अनुबंध|Contract



अनुबंध क्रमांक|Contract No: GEMC-511687738888150

अनुबंध तिथि | Generated Date : 19-Apr-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2023/B/4360718</u>

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

Corporation Limited जीएसटीआईएन|GS

कार्यालय क्षेत्र|Office Zone: IOCL Mathura Refinery

खरीदार विवरण|Buyer Details

पद | Designation : Buyer 08 संपर्क नंबर | Contact No. : 0565-2417290-

ईमेल आईडी|Email ID : buycon4.imr.up@gembuyer.in

जीएसटीआईएन|GSTIN: 09AAACI1681G1ZN

पता|Address : Mathura Refinery Indian Oil Corporation, MATHURA, UTTAR PRADESH-281005, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति]IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम| SMTM

Designation of Administrative Approval: वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval :

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role: PAO भुगतान का तरीका| Payment Mode: Offline

पद|Designation : Paying authority 2 ईमेल आईडी|Email ID : pao3.iocl.up@gembuyer.in जीएसटीआईएन|GSTIN : 09AAACI1681G1ZN

पता|Address: Mathura Refinery Indian Oil Corporation, Mathura, UTTAR PRADESH-281005, India

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : B2A7180000090421

कंपनी का नाम|Company Name : VOLKS ENERGIE PRIVATE LIMITED

संपर्क नंबर|Contact No. : 09654551781

ईमेल आईडी|Email ID : arathi@volksenergie.in

पता| Address : 306,Bakshi House,40-41,Nehru place, South Delhi, DELHI-110019, -

एमआईआई स्थिति| MII Status : True एमएसएमई सत्यापित|MSME verified : No

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-DL-09-0000465

एमएसई सामाजिक श्रेणी|MSE Social Category : General एमएसई लिंग श्रेणी|MSE Gender : Male

जीएसटीआईएन|GSTIN: 07AADCV9396C1ZZ (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण|Product Details

#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : Saft India - Ni-Cd Battery Bank ब्रांड Brand : Saft India Pvt Ltd ब्रांड Brand : Saft India Pvt Ltd ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थाश Category Name & Quadrant : Saft India - Ni-Cd Battery Bank (Q3) मॉडल Model: 1.2V/570AH NICKEL CADMIUM POCKET PLATE BATTERY एचएसएन कोड HSN Code: HSN not specified by seller	1	pieces	11,058,271	NA	11,058,271
2	उत्पाद का नाम Product Name : ICT charges for BATTERY BANK, NI-CD, 570AH, 367CELLS ब्रांड Brand : NA ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थित Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थाश Category Name & Quadrant : Addon Services for bid (Q3) मॉडल Model: ICT एचएसएन कोड HSN Code: HSN not specified by seller		pieces	382,672	NA	382,672
कु	कुल ऑर्डर मूल्य Total Order Value (in INR)					11,440,943

परेषिती विवरण|Consignee Detail

क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितेरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : con2.imr.up@gembuyer.in संपर्क Contact : 0565-2417288- जीएसटीआईएन GSTIN : 09AAACI1681G1ZN पता Address : Mathura Refinery Indian Oil Corporation, MATHURA, UTTAR PRADESH-281005, India	Saft India - Ni-Cd Battery Bank	·	1	19-Apr-2024	31-May-2024

Product Specification for Saft India - Ni-Cd Battery Bank

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value	
Custom Specification	Custom Specification	Yes	

उपरोक्त मद के लिए स्थापना कमीशनिंग और परीक्षण (आईसीटी) विवरण|Installation Commissioning and Testing (ICT) details for the above item::

%	of Product Cost Payable on Product Delivery	90 %
N	lin Cost Allocation for ICT as a % of product cost	3 %
N	umber of days allowed for ICT after site readiness communication to seller	10 Days

विक्रैता विशिष्टता दस्तावेज़|Seller Specification Document:

	1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/26/61/565/CatalogAttrs/SpecificationDoc ument/2024/1/6/2024_01_06_16_14_02_tender_spec_signed_2024-01-06-16-14-
1		05_b606b87c870867eb9ec175f7df
		1e6017.pdf

खरीदार विशिष्टता दस्तावेज़|Buyer Specification Document:

