएन GSTIN : N पता Address : Survey No 89, Sutagatti Road, Near RTO, Navanagar, Hubli, DHARWARD, KARNATAKA-580025, 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 : manoj.gupta3@esic.gov.in जीएसटीआईएन GSTIN : - पता Address : Employees' State Insurance Corporation, Sub Regional Office (Hubballi) Survey No 89, Sutagatti Road, Near RTO, Navanagar, HUBBALLI-580025, DHARWARD, KARNATAKA-580025, India	Hiring Of Agency For ISO Certification Service - ISO 9001 - Quality Management System (QMS); Re-certification Audit, Surveillance Audit; Workshop on awareness of ISO certification for employees, Guidance for documentation and implementation of releva..

सेवा प्रदाता विवरण Service Provider Details
जेम विक्रेता आईडी GeM Seller ID : SAFS220006787213 कंपनी का नाम Company Name : IQCS CERTIFICATIONS PRIVATE LIMITED संपर्क नंबर Contact No. : 09834755204 ईमेल आईडी Email ID : iqcs.operations@gmail.com पता Address : 9,AKSHARDHARA-A,SHANTI PARK,UPNAGAR, Nashik, MAHARASHTRA-422006, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-23-0096297 एमएसई सामाजिक श्रेणी MSE Social Category : OBC एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 27AACCI5924N1Z6

*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): 15-Apr-2024

सेवा समाप्ति तिथि | Service End Date : 14-Apr-2027

श्रेणी नाम | Category Name : Hiring Of Agency For ISO Certification Service

विवरण Description	Quantity(to be input 1 as price will be evaluated as per bid requirement)	Lump sum quote for hiring agency for ISO certification and accreditation for contract duration
Type of ISO Certification Required	ISO 9001 - Quality Management System (QMS)	
Type of Service Required	Re-certification Audit, Surveillance Audit	
Category of work required for ISO certification	Workshop on awareness of ISO certification for employees, Guidance for documentation and implementation of relevant management system, Training / awareness program on ISO	
Type of Professional	ISO certification expert in implementing specified certification	

Resources required			
Qualification of Professional Resources required	Knowledge Expertise	1	16500
Certification of Professional Resources required	Project Management Certificate		
Total Experience of Professionals Resources (In years)	3 to 5 Years		
Deployment Location	Onsite		
Post Service Support required	No		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Lump sum quote for hiring agency for ISO certification and accreditation for con tract duration*1)

एडऑन के बिना कुल मूल्य Total Value without Addons(INR)	16500
कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	16500
अतिरिक्त जानकारिया Additional Details	
● Number of Consultants Required : 1	
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	16500

एसएलए विवरण SLA Details
<p>SPECIAL TERMS AND CONDITIONS</p> <p>FOR</p> <p>HIRING OF AGENCY FOR ISO CERTIFICATION SERVICE</p>
<p>1. Preamble</p> <p>All the Hiring of agency for ISO Certification Service contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ul style="list-style-type: none"> ● General terms and conditions for Goods and Services. ● Service STC contained in this document. ● BID / Reverse Auction specific ATC ● The above terms and conditions are in reverse order of precedence i.e.ATC shall supersede the Service specific STC which shall supersede GTC, in case of any conflicting provisions. ● This document represents 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, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.
<p>2. Objectives and Goal</p> <p>The objective of this document is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:</p> <ul style="list-style-type: none"> ● 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 <p>The 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>3. Stakeholders</p> <p>The main stakeholders associated with this agreement are:</p> <p>a. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</p> <p>b. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller supplier/ bidder/contractor, any authorized agents, permitted assignees, successors and nominees as per the context and as described in the agreement</p> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.</p>
<p>4. Service Scope</p> <p>ISO certification is a seal of approval from a third-party Certifying authority that a company runs as per the international standards developed and published by the International Organization for Standardization (ISO). The ISO are an independent, non-governmental international organization which brings together experts to share knowledge and develop international standards that support innovation and provide solutions to global challenges. Few of the benefits of ISO standards are increased efficiency, improved customer satisfaction, reduce costs, reduce risks etc.</p> <p>Under this service, Hiring of Agency for ISO Certification, buyers can hire/bring-on board service providers or agencies to help get certified for different types of ISO certifications.</p> <p>1. Consulting Services - Refining, improving, and developing systems and processes of the Buyer organization to get ISO certification.</p> <ul style="list-style-type: none"> ○ Service provider to prepare new guidelines, procedures, policies and other related documents. ○ Gas Assessment of the systems and recommend solutions to address these gaps with regard to ISO standards ○ Reporting and monitoring of the existing systems

- o Process implementation

2. **Initial Audit** - conducting internal audit for ISO certification – stage 1 and stage 2 audit

- **Accreditation for certificate** – service provider to support buyer to get the ISO certificate after providing consulting and auditing services

3. **Surveillance Audit** – conduct audit in order to ensure that ISO quality standards are being maintained by the buyer organization. It is conducted from time to time during the validity of certification.

