

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687787742570

अनुबंध तिथि | Generated Date : 22-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4238738](#)

अनुसूची नाम | Schedule Name: Schedule 1, Schedule 2

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Petroleum and Natural Gas विभाग   Department : NA संगठन का नाम   Organisation Name : Oil and Natural Gas Corporation Limited कार्यालय क्षेत्र   Office Zone : AHMEDABAD ASSET	पद   Designation : buyer658ongclgj संपर्क नंबर   Contact No. : 079-23267024-18 ईमेल आईडी   Email ID : buyer658.ongcl.gj@gembuyer.in जीएसटीआईएन   GSTIN : 24AAACO1598A4ZQ पता   Address : MM DEPARTMENT, WESTERN SECTOR COLONY, BEHIND ONGC DISPENSERY, ONGC CHANDKHEDA, AHMEDABAD, GUJARAT-380005, India

<b>निरीक्षण का प्रकार   Type of Inspection:</b> Pre Dispatch  गुणवत्ता आश्वासन योजना के लिए कृपया बोली देखें   For Quality Assurance Plan please refer to the bid GEM/2023/B/4238738
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<b>निरीक्षण एजेंसी / प्राधिकरण   Inspection Agency/ Authority:</b> Board of Officers  <b>निरीक्षण एजेंसी / प्राधिकरण   Inspection Agency/ Authority:</b> Board of Officers
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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: GM (Fire Services) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM (F&A)	भुगतान का तरीका   Payment Mode: ONGCOnline पद   Designation : pao22ongcadi ईमेल आईडी   Email ID : pao22.ongc.adi@gembuyer.in जीएसटीआईएन   GSTIN : 24AAACO1598A4ZQ पता   Address: 5th Floor, Avani Bhavan, ONGC, Chandkheda, Ahmedabad, Ahmedabad, GUJARAT-380005, India

<b>विक्रेता विवरण   Seller Details</b> जेम विक्रेता आईडी   GeM Seller ID : D8B218000096593 कंपनी का नाम   Company Name : NEWBHARAT FIRE PROTECTION SYSTEM PRIVATE LIMITED संपर्क नंबर   Contact No. : 09820657746 ईमेल आईडी   Email ID : ho@newbharatfire.com पता   Address : C-210, BHAICHAND TEXTILE MILL, LBS Marg, BHANDUP WEST, MUMBAI, MAHARASHTRA-400078, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-MH-18-0048357 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : OTHERS जीएसटीआईएन   GSTIN: 27AACCN0776F1ZI
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\*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 : NA

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 : NBF SAFETY FIRST Portable Fire Extinguishers as per IS 15683 (2018) High Pressure Extinguisher (Service Pressure >19 bar) Carbon Dioxide Based (as per IS 15222) Class - B ब्रांड   Brand : NBF SAFETY FIRST ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Portable Fire Extinguishers (V2) as per IS 15683:2018 (Q2) मॉडल   Model: SFC 2	30	pieces	2,464	NA	73,920

एचएसएन कोड   HSN Code: 84241000					
उत्पाद का नाम   Product Name : NBF SAFETY FIRST Portable Fire Extinguishers as per IS 15683 (2018) High Pressure Extinguisher (Service Pressure >19 bar) Carbon Dioxide Based (as per IS 15222) Class - C ब्रांड   Brand : NBF SAFETY FIRST ब्रांड प्रकार   Brand Type : Registered Brand 2 कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Portable Fire Extinguishers (V2) as per IS 15683:2018 (Q2) मॉडल   Model: SFC 4.5 एचएसएन कोड   HSN Code: 84241000	46	pieces	3,250	NA	149,500

कुल ऑर्डर मूल्य | Total Order Value (in INR)

223,420

**निरीक्षण अधिकारी | Inspection Officer:**

नाम | Name: Board of Officers as nominated by the Buying Authority  
 ईमेल | E-mail: notapplicable@boardofficers.in  
 संपर्क | Phone: Not Applicable

**निरीक्षण अधिकारी | Inspection Officer:**

नाम | Name: Board of Officers as nominated by the Buying Authority  
 ईमेल | E-mail: notapplicable@boardofficers.in  
 संपर्क | Phone: Not Applicable

**Place of Inspection:**

पता | Address: WADA PALGHAR MAHARASHTRA  
 नाम | person name: KETAN DOSHI  
 संपर्क नंबर | contact number: 9820657746

