

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687750766005

अनुबंध तिथि | Contract Generated Date : 27-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4314335](#)

संगठन विवरण Organisation Details प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Petroleum and Natural Gas विभाग Department : INDIAN OIL CORPORATION LIMITED संगठन का नाम Organisation Name : INDIAN OIL Corporation Limited कार्यालय क्षेत्र Office Zone : IOCL Bongaigaon Refinery		खरीदार विवरण Buyer Details पद Designation : Assistant Manger Contracts संपर्क नंबर Contact No. : 03364-253391-3391 ईमेल आईडी Email ID : buyer21.ibr.as@gembuyer.in जीएसटीआईएन GSTIN : 18AAAC11681G1ZO पता Address : IOCL Bongaigaon Refinery, Chirang, ASSAM-783385, India	
वित्तीय स्वीकृति विवरण Financial Approval Detail आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: DEPUTY GENERAL MANAGER, TECHNICAL SERVICES वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: FINANCE MANAGER		भुगतान प्राधिकरण विवरण Paying Authority Details Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : FM ईमेल आईडी Email ID : pao1.ibr.as@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: IOCL, Bongaigaon Refinery., Bongaigaon, ASSAM-783385, India	
प्रेषिती विवरण Consignee Details			
क्र.सं. S.No	प्रेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description	
1	संपर्क Contact : - ईमेल आईडी Email ID : buycon26.ibr.as@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : IOCL, Bongaigaon Refinery., Chirang, ASSAM-783385, India	Custom Bid for Services - Agency For PSV CV Leak Survey Compressed Air Leak Survey Nitrogen Leak Survey At Bongaigaon Refinery	
सेवा प्रदाता विवरण Service Provider Details जेम विक्रेता आईडी GeM Seller ID : 6194190000805976 कंपनी का नाम Company Name : PERFECT TEST HOUSE संपर्क नंबर Contact No. : 08392911569 ईमेल आईडी Email ID : perfecttesthouse@gmail.com पता Address : C 17 INDUSTRIAL ESTATE,ROSHAN BAGH,CIVIL LINES, Rampur, UTTAR PRADESH-244901, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-UP-63-0000285 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Female जीएसटीआईएन GSTIN: 09AEJPG6218F1ZK			
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Consignee			
सेवा विवरण Service Details			
सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 05-Mar-2024		सेवा समाप्ति तिथि Service End Date : 04-Mar-2026	
श्रेणी नाम Category Name : Custom Bid for Services			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		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	Agency For PSV CV Leak Survey Compressed Air Leak Survey Nitrogen Leak Survey At Bongaigaon Refinery	1	3200000
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		
कुल राशि (सूत्र) Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		3200000	
कुल ऐडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		3200000	
अनुबंध की राशि Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		3200000	

एसएलए विवरण | SLA Details

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 .

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.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
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 ,

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.

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:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
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
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
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.

Parties To The Agreement

The main stakeholders associated with this agreement are:

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

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.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

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 .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "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 .
- 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"

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.

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."

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-01-02 14:00:00

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

1. Instruction To Bidder : [click here](#)
2. Scope of Work : [click here](#)
3. Special Terms and Conditions (STC) of the Contract : [click here](#)
4. Service Level Agreement (SLA) : [click here](#)
5. Payment Terms : [click here](#)
6. Quantifiable Specification / Standards of The Service/ BOQ : [click here](#)
7. GEM Availability Report (GAR) : [click here](#)
8. Any other Documents As per Specific Requirement of Buyer -1 : [click here](#)
9. Any other Documents As per Specific Requirement of Buyer -2 : [click here](#)

10. Pre Qualification Criteria (PQC) etc if any required : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Sow Etc : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	ICICI
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	10.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

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

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

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

2.3 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.

2.4 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.

2.5 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.6 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.7 Payment:

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Past Project Experience

Commercial Experience Criteria for Service Contracts:

For experience, the single work executed by the bidder, as main or subcontractor, during any of the last ten years ending on last day of the month immediately previous to the month in which the last date of bid submission (in case of extended bid submission date, original bid submission date shall be considered) falls should be considered as detailed below:

(a) Three similar successfully completed works-" Carrying out PSV/CV Leak Survey, Compressed Air Leak Survey, Nitrogen Leak Survey In Petroleum Refinery or Petrochemical Unit" each costing not less than the amount equal to Rs 2.90 Lakh.

OR

(b) Two similar successfully completed works-" Carrying out PSV/CV Leak Survey, Compressed Air Leak Survey, Nitrogen Leak Survey In Petroleum Refinery or Petrochemical Unit" each costing not less than the amount equal to Rs 5.79 Lakh.

OR

(c) One similar successfully completed work-" Carrying out PSV/CV Leak Survey, Compressed Air Leak Survey, Nitrogen Leak Survey In Petroleum Refinery or Petrochemical Unit" costing not less than the amount equal to Rs 8.68 Lakh.

Single/ Two/ Three Completed work order value as indicated above should be exclusive of GST.

Earnest Money Deposit (EMD): Not Applicable.

However, in lieu of this, bidder has to submit a " Bid Security Declaration BSD)" as per the format provided in the tender (Refer form- A1 of proposal forms/ at the end of this document).

Bids submitted without Bid Security Declaration shall be treated as bid without EMD/ Bid Security and shall be liable for outright rejection as per the terms and conditions specified in Techno Commercial Bid for treatment of any bid submitted without EMD.

Turnover criteria: Turnover should be minimum Rs. 17.36 Lakh during any of the three preceding financial years i.e. April 1,2019 onwards. Proof of ATO shall be submitted in form of Audited Balance Sheet & Profit and Loss account of the bidder. Proof of ATO shall be submitted in form of Audited Balance Sheet & profit and loss account of the bidder.

Audited certificates / Balance Sheet / Profit & Loss Account Statement issued by any Auditor /Chartered Accountant shall mandatorily bear UDIN (Unique Document Identification Number) for such reports of FY 2019-20 onwards.

Published Annual report available in the public domain shall also be acceptable provided that the bidder has given reference of respective website from which it can be verified.

In case the NIT publication date is within 09 (Nine) months from close date of preceding financial /accounting year, the bidder can submit the balance sheets of any of the previous three years (excluding the immediate preceding year), if the balance sheet of immediate preceding year is not available

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

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

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