

Contract



Contract No: GEMC-511687720976009

Generated Date: 21-Mar-2022

Bid/RA/PR No: [GEM/2021/B/1817481](#)

Organisation Details Type: Central PSU Ministry: Ministry of Petroleum and Natural Gas Department: INDIAN OIL CORPORATION LIMITED Organisation Name: IOC MATHURA REFINERY Office Zone: Materials Department Mathura Refinery				Buyer Details Designation: SMTD Contact No.: 0565-2417278- Email ID: buycon9.iocl.up@gembuyer.in GSTIN: - Address: Mathura Refinery Indian Oil Corporation, MATHURA, UTTAR PRADESH-281005, India																							
Financial Approval Detail IFD Concurrence: No Designation of Administrative Approval: SMTM Designation of Financial Approval: SMTM				Paying Authority Details Payment Mode: Offline Designation: Paying authority 2 Email ID: pao3.iocl.up@gembuyer.in GSTIN: 09AAACI1681G1ZN Address: Mathura Refinery Indian Oil Corporation, Mathura, UTTAR PRADESH-281005, India																							
Seller Details GeM Seller ID: VUE3210003207094 Company Name: TRIVENI EQUIPMENTS PVT LTD Contact No.: 07948004577 Email ID: sales@triveniequipments.com Address: Plot No. 2017, Phase-III,,GIDC Ind. Estate,,Ahmedabad,Ahmedabad, Ahmedabad, GUJARAT-382445, - MSME verified: Yes MSME Registration number: UDYAM-GJ-01-0037949 MSE Social Category: General MSE Gender: Male GSTIN: 24AAACT7171L1Z4 , 24AAACT7171L1Z4																											
*GST / Tax invoice to be raised in the name of - Consignee																											
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Seller Specification Document:

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/30/54/416/CatalogAttrs/SpecificationDocument/2022/1/11/2022_01_11_10_47_12_technical-specifications_2022-01-11-10-48-40_c23abef7c6cf023a880
0d880c732e7a8.pdf

Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1923193/54/78/703/CatalogAttrs/SpecificationDocument/2021/12/31/technical_specification_97_2021-12-31-15-49-10_223055db6ac5
54f8c18bac3714f3b1c6.pdf

Terms and Conditions

1. General Terms and Conditions-

1.1 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above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 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.

2.2 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2.3 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.

2.4 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.5 Past Project Experience:

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.6 Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

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