**Place of Inspection:**

पता | Address: WADA PALGHAR MAHARASHTRA  
 नाम | person name: KETAN DOSHI  
 संपर्क नंबर | contact number: 9820657746

**परोक्षिती विवरण | Consignee Detail**

क्र.सं.   S.No	परोक्षिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : con2.ongc.adi@gembuyer.in संपर्क   Contact : 02764-222580- जीएसटीआईएन   GSTIN : 24AAACO1598A4ZQ पता   Address : I/c Receipt Kalol, ONGC, Kalol Stores, Kalol, GANDHI NAGAR, GUJARAT-382721, India	NBF SAFETY FIRST Portable Fire Extinguishers as per IS 15683 (2018) High Pressure Extinguisher (Service Pressure >19 bar) Carbon Dioxide Based (as per IS 15222) Class -B	-	30	22-Mar-2024	21-May-2024
		NBF SAFETY FIRST Portable Fire Extinguishers as per IS 15683 (2018) High Pressure Extinguisher (Service Pressure >19 bar) Carbon Dioxide Based (as per IS 15222) Class -C	-	46	22-Mar-2024	21-May-2024

**Product Specification for NBF SAFETY FIRST Portable Fire Extinguishers as per IS 15683 (2018) High Pressure Extinguisher (Service Pressure >19 bar) Carbon Dioxide Based (as per IS 15222) Class -B**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Generic	Conformity to Standard	IS: 15683: 2018 (Latest amendments)
	Type	Stored Pressure
	Extinguishing Media	Carbon Dioxide Based (as per IS 15222)
	Expellant Medium	CO2 Extinguishing Medium
Constructional Material	Type of Extinguisher	High Pressure Extinguisher (Service Pressure >19 bar)
	Material Specification for the body of High Pressure Extinguisher	Steel body (as per latest IS 7285)
	Material Specification for the body of Low Pressure	

	Extinguisher	NA
Construction	Foam Based Extinguishing Media	NA
	Powder Based Extinguishing Media	NA
	Type of Clean Agent for Clean Agent Based Fire Extinguisher (as per CL 5-1-3)	NA
	Name of Clean Agent as per (CL 5-1-3)	NA
	Foam Based Fire Extinguisher Capacity in Liters	NA
	Powder Based Fire Extinguisher Capacity in Kg	NA
	Carbon Dioxide Based Fire Extinguisher Capacity in Kg	2
	Water Based Fire Extinguisher Capacity in Liters	NA
	Clean Agents Fire Extinguisher Capacity in Kg	NA
	Water Mist Fire Extinguisher Capacity in Liters	NA
	Weight of Filled Portable Fire Extinguisher	3 kilogram
	Features of Fire Extinguisher	Carrying Handle (Mandatory If Extinguisher having mass $\geq 1.5$ Kg or Cylinder diameter, Safety Devices (Mandatory for High Pressure Extinguisher), Rechargeable, Hose Assemblies (Mandatory If mass or volume of Extinguishing medium $> 3$ Kg or Litres), NA
	Marking	As per clause 10.2 of IS 15683 (latest)
	Colour Coding Band (As per CL 10-1)	Black (CO2)
	Pressure Gauge Range for Low-Pressure Extinguishers	19 bar
Class of fire for which Fire Extinguisher is suitable	Class -B	
Performance	Operating Temperature ( $^{\circ}$ C)	-30 $^{\circ}$ C to +60 $^{\circ}$ C
	Test Pressure for all Fire extinguisher except CO2	250 bar
	Burst Pressure for all Fire extinguisher except CO2	650 bar
	Minimum Effective discharge time for Fire Extinguisher	10 second
	Fire Rating of different class of fires	21B
	Discharge Range of Class-A and Class-B Fire Extinguisher (As per table 1 of CL 7-2-2) (Hint : $\geq 2$ in case applicable on Class-A or Class A & B both / $\geq 1$ in case applicable on Class-B only)	2 meter
Certification	BIS Marking	Yes
	CM/L No With Validity Period	7498397 30/06/2026
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Availability of Test Report from NABL accredited Laboratory
	Test Report No	1753
	Test Report Date	15/06/2019
	Name of the lab	AFTRL
	Address of the lab	B3 MANGOLPURI DELHI
	Agreed to furnish all the test reports and certificates to buyer on demand	Yes

