

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687794435475

अनुबंध तिथि | Contract Generated Date : 12-Jul-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4935819](#)

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 : INDIAN OIL Corporation Limited कार्यालय क्षेत्र   Office Zone: IOCL- Paradip Refinery	पद   Designation : Manager contract 1 संपर्क नंबर   Contact No. : 06722-255736- ईमेल आईडी   Email ID : buycon11.iocl.kul@gembuyer.in जीएसटीआईएन   GSTIN : 21AAAC11681G1Z1 पता   Address : IOCL Paradip Refinery ,Administrative Building, Post-Jhimani ,Via-Kujang Dist-Jagatsinghpur Odisha, JAGATSINGHAPUR, ODISHA-754141, 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: DGM (Contracts) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : AMF	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Accounts Officer ईमेल आईडी   Email ID : pao2.ipr.or@gembuyer.in जीएसटीआईएन   GSTIN : 21AAAC11681G1Z1 पता   Address : IOCL Paradip Refinery ,Administrative Building, Post-Jhimani ,Via-Kujang Dist-Jagatsinghpur Odisha, Jagatsinghapur, ODISHA-754141, India

परोक्षिती विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 06722-255282- ईमेल आईडी   Email ID : con2.ipr.or@gembuyer.in जीएसटीआईएन   GSTIN : 21AAAC11681G6ZW पता   Address : IOCL Paradip Refinery ,Administrative Building, Post-Jhimani ,Via-Kujang Dist-Jagatsinghpur Odisha, JAGATSINGHAPUR, ODISHA-754141, India	Custom Bid for Services - PDC1H24001 Providing services for supply and operation of gully sucker for carrying of raw sewage water from CISF sewerage tank to effluent treatment plant of Refinery for process stabilization of ETP and Emergency job of em..

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : K8KN210001947138 कंपनी का नाम   Company Name : JAIN ENGINEERING MECHANICAL AND ELECTRICAL संपर्क नंबर   Contact No. : 07008924641 ईमेल आईडी   Email ID : jainengineering2@gmail.com पता   Address : RAGHUNATHA PUR, KHARIGOTHA, GOPIAKUDA, KUJANGA, Jagatsinghapur, ODISHA-754141, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-OD-12-0001975 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 21AAGFJ5439A3ZU (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 तिथि (नवीनतम) | Service Start Date (latest by): 19-Jul-2024 सेवा समाप्ति तिथि | Service End Date : 18-Jun-2025

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	PDC1H24001 Providing services for supply and operation of gully sucker for carrying of raw sewage water from CISF sewerage tank to effluent treatment plant of Refinery for process stabilization of ETP and Emergency job of empty out of sewerage line	1	1200000
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		

कुल राशि (रु) | Total Amount (Formula) :

(1\*Lumpsum Cost of Service in totality)

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	1200000
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	1200000
<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)	1200000

#### 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. Pre Qualification Criteria ( PQC ) etc if any required : [click here](#)
2. Scope of Work :[click here](#)
3. Payment Terms :[click here](#)

4. Penalties : [click here](#)
5. Quantifiable Specification / Standards of The Service/ BOQ : [click here](#)
6. GEM Availability Report ( GAR) : [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. Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload : [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](#)
5. Compliance Documents In Respect Of Specification And Standard Of Services : [click here](#)

## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

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

NA

## 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 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.

#### 2.3 Past Project Experience:

Commercial Experience Criteria for Service Contracts:

For experience, the single work executed by the bidder, as main or subcontractor, during any of the last five years ending on last day of the month immediately previous to the month in which the last date of bid submission (in case of extended bid submission date, original bid submission date shall be considered) falls should be considered as detailed below:

#### (a) Three similar successfully completed works

General Civil works/ cleaning works/ housekeeping works.  
each costing not less than the amount equal to Rs  
305859.60

OR

(b) Two similar successfully completed works  
General Civil works/ cleaning works/ housekeeping works.  
each costing not less than the amount equal to Rs  
407812.80

OR

(c) One similar successfully completed work  
General Civil works/ cleaning works/ housekeeping works.  
costing not less than the amount equal to Rs  
509766.00

Single/ Two/ Three Completed work order value as indicated above should be exclusive of GST.

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

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

