

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687703471678

Contract Generated Date | अनुबंध तिथि: 09-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4034542](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप : Central PSU Ministry   मंत्रालय : Ministry of Petroleum and Natural Gas Department   विभाग : NA Organisation Name   संगठन का नाम : Hindustan Petroleum Corporation Ltd Office Zone   कार्यालय क्षेत्र : Petroleum House	Designation   पद : Operations officer Contact No.   संपर्क नंबर : 704-2902905- Email ID   ईमेल आईडी : buycon140.hpcl.dl@gembuyer.in GSTIN   जीएसटीआईएन : 07AAACH1118B2ZD TIKRI KALAN RECEIVING STATION, DELHI TERMINAL, Address   पता : VILLAGE-TIKRI KALAN, DELHI PIN-110041, WEST DELHI, DELHI-110041, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति : No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम : GM-RRKPL Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम : Sr. Manager Finance	Role : BUYER Payment Mode   भुगतान का तरीका : HPCL Designation   पद : Operations officer Email ID   ईमेल आईडी : buycon140.hpcl.dl@gembuyer.in GSTIN   जीएसटीआईएन : 07AAACH1118B2ZD TIKRI KALAN RECEIVING STATION, DELHI TERMINAL, Address   पता : VILLAGE-TIKRI KALAN, DELHI PIN-110041, West Delhi, DELHI-110041, India

Consignee Details   परेषिती विवरण		
S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता	Service Description   सेवा विवरण
1	Contact   संपर्क : -8298700378- Email ID   ईमेल आईडी : con622.hpcl.up@gembuyer.in GSTIN   जीएसटीआईएन : - Address   पता : Kanpur Receiving Station Rewari Kanpur Pipeline Rasulpur Gogumau Raipur Gajner Road Kanpur Dehat - 209121, KANPUR DEHAT, UTTAR PRADESH-209121, India	Custom Bid for Services - ROTORK EH Actuator maintenance

Service Provider Details   सेवा प्रदाता विवरण	
GeM Seller ID   जेम विक्रेता आईडी : HIXW230007986232 Company Name   कंपनी का नाम : KINETIC TECHNICAL SERVICES Contact No.   संपर्क नंबर : 08754433230 Email ID   ईमेल आईडी : kineticttechnicalservices@gmail.com Address   पता : 77,Near Arunachalam Nagar,Plot No.77 Sri Dhanalakshami Nagar ,,Sorancheri Post, CHENNAI, India/Tamilnadu-600072, - MSME verified   एमएसएमई सत्यापित : No MSME Registration number   एमएसएमई पंजीकरण संख्या : UDYAM-TN-24-0008343 MSE Social Category   एमएसई सामाजिक श्रेणी : General MSE Gender   एमएसई लिंग श्रेणी : Female GSTIN   जीएसटीआईएन : 33AAVFK4827A1ZD	

*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) : 16-Jan-2024 Service End Date | सेवा समाप्ति तिथि : 15-Jan-2026

Category Name | श्रेणी नाम : Custom Bid for Services

Billing Cycle   बिलिंग चक्र : yearly		
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	ROTORK EH Actuator maintenance	1 118440
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
Total Amount (Formula)   कुल राशि (सूत्र) : (1*Lumpsum Cost of Service in totality)		
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)		118440
Total Addon Value   कुल एडऑन मूल्य (INR)		0

Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)	118440
<b>Amount of Contract   अनुबंध की राशि</b>	
Total Contract Value Including All Duties and Taxes   सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	118440
<b>SLA Details   एसएलए विवरण</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> <li>● 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"</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>Corrigendum   शुद्धिपत्र</b>	
1. <b>Extended Upto</b>   तक बढ़ाया गया : 2023-10-21 21:00:00	
<b>Additional Required Data/Document(s) : Buyer</b>   अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार	
1. Introduction about the project /services being proposed for procurement using custom bid functionality : <a href="#">click here</a>	
2. Scope of Work : <a href="#">click here</a>	
3. Service Level Agreement (SLA) : <a href="#">click here</a>	
4. Payment Terms : <a href="#">click here</a>	
5. GEM Availability Report ( GAR) : <a href="#">click here</a>	

Advisory Bank | सलाहकार बैंक :

NA

ePBG Percentage(%) | ईपीबीजी प्रतिशत (%) :

NA

## 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 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

## 2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

ATTACHMENT 1- Schedule of Quantity				
Item No	Description	Quantity	Unit	Price
1	ROTORK EH Actuator maintenance	1	EA	Not to be quoted here.