		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/964935/54/78/703/Catalo
	1. SpecificationDocument	gAttrs/SpecificationDocument/2023/12/18/rmrm233102-0002419115_2023-12-18-15-01-
		02_2a89a6200f42165eb3
		1cbf70cf682253.pdf

शुद्धिपत्र|Corrigendum

खरीदार द्वारा जोड़ी गई बोली का विशिष्ट अतिरिक्त कार्य|Buyer added Bid Specific Additional Scope of Work

क्र.सं S.No	दस्तावेज़ का शीर्षक Document Title	विवरण Description	लागू आईआरओ सामान Applicable i.r.o. Items
1	Combined <u>View</u>	NIT+Declarations+Specifications	BATTERY BANK, NI-CD, 570AH, 367CELLS(1)

ईपीबीजी विवरण | ePBG Detail

	सलाहकार बैंक Advisory Bank :	ICICI	ì
ı	ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00	ı

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

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 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.

2.3 Scope of Supply.

Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods

2.4 Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.5 Past Project Experience:

Commercial Experience Criteria for Goods:

For experience, the order(s) executed by the bidder, during the last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls. should be considered as under:

Three orders each executed for "similar item"

Supply and installation of of Battery Bank

where executed value is not less than the amount equal to Rs.

2526114.92

OR

Two orders each executed for "similar item"

Supply and installation of of Battery Bank

where executed value is not less than the amount equal to Rs.

3368153.23

OR

One order executed for "similar item"

Supply and installation of of Battery Bank

where executed value is not less than the amount equal to Rs.

4210191.54

FOB/FCA/FOR Dispatch point price (inclusive of P&F, if any) shall be considered for arriving at the executed order value. However, in case any other cost component like TPI charges, Freight charges, Taxes & Duties etc. are not indicated separately and are already included in the Purchase Order Value, as evident from the submitted Purchase order copies, then executed order value shall include such inclusive cost components also for the purpose of PQC evaluation.

Last date of order execution may fall in the above mentioned period i.e. within last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls without considering any extensions.

Foreign Orders in currency other than USD shall be converted to USD on the date of the said Purchase Order.

2.6 Inspection.

THIRD PARTY INSPECTION for IOCL:

Goods and Services shall be subjected to stage wise and final inspection by any of the IOCL approved Third Party Inspection (TPI) agency

1. M/S ABS INDUSTRIAL VERIFICATION INDIA PVT LTD 2. M/S APAVE ASSESSMENTS INDIA PVT LTD 3. M/S BUREAU VERITAS(INDIA) PVT LTD 4. M/S CERTIFICATION ENGINEERS INT ERNATIONAL LTD 5. M/S INTERNATIONAL CERTIFICATION SERVICES PVT LTD 6. M/S INTERTEK INDIA PVT LTD 7. M/S LLYOYDS REGISTER MARINE AND INSPECTION 8. M/S MEENA AR GLOBAL CONSULTANTS LLP 9. M/S PROJECTS AND DEVELOPMENT INDIA LTD 10. M/S QUALITY EVALUATION AND SYSTEMS TEAM PVT LTD 11. M/S SGS INDIA PVT LTD 12. M/S TATA PROJECTS LTD 13. M/S TUV INDIA PVT LTD 14. M/S TUV REHLENLAND INDIA PVT LTD 15. M/S VCS QUALITY SERVICES PVT LTD , and TPI charges are included in quoted prices, and no additional charges shall be paid by Owner.

It will be bidder's responsibility to arrange for third party inspection and submit the third party inspection release note on time. No time extension shall be allowed by IOCL for any delay/lapse in this regard.

Quoted prices are:

- i. i) Inclusive of charges for all facilities required for testing and all inspection requirements specified in the technical specifications and documents enclosed with the TENDER inclusive of destructive testing charges (if any), all expenses like travel, incidental and fees payable to third party inspectors.
- ii. ii) Inclusive of all IBR/IGC/NACE/Radiography charges as per IOCL's technical specifications and the documents enclosed with the TENDER.
- iii. iii) All built in import content (if applicable) shall also be subjected to inspection by any of IOCL approved TPI agency, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner.

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2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Meaning of Executed Value: INR Value (Including All components and Taxes/Duties) mentioned in Execution Proofs Submitted along with Purchase Orders shall be considered for Commercial PQC Evaluation.