उत्पाद का बीआईएस लाइसेंस | BIS license of the product: 7498397

**खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for NBF SAFETY FIRST Portable Fire Extinguishers as per IS 15683 (2018) High Pressure Extinguisher (Service Pressure  $> 19$  bar) Carbon Dioxide Based (as per IS 15222) Class -B**

निर्देश   Specification	मूल्य   Value
Following specifications shall prevail: 1)Name of Clean Agent as per (CL 5-1-3) 2)Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	1)NA 2)Availability of Test Report from NABL accredited Laboratory
3)Cylinder Test Certificate and PESO Approval of cylinder & valve assembly. Test Certificate of Discharge Hose, Horn and Valve 4)Internal discharge tube 5)Carrying handle & mounting 6)Construction 7)Shape	3)Required 4)Brass/copper directly connected to control valve 5)Conforming to IS 15683 6)Construction of the cylinder shall be seamless 7)Dome & Dish : Concave
8)Filling requirement 9)Filling Tolerance 10) Filling ration 11) Maximum service pressure 12)Hydraulic test pressure 13)Fire Extinguisher Testing	8)The maximum fill density for CO2 extinguisher shall not exceed 0.75 Kg/Ltr 9)The actual charge of an extinguisher shall be nominal charge within the limit of filling tolerance of (0) but not more than 5 % by mass 10)Not more than 0.667 $\pm$ 0.033 11)Not more than 60 kg/cm2 12)250 Kg/cm2 13)Fire Extinguishers will be tested as per ONGC approved

	QAP on the basis of IS 15683: 2018.
14)Valve assembly & Closures 15) Performance features	14)Fire extinguishers shall be fitted with a control valve (Wheel type valve) to permit discontinuance of the discharge of the extinguishing medium at any given time. Valve assembly shall have safety release conforming to IS 15683. 15)The general operating performance requirements (Minimum Effective Discharge Time, Bulk Range/Throw, Fire Ratings etc) of fire extinguisher shall be in conformance to IS 15683
16) Operating temperature 17) Effective discharge & fire rating	16) Any temperature range is accepted in place of operating temperature mentioned in golden parameter 17) Effective discharge & fire rating mentioned in additional specification will prevail in place of golden parameter

**Product Specification for NBF SAFETY FIRST Portable Fire Extinguishers as per IS 15683 (2018) High Pressure Extinguisher (Service Pressure >19 bar) Carbon Dioxide Based (as per IS 15222) Class -C**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Generic	Conformity to Standard	IS: 15683: 2018 (Latest amendments)
	Type	Stored Pressure
	Extinguishing Media	Carbon Dioxide Based (as per IS 15222)
	Expellant Medium	CO2 Extinguishing Medium
Constructional Material	Type of Extinguisher	High Pressure Extinguisher (Service Pressure >19 bar)
	Material Specification for the body of High Pressure Extinguisher	Steel body (as per latest IS 7285)
	Material Specification for the body of Low Pressure Extinguisher	NA
Construction	Foam Based Extinguishing Media	NA
	Powder Based Extinguishing Media	NA
	Type of Clean Agent for Clean Agent Based Fire Extinguisher (as per CL 5-1-3)	NA
	Name of Clean Agent as per (CL 5-1-3)	NA
	Foam Based Fire Extinguisher Capacity in Liters	NA
	Powder Based Fire Extinguisher Capacity in Kg	NA
	Carbon Dioxide Based Fire Extinguisher Capacity in Kg	4.5
	Water Based Fire Extinguisher Capacity in Liters	NA
	Clean Agents Fire Extinguisher Capacity in Kg	NA
	Water Mist Fire Extinguisher Capacity in Liters	NA
	Weight of Filled Portable Fire Extinguisher	15 kilogram
	Features of Fire Extinguisher	Carrying Handle (Mandatory If Extinguisher having mass $\geq$ 1.5Kg or Cylinder diameter,Safety Devices (Mandatory for High Pressure Extinguisher),Rechargeable,Hose Assemblies (Mandatory If mass or volume of Extinguishing medium > 3 Kg or Litres),NA
	Marking	As per clause 10.2 of IS 15683 (latest)
	Colour Coding Band (As per CL 10-1)	Black (CO2)
	Presssure Gauge Range for Low-Pressure Extinguishers	19 bar
Class of fire for which Fire Extinguisher is suitable	Class -C	
Performance	Operating Temperature (°C)	-30°C to +60°C
	Test Pressure for all Fire extinguisher except CO2	250 bar
	Burst Pressure for all Fire extinguisher except CO2	650 bar
	Minimum Effective discharge time for Fire Extinguisher	11 second
	Fire Rating of different class of fires	55B
	Discharge Range of Class-A and Class-B Fire Extinguisher (As per table 1 of CL 7-2-2) (Hint : $\geq$ 2 in case applicable on Class-A or Class A & B both / $\geq$ 1 in case applicable on Class-B only)	2 meter
Certification	BIS Marking	Yes
	CM/L No With Validity Period	7498397 30/06/2026
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Availability of Test Report from NABL accredited Laboratory
	Test Report No	1755
	Test Report Date	15/06/2019

