

## Contract



**Contract No:** GEMC-511687724130678

**Generated Date:** 25-May-2022

**Bid/RA/PR No:** [GEM/2022/B/2074427](#)

|   |  |   |  |
|---|--|---|--|
| <b>Organisation Details</b><br>Type: Central PSU<br>Ministry: Ministry of Textiles<br>Department: The Cotton Corporation Of India Limited<br>Organisation Name: The Cotton Corporation Of India Limited<br>Office Zone: Navi Mumbai |  | <b>Buyer Details</b><br>Designation: Branch Manager<br>Contact No.: 022-27420436-<br>Email ID: buycon1.textile.mum@gembuyer.in<br>GSTIN: 27AAACT4053B2ZR<br>Address: CCI Warehousing Complex,<br>RAIGARH(MH), MAHARASHTRA-410218, India   |  |
| <b>Financial Approval Detail</b><br>IFD Concurrence: No<br>Designation of Administrative Approval: Director (Finance)<br>Designation of Financial Approval: Director (Finance)  |  | <b>Paying Authority Details</b><br>Payment Mode: Offline<br>Designation: SECTION OFFICER<br>Email ID: pao1.textile.mh@gembuyer.in<br>GSTIN: 27AAACT4053B1ZS<br>Address: CCI Warehousing Complex, Sector KWC, Plot no.S5, Kalamboli, Navi Mumbai, Maharashtra, RAIGAD, MAHARASHTRA-410218, India |  |
| <b>Consignee Details</b>  |  |   |  |
| S.No  | Consignee Name & Address   | Service Description   |  |
| 1   | Contact: 022-27420436-<br>Email ID: buycon1.textile.mum@gembuyer.in<br>GSTIN: 27AAACT4053B2ZR<br>Address: CCI Warehousing Complex,<br>RAIGARH(MH), MAHARASHTRA-410218, India | Custom Bid for Services - Valuation of The Cotton Corporation of India Ltd CCI Warehousing Complex Plot No S5 Sector KWC Kalamboli Navi Mumbai 410 218 as per IND AS  |  |
| <b>Service Provider Details</b>   |  |   |  |
| GeM Seller ID:  |  | 5NJ4210003533818  |  |
| Company Name:   |  | R K ASSOCIATES VALUERS & TECHNO ENGINEERING CONSULTANTS PRIVATE LIMITED   |  |
| Contact No.:  |  | 01204110117   |  |
| Email ID:   |  | valuers@rkassociates.org  |  |
| Address:  |  | SECTOR-2,D-39 2ND FLOOR,-,NOIDA SECTOR-2, Gautam Buddha nagar, UTTAR PRADESH-201301, -  |  |
| MSME verified:  |  | Yes   |  |
| MSME Registration number:   |  | UDYAM-UP-28-0019396   |  |
| MSE Social Category:  |  | General   |  |
| MSE Gender:   |  | Male  |  |
| GSTIN:  |  | NA  |  |
| *GST / Tax invoice to be raised in the name of - Buyer  |  |   |  |
| <b>Service Details</b>  |  |   |  |
| Contract Start Date : 01-Jun-2022   |  | Contract End Date : 30-Jun-2022   |  |
| <b>Category Name : Custom Bid for Services</b>  |  |   |  |
| <b>Billing Cycle : monthly</b>  |  |   |  |
| Description   |  | Quantity of Procurement ( to be chosen 1 in all circumstances)  | (Unit Price) Lumpsum Cost of Service in totality |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality :  |  | 1   | 71000.000  |
| Compliance of Service to SOW, STC, SLA etc :  |  |   |  |
| Regulatory/ Statutory Compliance of Service :   |  |   |  |
| <b>Total Amount (Formula) :</b><br>(1*Lumpsum Cost of Service in totality)  |  |   |  |
| Total Value without Addons :  |  |   | 71000  |

|  |                  |                        |   |  |                               |                               |
|--|------------------|------------------------|---|--|-------------------------------|-------------------------------|
| <b>Total Addon Value</b>   |                  |                        |   |  |                               | 0                             |
| <b>Total Value Including Addons</b>  |                  |                        |   |  |                               | 71000                         |
| <b>Tax Bifurcation</b>   |                  |                        |   |  |                               |                               |
| <b>Particular</b>  | <b>GST (18%)</b> | <b>GST Cess 1 (0%)</b> | <b>GST Cess 2 (0 per accounting unit)</b> | <b>Input Tax Credit (ITC) on GST (18%)</b> | <b>ITC on GST Cess 1 (0%)</b> | <b>ITC on GST Cess 2 (0%)</b> |
| Custom Bid for Services  | 10830.51         | 0                      | 0   | 1949.49                                    | 0                             | 0                             |
| <b>Amount of Contract</b>  |                  |                        |   |  |                               |                               |
| <b>Total Contract Value Including All Duties and Taxes in INR</b>  |                  |                        |   |  |                               | <b>71000</b>                  |
| <b>SLA Details - Custom Bid for Services - Valuation of The Cotton Corporation of India Ltd CCI Warehousing Complex Plot No S5 Sector KWC Kalamboli Navi Mumbai 410 218 as per IND AS</b>  |                  |                        |   |  |                               |                               |
| <p><b>Preface :</b> 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><b>Guiding Principle :</b> The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none"> <li>1. General Terms and Conditions for Goods and Services;</li> <li>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 ,</li> </ol> <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><b>Intended Objectives And Goals of SLA</b> 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"> <li>1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties</li> <li>2. Present a clear, concise and measurable description of service offered to the buyer</li> <li>3. 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>4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons</li> <li>5. 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.</li> </ol> <p><b>Parties To The Agreement</b></p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"> <li>1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.</li> <li>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</li> </ol> <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><b>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</b></p> <p>Scope of Work (SOW) is the most important &amp; 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"> <li>• "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .</li> <li>• Make sure that specifications are endorsed by key stakeholders .</li> <li>• Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery .</li> <li>• The scope of work should mention what the outcome is based upon – time or material?</li> <li>• 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 .</li> <li>• 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.</li> <li>• 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 .</li> </ul> <p><b>Important Note :</b> 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><b>Price Variation Clause:</b></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> |                  |                        |   |  |                               |                               |
| <b>Additional Required Data/Document(s) : Buyer</b>  |                  |                        |   |  |                               |                               |

1. Scope of Work [click here](#)
2. Service Level Agreement (SLA) [click here](#)
3. Payment Terms [click here](#)
4. GEM Availability Report ( GAR) [click here](#)
5. Introduction about the project /services being proposed for procurement using custom bid functionality [click here](#)
6. Instruction To Bidder [click here](#)

**Additional Data/Document(s) : Seller**

1. Compliance Documents In Respect Of Sow Etc [click here](#)

## **General Clauses w.r.t RCM/FCM**

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

## **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.

### **2. Buyer Added Bid Specific Terms and Conditions-**

#### **2.1 Service & Support:**

**AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.**

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