Due to custom bid for services functionality. Quantity in bid is "1" lumpsum. However, payment shall be made on half-yearly basis for 2 years. Vendor has to quote entire lump sum amount for 2 years.

ATTACHMENT-2SCOPE OF JOB AND SPECIAL TERMS AND CONDITIONSSCOPE OF JOB

- The scope of job includes per day visit to Kanpur Receiving Station (KRS) for ROTORK Electro Hydraulic (EH) actuators breakdown visit.
- The job includes reporting of engineer at the site before 0900 hrs and attending the EH type actuators installed on SDV and PCV, analysing the problem for breakdown and carrying out replacement of the defective components if available at the site.

NOTE- All rectifications/corrective actions taken shall be tested & same shall be witnessed by HPCL's Officer-In Charge. Vendor's engineer shall leave the site only after confirmation from HPCL's Officer-In Charge.

## 3. Contact person and site address:

Contact person:

Ms Swarnima Sonkar  
Asstt Manager, RKPL-Kanpur  
Contact No: +91 8298700378

SITE ADDRESS:

HINDUSTAN PETROLEUM CORP. LTD  
RKPL Kanpur Receiving Station  
Raipur-Gajner Road  
Village- Rasulpur Gogumau  
Kanpur Dehat-209121

- HPCL Scope- Scope of Job of HPCL is NIL.

5. Details of actuator:

A. SDV-

Actuator Type: EH1.1

Sr. No.: 8542770201, AF397600401

Make: ROTORK

Model: EH-130C-100F/C2

B. PCV-

Sr. No.: RS408003/01

Make: ROTORK

Model: S1/21/L200/157/103/11/20DBEHM

6. Breakdown maintenance: Emergency breakdown maintenance service shall be provided as and when required after receipt of telephonic/e-mail intimation from location concerned. Emergency breakdown services shall be provided on holidays/odd hours as per requirements.

7. Delivery Period: This contract shall be effective for 2 years from the date of PO/LOI.

**8. Payment terms:**

**a. Payment shall be done through E-payment mode only within 15 days of submission of invoice along-with all applicable supporting documents by the party to HPCL at the end of successful completion of each half-year.**

**b. BTS shall be generated and sent to Disbursement office along with the original hard copy of the invoice.**

**Disbursement Office Address:**

**Shared Services (10812)**

**HQO, Mumbai**

**c. Payment shall be done only after party has submitted duplicate copy of invoice along-with following documents at the site:**

**i. Duly certified MOM of breakdown maintenance carried out.**

**ii. Breakdown analysis reports/Root-cause analysis reports of breakdowns occurred.**

## **SPECIAL TERMS & CONDITIONS**

1. Quoted charges shall be inclusive of all travelling expenses, local conveyance expenses, lodging and boarding expenses, any incidental expenses etc.

2. Breakdown visits to the site shall be performed by a qualified and experienced representative. Date of visit shall be planned in advance after due intimation to Officer-In-Charge. The vendor shall plan visits for breakdown jobs only with prior consultation with HPCL's Officer In-charge.

3. Any damage to the Actuator/any other HPCL property due to mishandling or improper maintenance practices being followed by the visiting engineer shall be made good by the party without any extra cost to HPCL.

4. Vendor shall arrange for any tools/tackles required for breakdown maintenance work.

5. During each visit, visiting engineer shall prepare a report recording the activities performed on the system. The report shall be certified by Officer-In-Charge.

6. HPCL solely reserves the right to use whole or part of the quantities in the PO.
7. Vendor shall comply with all applicable permit system, safety norms/regulations and directions of Officer-In-Charge at site.
8. Vendor to report at the site with all required PPEs like safety shoes, safety helmet, gloves, etc.
9. The vendor is fully responsible for the safety of its personnel. HPCL absolves itself of any responsibility whatsoever on occurrence of any mishap due to the vendor's slackness on this account.

**2.3 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

**2.4 Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

**2.5 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.

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

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