

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687795606498

अनुबंध तिथि | Contract Generated Date : 19-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4424666](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Petroleum and Natural Gas विभाग   Department : INDIAN OIL CORPORATION LIMITED संगठन का नाम   Organisation Name : IOCL- Panipat Refinery कार्यालय क्षेत्र   Office Zone : IOCL- Panipat Refinery	पद   Designation : SANJEEV GOEL संपर्क नंबर   Contact No. : 0180-2522618- ईमेल आईडी   Email ID : buyer6.iocl.bh@gembuyer.in जीएसटीआईएन   GSTIN : 06AAACI1681G1ZT INDIANOIL CORPORATION LTD. PANIPAT REFINERY , PO. पता   Address : BOHALI , PANIPAT, PANIPAT, HARYANA-132140, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: DGM(CC) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : SFM	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : SAURABH JAIN ईमेल आईडी   Email ID : pao2.ipr.hr@gembuyer.in जीएसटीआईएन   GSTIN : - INDIANOIL CORPORATION LTD. PANIPAT REFINERY , PO. पता   Address : BOHALI , PANIPAT, PANIPAT, HARYANA-132140, India

परोक्षी विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 180-2522182- ईमेल आईडी   Email ID : buycon73.ipr.hr@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : INDIANOIL CORPORATION LTD. PANIPAT REFINERY , PO. BOHALI , PANIPAT, PANIPAT, HARYANA-132140, India	Custom Bid for Services - RPRC233432 ARC for earthing checking and maintenance of Panipat Refinery PXPTA PNCP Part A and B

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : SFRC210001936266 कंपनी का नाम   Company Name : S. P. CONSTRUCTION संपर्क नंबर   Contact No. : 09416100941 ईमेल आईडी   Email ID : spconstruction13@gmail.com पता   Address : HOUSE NO. 941,SECTOR 13/17,HUDA,PANIPAT, Panipat, HARYANA-132103, - एमएसएमई चंजीकरण संख्या   MSME Registration number : UDYAM-HR-14-0016896 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 06AKNPS8266M1Z6 (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): 26-May-2024	सेवा समाप्ति तिथि   Service End Date : 25-May-2026

श्रेणी नाम   Category Name : Custom Bid for Services	
बिलिंग चक्र   Billing Cycle: quarterly	

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	5,451,237.75
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)

अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	5,451,237.75
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सलाहकार बैंक   Advisory Bank :	ICICI
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**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**

**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. Instruction To Bidder : [click here](#)
2. Pre Qualification Criteria ( PQC ) etc if any required : [click here](#)
3. Scope of Work : [click here](#)
4. Special Terms and Conditions (STC) of the Contract : [click here](#)
5. Service Level Agreement (SLA) : [click here](#)
6. Payment Terms : [click here](#)
7. Any other Documents As per Specific Requirement of Buyer -1 : [click here](#)
8. Any other Documents As per Specific Requirement of Buyer -2 : [click here](#)
9. GEM Availability Report ( GAR ) : [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](#)
3. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
4. Compliance Documents In Respect Of Specification And Standard Of Services :[click here](#)
5. Compliance Documents In Respect Of Specification And Standard Of Services :[click here](#)
6. Compliance Document In Respect Of Approach & Methodology : [click here](#)
7. Compliance Documents In Respect Of Project Experience Of Firms : [click here](#)
8. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity :[click here](#)
9. Compliance Document In Respect Of Certification Of Resources . : [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 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 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 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 Limited

Account No.

10432167067

IFSC Code

SBIN0008706

Bank Name

State Bank of India

Branch address

Baholi, Panipat

. 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.

##### 2.5 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.

##### 2.6 Purchase Preference (Centre):

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

### अनुबंध के अनुसार कार्य का संशोधित दायरा | Revised Scope of Work as per contract

[Click here](#) to download revised scope of work as per contract.

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

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

