

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687717846532

अनुबंध तिथि | Contract Generated Date : 05-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4450842](#)

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Petroleum and Natural Gas विभाग Department : INDIAN OIL CORPORATION LIMITED संगठन का नाम Organisation Name : Marketing Division कार्यालय क्षेत्र Office Zone : IOCL MARKETING MP50 GWALIOR DEPOT | पद Designation : Assistant Manager Ops संपर्क नंबर Contact No. : 0751-2568420- ईमेल आईडी Email ID : buycon1.iocl.cd@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Indian Oil Corporation Limited (M. D.), Gwalior Depot, Village- Rairu, Post- Barua, Dist- Gwalior Pin- 474010, GWALIOR, MADHYA PRADESH-474010, 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 : CM CONTRACTS वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : MGR F | Role: CONSIGNEE |

| परोक्षिती विवरण Consignee Details | | |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| क्र.सं. S.No | परोक्षिती नाम & पता Consignee Name & Address | सेवा विवरण Service Description |
| 1 | संपर्क Contact : 0751-2568420- ईमेल आईडी Email ID : buycon1.iocl.cd@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Indian Oil Corporation Limited (M. D.), Gwalior Depot, Village- Rairu, Post- Barua, Dist- Gwalior Pin- 474010, GWALIOR, MADHYA PRADESH-474010, India | Custom Bid for Services - Providing Haulage and Housekeeping Services at IOCL Gwalior Depot for 3 Years |

| सेवा प्रदाता विवरण Service Provider Details | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| जेम विक्रेता आईडी GeM Seller ID : QTMV210003123700 कंपनी का नाम Company Name : M/S NEHA ENTERPRISES संपर्क नंबर Contact No. : 07513559083 ईमेल आईडी Email ID : nehaentergwl@yahoo.in पता Address : 79,SARDA VIHAR ,,NEW HIGH COURT ROAD,CITY CENTER , GWALIOR (M.P.), Gwalior, MADHYA PRADESH-474002, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MP-20-0008728 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 23ATTPS6072L1ZW | |

*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): 01-May-2024 सेवा समाप्ति तिथि | Service End Date : 30-Apr-2027

श्रेणी नाम | Category Name : Custom Bid for Services

| 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 | Providing Haulage and Housekeeping Services at IOCL Gwalior Depot for 3 Years | 1 | 16004047 |
| 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) | | | 16004047 |
| कुल ऐडऑन मूल्य Total Addon Value(INR) | | | 0 |
| ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR) | | | 16004047 |
| अनुबंध की राशि Amount of Contract | | | |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR) | | | 16004047 |

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

10.00

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 बोली लगाववाले को बोली के विषयों और शर्तों के अनुसार प्राप्त ईपीबीजी प्रस्तुत किया होगा। The bidder shall furnish ePBG as applicable as per bid's terms and conditions. read in totality to conclude the requirement of Customer 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."

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

1. Introduction about the project /services being proposed for procurement using custom bid functionality : [click here](#)
2. Pre Qualification Criteria (PQC) etc if any required : [click here](#)
3. Service Level Agreement (SLA) : [click here](#)
4. Penalties : [click here](#)
5. Quantifiable Specification / Standards of The Service/ BOQ : [click here](#)
6. Project Experience and Qualifying Criteria Requirement : [click here](#)
7. Payment Terms : [click here](#)
8. Any other Documents As per Specific Requirement of Buyer -2 : [click here](#)
9. GEM Availability Report (GAR) : [click here](#)
10. Any other Documents As per Specific Requirement of Buyer -1 : [click here](#)
11. Scope of Work : [click here](#)
12. Special Terms and Conditions (STC) of the Contract : [click here](#)
13. Instruction To Bidder : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
3. Compliance Documents In Respect Of Sow Etc : [click here](#)
4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise : [click here](#)

ईपीबीजी विवरण | ePBG Detail

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

Bid Security Declaration in lieu of EMD –

Bidders to note that there shall be no requirement of paying EMD against this e-Tender. However, all bidders shall be required to mandatorily submit the Bid Security Declaration in lieu of EMD on the e-tendering /GeM portal (as the case may be) on or before tender submission date and time as per the standard format ([Annexure - A](#))

attached with the tender.

The requirement of submission of Bid Security Declaration shall also be applicable on bidders who are exempted from payment of EMD (MSEs as per PPP, Startups, CPSEs and JVs).

In case the Bid Security Declaration has been uploaded on or before tender submission date and time, but is in a different format from the one attached with the tender, then bidder may be given only one opportunity with a fixed deadline to upload the Bid Security Declaration as per the format of Bid Security Declaration (BSD) included in the tender.

Bid Security Declaration that is digitally signed by the POA holder shall also be acceptable.”

The bid shall be rejected if Bid Security Declaration in lieu of EMD is not submitted.

(ALL Clauses regarding EMD in this tender will be superseded by this clause)

Annexure – A

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EARNEST MONEY DEPOSIT (On Bidders Letter Head)

I /We, the authorized signatory of M/s. _____ participating in the subject Tender No: _____ for the job of Providing Haulage & Housekeeping Services at IOCL, Gwalior Depot, do hereby declare that in the event:

I/ We withdraw / modify our bid during the period of bid validity

OR

I/We commit any other breach of tender conditions/ contract which would have otherwise attracted forfeiture of EMD.

OR

I/ We fail to / refuse to initiate the execution of the awarded Contract as per the terms of the Contract then I/We could be suspended from being eligible for bidding/ award of all future tender(s) for a period as applicable per the Incident Management Policy of GEM.

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

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

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