

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687745862880

अनुबंध तिथि | Generated Date : 01-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4421045](#)

अनुसूची नाम | Schedule Name: Schedule 4

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Chemicals and Fertilizers विभाग Department : Department of Chemicals and Petrochemicals संगठन का नाम Organisation Name : Hindustan Organic Chemicals Limited कार्यालय क्षेत्र Office Zone : Ambalamugal, ernakulam	पद Designation : MATERIALS OFFICER2 संपर्क नंबर Contact No. : 0484-2727346 ईमेल आईडी Email ID : ms.abhilash@hoclindia.com जीएसटीआईएन GSTIN : 32AAACH2663P1ZG पता Address : HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL, ERNAKULAM, ERNAKULAM, KERALA-682302, 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 : ED/UIC वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DGM (FIN)	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : RAJAN K NAIR ईमेल आईडी Email ID : knair.rajan@hocl.gov.in जीएसटीआईएन GSTIN : 32AAACH2663P1ZG पता Address : HOCL AMBALAMUGAL ERNAKULAM, ERNAKULAM CITY, KERALA-682302, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : QY14200001755657 कंपनी का नाम Company Name : M/s TOOFLOW ENGINEERING संपर्क नंबर Contact No. : 09425057503 ईमेल आईडी Email ID : tooflowengg@yahoo.com पता Address : 414/4A, Sukhaliya, Agarwal Compound, Main Road, Village/Town:- Khatipura Gram, City:- Indore, INDORE, MADHYA PRADESH-452002, India एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MP-23-0004891 एमएसएमई सामाजिक श्रेणी MSE Social Category : OBC एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 23AGAPK9416C2ZU

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

वितरण निर्देश | Delivery Instructions : DRAWINGS & QAP SHOULD BE SUBMITTED FOR APPROVAL PRIOR TO MANUFACTURING. ITEMS ARE REQUIRED FOR UPCOMING ANNUAL SHUTDOWN WORKS. HENCE STRICTLY ADHERE TO THE DELIVERY PERIOD MENTIONED.

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 : GATE VALVE 15X800# [1/2" X800#] CS A105 NPT (F) ब्रांड Brand : TOOFLOW 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 चतुर्थांश Category Name & Quadrant : GATE VALVE 15X800# [1/2" X800#] CS A105 NPT (F) (Q3) मॉडल Model : GATE VALVE 15X800# [1/2" X800#] CS A105 NPT (F) एचएसएन कोड HSN Code : 8481	2	pieces	1,157	NA	2,314
कुल ऑर्डर मूल्य Total Order Value (in INR)						2,314

परोक्षी विवरण Consignee Detail						
					दिनांक के बाद डिलीवरी शुरू	वितरण पूरा कब तक करना है।

क्र.सं. S.No	परीषती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	करना है Delivery Start After	Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : ms.abhilash@hocindia.com संपर्क Contact : 0484-2727346- जीएसटीआईएन GSTIN : 32AAACH2663P1ZG पता Address : HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL ERNAKULAM, ERNAKULAM, KERALA-682302, India	GATE VALVE 15X800# [1/2" X800#] CS A105 NPT (F)	-	2	01-Mar-2024	31-Mar-2024

Product Specification for GATE VALVE 15X800# [1/2" X800#] CS A105 NPT (F)

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/40/58/524/CatalogAttrs/SpecificationDocument/2024/1/15/2024_01_15_16_49_07_cs_gate_15mm_2024-01-15-16-49-08_5c1609f3e3e193f54f4a861da7ed1745.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10883518/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/1/spec_4_2024-01-01-19-02-43_e28369c05ec0007ad6b0109274e069aa.pdf
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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.co. Items				
1	Complete Spec Sheet View	Complete Spec Sheet	VALVE PLUG 15X800# [1/2" X800#] CS A105 SW(10)	BALL VALVE 1" X 800# SCREWED SS(50)	SS GATE VALVE 4" X 600# [100MM X 600#] FLANGED GATE VALVE(2)	GATE VALVE 15X800# [1/2" X800#] CS A105 NPT (F)(2)	GATE VALVE 15X800# [1/2" X800#] SS ASTM A182 F316 NPT (F)(2)
2	Valve Data Sheet View	Valve Data Sheet	SS GATE VALVE 4" X 600# [100MM X 600#] FLANGED GATE VALVE(2)	GATE VALVE 15X800# [1/2" X800#] CS A105 NPT (F)(2)	GATE VALVE 15X800# [1/2" X800#] SS ASTM A182 F316 NPT (F)(2)		
3	QAP View	QAP	VALVE PLUG 15X800# [1/2" X800#] CS A105 SW(10)	SS GATE VALVE 4" X 600# [100MM X 600#] FLANGED GATE VALVE(2)	GATE VALVE 15X800# [1/2" X800#] CS A105 NPT (F)(2)	GATE VALVE 15X800# [1/2" X800#] SS ASTM A182 F316 NPT (F)(2)	

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-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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

After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed

Design Drawings for Buyer's approval, within 5 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

2.3 Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.4 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2.5 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.6 Generic

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

2.7 Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.8 Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.9 Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

Shall be all inclusive of GST, P&F, Freight, Inspection & Testing Charges etc.

2.10 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.

2.11 Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.12 Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.13 Scope of Supply:

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

2.14 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 25% of total value.

2.15 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in

the subsequent stages.

- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

2.16 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.

2.17 Certificates:

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

2.18 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.19 Certificates:

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

As per the Annexure VI (Checklist) of buyer added ATC

2.20 Inspection:

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

THROUGH HOCL APPOINTED TPI AGENCIES

Post Receipt Inspection at consignee site before acceptance of stores:

M/s. HINDUSTAN ORGANIC CHEMICALS LTD

2.21 Inspection:

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

2.22 Warranty:

Warranty period of the supplied products shall be as given in specifications 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.

2.23 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.24 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

BIDDER SHOULD SUBMIT ALL THE DOCUMENTS MENTIONED IN THE ANNEXURE VI (CHECKLIST) OF BUYER ADDED BID SPECIFIC ATC DULY FILLED SIGNED AND SEALED IN ALL PAGES ALONG WITH THE TECHNICAL BID.

2.25 Buyer Added Bid Specific ATC:

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट 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.