

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687783548901

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4859927](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Mines विभाग   Department : HINDUSTAN COPPER Limited संगठन का नाम   Organisation Name : HINDUSTAN COPPER Limited कार्यालय क्षेत्र   Office Zone : KOLKATA CORPORATE OFFICE	पद   Designation : Manager Materials and Contracts संपर्क नंबर   Contact No. : 022-27412468- ईमेल आईडी   Email ID : buycon13.hcl.mh@gembuyer.in जीएसटीआईएन   GSTIN : 27AAACH7409R1Z1 पता   Address : Taloja Copper Project, Plot No E-33 to E-36, MIDC Area, P.O.- Taloja, Dist- Raigad, Maharashtra-410208, RAIGARH(MH), MAHARASHTRA-410208, 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 : GM (Unit Head) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : CM finance	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Senior Manager Finance ईमेल आईडी   Email ID : pao11.hcl.mumbai@gembuyer.in जीएसटीआईएन   GSTIN : 27AAACH7409R1Z1 पता   Address: Hindustan Copper Limited, 1104, 11th Floor, Embassy Center, Nariman Point, Mumbai - 400021, Mumbai, MAHARASHTRA-400021, India

परेषिती विवरण   Consignee Details		
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 022-27412468- ईमेल आईडी   Email ID : buycon13.hcl.mh@gembuyer.in जीएसटीआईएन   GSTIN : 27AAACH7409R1Z1 पता   Address : Taloja Copper Project, Plot No E-33 to E-36, MIDC Area, P.O.- Taloja, Dist- Raigad, Maharashtra-410208, RAIGARH(MH), MAHARASHTRA-410208, India	Hiring Of Agency For ISO Certification Service - As per NIT; As per NIT; As per NIT

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : VLSB220007335181 कंपनी का नाम   Company Name : BUREAU OF INDIAN STANDARDS संपर्क नंबर   Contact No. : 09558822057 ईमेल आईडी   Email ID : qscowro@bis.gov.in पता   Address : E9,,MANAKALAYA, MANAKALAYA,,MIDC, RD NO 8, MIDC,,Andheri East, Mumbai Suburban,, Mumbai, MAHARASHTRA-400093, - एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 27AAATB0431G1ZB (R) , 33AAATB0431G2ZH (S)	

\*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-May-2024	सेवा समाप्ति तिथि   Service End Date : 14-May-2027

श्रेणी नाम   Category Name : Hiring Of Agency For ISO Certification Service	
बिलिंग चक्र   Billing Cycle: yearly	

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	As per NIT	83190
Type of Service Required	As per NIT	
Category of work required for ISO certification	As per NIT	
Type of Professional Resources required	As per NIT	
Qualification of Professional Resources required	As per NIT	
Certification of Professional Resources	As per	

required	NIT
Total Experience of Professionals Resources (In years)	As per NIT
Deployment Location	Onsite
Post Service Support required	Yes

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

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	83190
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	83190

### अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	83190
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मूल्य विभाजन की पेशकश की | Price Break up offered : [प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक](#) | Price Break up offered Document link

### एसएलए विवरण | SLA Details

#### SPECIAL TERMS AND CONDITIONS

FOR

#### HIRING OF AGENCY FOR ISO CERTIFICATION SERVICE

##### 1. Preamble

All the Hiring of agency for ISO Certification Service contracts placed through GeM shall be governed by following set of Terms and Conditions:

- 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.

##### 2. Objectives and Goal

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:

- 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

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

##### 3. Stakeholders

The main stakeholders associated with this agreement are:

- a. Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- 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

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.

##### 4. Service Scope

**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.

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.

1. **Consulting Services** - Refining, improving, and developing systems and processes of the Buyer organization to get ISO certification.
  - 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
  - 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
4	If cumulative penalties reach 10% of the contract value	Termination of contract 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.

#### शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-04-19 14:00:00

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](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Price Break Up-To be uploaded in financial document part.](#)

#### 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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**1. The party should submit the requisite documents judiciously considering all the PQC and other required documents with the Techno-commercial bid. Shortfall of documents might not be asked after opening of Techno-Commercial bid.**

###### 2.3 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.