Meaning of Similar Item Criteria: Purchase Orders Meeting Executed Value must have scope of Supply as per Similar item Criteria.

For fulfilling the commercial experience criteria any one of the following documents of "Similar item" may be considered as valid proof or meeting the criteria:

Purchase Order along with Invoice(s) {with self-certification that supplies against invoice has been s
uccessfully executed. Uploading the invoice(s) on the e-portal is considered as self-certification by th
e bidder that supplies against the invoices have been successfully executed to the required value.

- II. Purchase Order along with Bank Certificate indicating payment against the PO
- III. Purchase Order along with Execution certificate by client indicating executed order value. In ca se t he execution certificate does not mention the executed value, the bidder shall have to submit other documents as mentioned here indicating executed value.
- IV. In case bidder cites any reference of job executed for IOCL and bidder has not / is not able to furnish documentary evidence, the internal records of IOCL shall be considered against proof of fulfillment of commercial or technical experience criteria. LR date / RC (101/103 movement type in SAP) date (if LR date is not available in SAP) shall be deemed as date of execution.
- V. In case multiple orders have been placed against a single rate contract and the cumulative order value satisfies the PQC, it may also be considered, subject to submission of other documents as mentioned above. Multiple GeM contracts against one GeM bid on a particular vendor is to be considered as a single PO for PQC evaluation.

Bidder must meet all criteria mentioned above for techno commercially acceptance of offer.

 Post L1 Identification, Price Break up if any and PQC PO Verification shall be asked from the L 1 vendor and PO issuing authority and accordingly after thorough vetting of Documents. IOCL will proceed for PO Placement

Payment Terms

(i) Supply Part:

90% payment will be released within 10 days of issue of consignee receipt cum acceptance certificate (CRAC) and online submission of bills and remaining aft er successful ITC of the supplied material

- (ii) Site Services Part:
 - a) 100% within 30 days of installation, commissioning and SAT (Site Acceptance Test) of the functional system to IOCL, submission of invoice and other supporting documents by the bidder & certification from the Engineer–in- Charge.
- 1. Offered prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies/transportation/loading-u nloading charges ,insurance etc.
- 2. Performance Bank Guarantee: Applicable (05%, Validity up to total warranty period 03 Months claim period)

(SFMS Based, Bank details as mentioned)

Filed No Description Value

7034 -Name of the Beneficiary- Indian Oil Corporation limited

7035- Beneficiary IFSC- ICIC0000007

7036- Beneficiary Branch Name and

Address-

ICICI Bank, 9A, Phelps Building,

Connaught Place, New Delhi-110001

7037 -Sender to Received Information - IOCL9050

- 1. TPI : Applicable
- 4. Guaranty/warrantee: -Goods shall be guaranteed for 12 months from the date of Installation and Successful commissioning or 18 months from date of dispatch whichever is earlier.
- 7. IOCL reserves the right to reject any deviation to delivery terms not meeting IOCL's requirement after giving one chance to the bidder to accept IOCL's requirement
- 8. Bilders to mandatorily upload sign/stamp filled tender document and Declarations attached in the tender doc

uments.

Bidders to quote after adjusting Buyback amount of old Battery Cells, Buyback price details shall be taken la ter.

Any Query with respect to Technical Specifications can raised to Sachin Kumar (SACHINK2@INDIANOIL.IN)

2.8 Buyback for Non PFMS / Non GPA:

Buyback for Non PFMS/Non GPA:

- 1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
- 2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

 Illustrative examples for bidders are as under for understanding of the seller.

	Excel sheet for explanation to Buyback ATC						
S.no	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G={A+C- D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97
	Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G						

- 3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
- 4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
- 5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
- 6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
- 7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
- 8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
- 9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
- 10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
- 11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
- 12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
- 13. Item Details Consignee wise will be indicated in the corrigendum like
 - 1. Consignee wise
 - 2. Item Description
 - 3. Serial Number
 - 4. Model
 - 5. Brand
 - 6. Year of manufacturing
 - 7. Purchased on
 - 8. Age
 - 9. Size, Rating, Designation
 - 10. Quantity
 - 11. Min price (Optional)
 - 12. Unit
 - 13. Working Guidelines (/Functional/Non-Functional)
 - 14. Remarks
- 14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commis-sioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
- 15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.