Name of the lab	AFTRL
Address of the lab	B-3, MANGOLPURI INDUSTRIAL AREA PHASE-II, DELHI-110034
Agreed to furnish all the test reports and certificates to buyer on demand	Yes

उत्पाद का बीआईएस लाइसेंस | BIS license of the product: 7498397

**खरीदार परिभाषित अतिरिक्त विशेषता के लिए | Buyer Defined Additional Specification for NBF SAFETY FIRST Portable Fire Extinguishers as per IS 15683 (2018) High Pressure Extinguisher (Service Pressure >19 bar) Carbon Dioxide Based (as per IS 15222) Class -C**

विनिर्देश   Specification	मूल्य   Value
Following specifications shall prevail: 1)Name of Clean Agent as per (CL 5-1-3) 2)Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	1)NA 2)Availability of Test Report from NABL accredited Laboratory
3)Cylinder Test Certificate and PESO Approval of cylinder & valve assembly. Test Certificate of Discharge Hose, Horn and Valve 4)Internal discharge tube 5)Carrying handle & mounting 6)Construction 7)Shape	3)Required 4)Brass/copper directly connected to control valve 5)Conforming to IS 15683 6)Construction of the cylinder shall be seamless 7)Dome & Dish : Concave
8)Filling requirement 9)Filling Tolerance 10) Filling ration 11) Maximum service pressure 12)Hydraulic test pressure	8)The maximum fill density for CO2 extinguisher shall not exceed 0.75 Kg/Ltr 9)The actual charge of an extinguisher shall be nominal charge within the limit of filling tolerance of (0) but not more than 5 % by mass 10)Not more than 0.667 +-0.033)Not more than 60 kg/cm2 12)250 Kg/cm2
13)Valve assembly & Closures 14)Fire Extinguisher Testing	13)Fire extinguishers shall be fitted with a control valve (Wheel type valve) to permit discontinuance of the discharge of the extinguishing medium at any given time. Valve assembly shall have safety release conforming to IS 15683 14)Fire Extinguishers will be tested as per ONGC approved QAP on the basis of IS 15683: 2018.
15) Performance features 16) Operating temperature 17) Effective discharge & fire rating	15) The general operating performance requirements (Minimum Effective Discharge Time, Bulk Range/Throw, Fire Ratings etc) of fire extinguisher shall be in conformance to IS 15683. 16) Any temperature range is accepted in place of operating temperature mentioned in golden parameter 17) Effective discharge & fire rating mentioned in additional specification will prevail in place of golden parameter

#### शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2023-12-26 15:00:00

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	10.00
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	

#### 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 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

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

I/c Receipt Kalol,  
ONGC, Kalol Stores,  
Kalol,  
GANDHI NAGAR,  
GUJARAT-382721, India

###### 2.3 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.

#### 2.4 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

#### 2.5 Generic

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

#### 2.6 Generic

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST :

12

%

Notification No. and date :

08/2022

dated

13/07/2022

#### 2.7 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.

#### 2.8 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.

#### 2.9 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.

#### 2.10 Scope of Supply:

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

#### 2.11 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.

#### 2.12 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):

Applicable

Post Receipt Inspection at consignee site before acceptance of stores:

Not Applicable

#### 2.13 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.

#### 2.14 Generic

Wherever Essentiality Certificate is applicable (PEL/ML), successful bidder should provide Proforma Invoice for processing for EC application and material should be dispatched after receiving of EC from DGH. In view of the same, an ATC may be incorporated in GeM, viz, "BIDDER/OEM must provide Proforma Invoice for processing for EC application within

45

days from date of issue of GeM Contract and material should be dispatched after receiving of EC from DGH."

