

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687700335574

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4411152](#)

अनुसूची नाम | Schedule Name: Schedule 2

<b>संगठन विवरण   Organisation Details</b> प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Petroleum and Natural Gas विभाग   Department : INDIAN OIL CORPORATION LIMITED संगठन का नाम   Organisation Name : IOCL- NRPL कार्यालय क्षेत्र   Office Zone: NRPL Panipat		<b>खरीदार विवरण   Buyer Details</b> पद   Designation : Contracts Officer संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buyer4.iw.gj@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Indian Oil Corporation Limited Northern Region Pipelines PO Panipat Refinery, Baholi Panipat- 132140 (India), PANIPAT, HARYANA-132140, India	
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b> आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: DGM (M&C), NRPL Panipat वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : CFM		<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b> Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Chief Manager Finance ईमेल आईडी   Email ID : pao1.in.hr@gembuyer.in जीएसटीआईएन   GSTIN : 06AAAC11681G1ZT पता   Address: Indian Oil Corporation Limited Northern Region Pipelines PO Panipat Refinery, Baholi Panipat- 132140 (India), Panipat, HARYANA-132140, India	
<b>परिषेती विवरण   Consignee Details</b>			
क्र.सं.   S.No	परिषेती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description	
1	संपर्क   Contact : - ईमेल आईडी   Email ID : buycon11.in.hr@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Indian Oil Corporation Limited Northern Region Pipelines PO Panipat Refinery, Baholi Panipat- 132140 (India), PANIPAT, HARYANA-132140, India	Custom Bid for Services - Hiring of Commercially Registered Diesel Utility Vehicles Group B 03 Nos Vehicle for General Maintenance Works and Night Patrolling under NRPL Ambala	
<b>सेवा प्रदाता विवरण   Service Provider Details</b> जेम विक्रेता आईडी   GeM Seller ID : TWX1210004201568 कंपनी का नाम   Company Name : Kuldip Singh Gill संपर्क नंबर   Contact No. : 09815002695 ईमेल आईडी   Email ID : ksgill1951@yahoo.com पता   Address : H NO. 732,VPO DAKOHA,JALANDHAR,JALANDHAR, Jalandhar, PUNJAB-144021, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-PB-12-0008479 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 03ABYPG9274D2ZC			
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Consignee			
<b>सेवा विवरण   Service Details</b>			
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 05-Mar-2024		सेवा समाप्ति तिथि   Service End Date : 05-Mar-2027	
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	Hiring of Commercially Registered Diesel Utility Vehicles Group B 03 Nos Vehicle for General Maintenance Works and Night Patrolling under NRPL Ambala	1	8900614.000
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)			8900614

कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	8900614
<b>अनुबंध की राशि   Amount of Contract</b>	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	8900614
<b>एसएलए विवरण   SLA Details</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>अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार   Additional Required Data/Document(s) : Buyer</b>	
<ol style="list-style-type: none"> <li>1. GEM Availability Report ( GAR) : <a href="#">click here</a></li> <li>2. Introduction about the project /services being proposed for procurement using custom bid functionality : <a href="#">click here</a></li> <li>3. Instruction To Bidder :<a href="#">click here</a></li> <li>4. Scope of Work :<a href="#">click here</a></li> <li>5. Pre Qualification Criteria ( PQC ) etc if any required : <a href="#">click here</a></li> <li>6. Service Level Agreement (SLA) : <a href="#">click here</a></li> <li>7. Payment Terms :<a href="#">click here</a></li> </ol>	

## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
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 Buyer Added Bid Specific SLA:

File Attachment [Click here to view the file.](#)

##### 2.2 Buyer Added Bid Specific SLA:

Text Clause(s)

Kindly refer Tender Document uploaded in this bid at various links. PDF file of the tender document is also attached at both sections Scope of Work and Buyer Added Bid Specific SLA of this bid. Please go through tender document before participating in this bid to get the clear understanding about this bid.

##### 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 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

INDIAN OIL CORPORATION LTD., (PIPELINES DIVISION)

Account No.

10432167078

IFSC Code

SBIN0008706

Bank Name

STATE BANK OF INDIA

Branch address

P.O. Panipat Refinery, Panipat, Pin-132140, Haryana, India

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Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

##### 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.

##### 2.6 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.

##### 2.7 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

INDIAN OIL CORPORATION LTD., (PIPELINES DIVISION)

Account No.

10432167078

IFSC Code

SBIN0008706

Bank Name

STATE BANK OF INDIA

Branch address

P.O. Panipat Refinery, Panipat, Pin-132140, Haryana, India

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

##### 2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Schedule-1 in Bid Document = Group A in Tender Document

Schedule-2 in Bid Document = Group B in Tender Document

**Bidders must opt for applicable purchase preference category i.e., PPP-MSE and/ or PPP-MII policy, while submitting their offer on the GeM portal**

**If purchase preference is not opted in the GeM portal, then bidder will be treated as 'non-MSE and**

d/ or non-MII Vendor' (as the case may be), in context of purchase preference. In addition, if other bidders opt for applicable purchase preference in the GeM portal and if they are found to be eligible for purchase preference as per MSE and/ or MII Purchase Preference Policy (as applicable), then price matching request(s) will be raised to all such eligible bidders as per MSE and/ or MII Purchase Preference Policy in the GeM portal and order(s) will be awarded as per MSE and/ or MII policy.

**Duration of Contract:**

**Group A: 24 (Twenty Four) Months**

**Group B: 36 (Thirty Six) Months**

**The above time period shall be reckoned from the date of issuance of site clearance issued by Engineer In-Charge (EIC).**

**For detail please refer clause 3.10.0 of Chapter-II: SPECIAL CONDITION OF CONTRACT-Technical**

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

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