The buyer can further detail out the scope of work as per his specific requirements.

5. Terms and Conditions –

● Buyer's Obligation

1. The Buyer shall assign an officer who shall coordinate with the service provider to ensure the availability of officers and resources for smooth completion of the assignment / scope of work.

2. 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."

● Service Provider's Obligation

1. The service provider shall perform the Services and carry out the obligations with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices

2. Except as provided the service provider must not disclose, divulge or make public or shall personally, use for his gain any of the materials, processes, accounts, transactions dealings, and information etc. without the prior written consent of the buyer

3. The selected service provider shall not engage in activities that conflict with

1. interest of the buyer under the assignment and they would not engage in
2. any contract that would be in conflict of interest with their current obligations.

4. All activities required for certification shall be completed within the time defined by the buyer

5. The Buyer reserves the right to extend the contract for any period from the date of certification and acceptance of the same by the Service Provider.

6. If required by the Buyer; the service provider shall provide suitable office space and other support services such as training hall, LCD projector, Computer, White board etc. as per availability for the team of service providers during the period of service at no extra cost to the Buyer.

7. If required by the buyer, the service provider must provide copies of the CV along with qualification and experience certificates of the consultants, to be deputed for this scope of work and the same should be submitted duly signed by the concerned personnel within 15 days from the placement of buyer for approval.

8. The Service provider shall ensure that there is no loss or damage to the property of the buyer while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by buyer shall be recovered from the service Provider

9. Should buyer feel that the conduct/ performance of any of service provider / consultant's personnel is detrimental to buyers' interest, buyer shall have the right to request for the removal of such personnel for incompetence, unreliability, mis behaviour or security reasons, etc. while on or off the job. The service provider shall comply with any such request to remove such personnel at service provider/consultant's expense unconditionally. The service provider / consultant will be allowed a maximum of 7 working days to replace the personnel by a competent qualified personnel at service provider / consultant's cost.

10. In case of replacement of any personnel, the service provider should deploy personnel having requisite experience, only after obtaining approval of the buyer. In case performance is not found satisfactory, then the service provider should replace the team member.

11. The buyer will not be liable for any injury or damage to personnel deployed by the service provider and any such happening will be entirely the responsibility of the service provider.

12. . 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.

13. 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.

6. Payment Terms

i. The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the buyer.

ii. The payment will be made to the service provider as defined by the buyer on submission of the bill by the service provider and after deducting Liquidated Damages amount, if any.

7. Formula Used –

Total Price = A

Where,

A = Lump-sum Price Quoted by the service provider for getting ISO certification service (to be quoted by the service provider)

8. Breach of Contract and Deductions

(i) Breach of SLA is defined as performance lower than requisite performance in this agreement.

(ii) Deductions will be made on the invoices submitted by the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Delay in work beyond the completion period as stipulated in the scope of work	0.5% per week from due date of completion of scope of work
2	Extension in time to complete certain part of the scope of work	0.5% per week will be deducted from the overall contract value
3	If the service provider is found responsible for leaking of information	Termination of contract at the discretion of the Buyer

Sr. No	Particulars	Financial Implications
4	If cumulative penalties reach 10% of the contract value	Financial Implications to be decided at the discretion of the Buyer

9. Additional Terms and Conditions

These Additional Terms and Conditions may be applicable on the Service Provider, if the Buyer so informs to the Service Provider

1. Service provider shall be entitled to automatic extension of time for completion of any part of the consultancy scope, if delay, impediment or prevention caused is attributable to the buyer provided the service provider notifies the buyer in writing in this regard within 10 days of occurrence of such impediments and the buyer is satisfied with the request of the consultant/ service provider.
2. The insurance of the person deployed by the service provider shall be the sole responsibility of the service provider. In case of any emergency, the medical facilities available at the site would be provided as immediate relief; however, in case detailed medical attention is required for the team members of the service provider, the same will be the responsibility of the service provider alone.

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

1. Number of Years of Experience of Service Provider for ISO Certifications and Audits : 3 to 5 years
2. Project Executed and Running for ISO Certification and Audits by the Service Provider : Service Provider having experience in ISO 9001:2015 Quality Management Services preferably in government /Public sector.
3. Scope of Work to be mentioned by Buyer : [click here](#)

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

1. Documentary Evidence To Be Submitted By Service Provider For Project Executed / Running As Desired By Buyer : [click here](#)
2. Documentary Evidence To Be Submitted By Service Provider For Work Experience As Desired By Buyer : [click here](#)
3. 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 Generic.

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

2.2 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.

2.3 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.

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

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