#### 2.15 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

#### A. Forms of EMD

**Bidders can submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Oil and Natural Gas Corporation Limited Account No. 0000010257776 699 IFSC Code SBIN0005743 Bank Name State Bank of India Branch address ONGC Chandkheda Branch, Ahmedabad-380005. Bidder to indicate bid number and name of bidder**

ng entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**B. Forms of EMD/PBG/SD/PS**

Successful Bidder can submit the Performance Security in the form of Electronic Bank Guarantee /Payment online through RTGS / internet banking also . On-line payment shall be in Beneficiary name Oil and Natural Gas Corporation Limited Account No. 00000102 57776699 IFSC Code SBIN0005743 Bank Name State Bank of India Branch address ONGC Chandkheda Branch, Ahmedabad-380005.. 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.

For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

PAN	AAAC01598A
Name	Oil and Natural Gas Corporation Limited
Date of Incorporation	23.06.1993
Email ID	nayan_niraj@ongc.co.in
Contact No.	9968282271
Legal Constitution	Entity
Registered office address	Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70
Registered office address Pin code	110070
Communication address	ONGC, Shared Service Center, 1 <sup>st</sup> Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
Communication Address Pin code	201309

**c. PAYMENT AND BILLING :**

Vendor invoice management system (VIMS) is implemented in ONGC for submission and processing of invoices. As such, the contractor shall submit digitally signed invoice/GeM invoice through VIMS Portal (<https://vims.ongc.co.in/>) in addition to GeM portal, which is the preferred mode of submission of Invoice along with other supporting documents viz. delivery challan, QCC, warranty/guarantee certificate, E- way bill & any other document as applicable. Bills/documents received without digital signature & supporting documents shall not be entertained / considered for payment. To facilitate processing of the invoices the invoice should include following details: a) Vendor No. b) PO/Contract No. (if applicable) c) Invoice No.(s) and date(s) d) Invoice value and currency e) Mobile no. and E-mail ID.

**Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be uploaded in VIMS Portal by logging-in with the help of Vendor Code.**

**However, in case supplier/contractor is not able to submit/upload the Invoice through VIMS portal as mentioned above, Invoice along with supporting documents can also be submitted/uploaded in the following way:-**

**1 . EMAIL channel: Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be submitted by sending these documents to a designated emailid: [ap\\_invoices@ongc.co.in](mailto:ap_invoices@ongc.co.in)**

**Ten (10) digit PO or Contract number should be clearly mentioned in the invoice. For submitting the invoices through VIMS Portal and Email channel, following must be ensured:**

- i) Invoices should be system generated and no hand written invoices shall be allowed.**
- ii) Invoice should be e-invoice in terms of GST Law or the digitally signed invoice only.**
- iii) Invoices need to be scanned at a minimum of 300 dpi, preferably in color.**
- iv) Invoices should be in PDF format only.**

v) For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).

vi) A regular format must be maintained in which invoices are being submitted in ONGC.

vii) Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.

viii) In case, Email channel is being followed, separate mail should be sent for each invoice.

**Note: Invoices submitted for payment should be e-invoice in terms of GST Law or the digitally signed invoice only. No physical invoice shall be accepted for payment.**

Following evaluation criteria and Special Conditions of Contract (SCC) shall prevail in the instant case.

A.	<p><b>VITAL CRITERIA FOR ACCEPTANCE OF BIDS:</b></p> <p>Bidders are advised not to take any exception/deviations to the bid document. However, if there are any exceptions/ deviations along with suggested changes, these are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC, after processing such suggestions, may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.</p> <p>However, during evaluation of bids, ONGC may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.</p>
B.1	<p><b>REJECTION CRITERIA</b></p> <p>Technical rejection criteria</p> <p>The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:</p> <p>1. Bid should be complete in all aspects covering entire scope of job/ supply and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/ literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.</p>
B.1.2 (a)	<p>Manufacturer's experience:- In case the bidder is a manufacturer of the offered equipment / item, he should satisfy the following along with documentary evidence, which should be enclosed along with the techno-commercial bid:</p> <p><b>(a) Minimum 03 years of experience of manufacturing Fire Extinguishers being used in Fire Fighting Operations.</b></p> <p>[The period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.]</p>
B.1.2 (b)	<p><b>(b) Should have manufactured and supplied minimum 50% of the required quantity of Fire Extinguishers of each type during last 03 Years in Municipal Fire Services/State Fire Services / State Government / Public Sector Units / Upstream or downstream petroleum / Petrochemical Industries.</b></p> <p>[The period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid.]</p>
	<p>Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - (i) Satisfactory Inspection report (OR) (ii) Satisfactory supply completion / