

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687782354254

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4856288](#)

अनुसूची नाम | Schedule Name: Schedule 9

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU	पद   Designation : Senior Officer
मंत्रालय   Ministry : Ministry of Petroleum and Natural Gas	संपर्क नंबर   Contact No. : 022-24178713-8713
विभाग   Department : INDIAN OIL CORPORATION LIMITED	ईमेल आईडी   Email ID : buyer191.md.mh@gembuyer.in
संगठन का नाम   Organisation Name : Marketing Division	जीएसटीआईएन   GSTIN : 27AAACI1681G1ZP
कार्यालय क्षेत्र   Office Zone : IOCL Marketing MSO Talaja Lube Blending Plant	पता   Address : 'K' Oil Installation, Sewree (E), Mumbai, MUMBAI, MAHARASHTRA-400015, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No	Role: BUYER
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: GM	भुगतान का तरीका   Payment Mode: Offline
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: GM	पद   Designation : Senior Officer
	ईमेल आईडी   Email ID : buyer191.md.mh@gembuyer.in
	जीएसटीआईएन   GSTIN : 27AAACI1681G1ZP
	पता   Address : 'K' Oil Installation, Sewree (E), Mumbai, Mumbai, MAHARASHTRA-400015, India

परोक्षिती विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 022-24178713-8713 ईमेल आईडी   Email ID : buyer191.md.mh@gembuyer.in जीएसटीआईएन   GSTIN : 27AAACI1681G1ZP पता   Address : 'K' Oil Installation, Sewree (E), Mumbai, MUMBAI, MAHARASHTRA-400015, India	Custom Bid for Services - Beira Port Mozambique 40 ft container

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : KUDK210002441685	कंपनी का नाम   Company Name : AMEERA SHIPPING & LOGISTICS PRIVATE LIMITED
संपर्क नंबर   Contact No. : 09833370806	ईमेल आईडी   Email ID : account@ameerashipping.com
पता   Address : Thane, MAHARASHTRA-400614, India	एमएसएमई पंजीकरण संख्या   MSME Registration number : -
जीएसटीआईएन   GSTIN: 27AAGCA1575R1Z3 (R)	

\*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): 16-May-2024	सेवा समाप्ति तिथि   Service End Date : 20-Jun-2024
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	1	229810.000	
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)			
एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			229810
कुल एडऑन मूल्य   Total Addon Value(INR)			0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			229810

कर द्विभाजन   Tax Bifurcation	
जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input	जीएसटी उपकर पर आईटीसी 1   ITC on GST

विशिष्ट  Particular	जीएसटी  GST (18%)	जीएसटी उपकर 1   GST Cess 1 (0%)	Tax Credit (ITC) on GST (100%)	Cess 1 (100%)
Custom Bid for Services	35055.76	0	35055.76	0

### अनुबंध की राशि| Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य  Total Contract Value Including All Duties and Taxes(INR)	229810
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### 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."

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

1. Service Level Agreement (SLA) : [click here](#)
2. GEM Availability Report ( GAR) : [click here](#)
3. Scope of Work : [click here](#)
4. Payment Terms : [click here](#)

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA
<b>आरसीएम/एफसीएम के संबंध में सामान्य खंड   General Clauses w.r.t RCM/FCM</b>	
<p>1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.</p> <p>2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.</p> <p>3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.</p> <p>4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.</p> <p>5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.</p>	
<b>नियम और शर्तें   Terms and Conditions</b>	
<b>1. General Terms and Conditions-</b>	
<p>1.1 This contract is governed by the <a href="#">General Terms and Conditions</a>, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>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</p>	
<b>2. Buyer Added Bid Specific Terms and Conditions-</b>	
<p>2.1 <i>Generic.</i> 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</p> <p>2.2 <i>Buyer Added Bid Specific ATC:</i> Buyer uploaded ATC document <a href="#">Click here to view the file.</a></p>	
<p>नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।</p> <p>Note: This is system generated file. No signature is required.</p>	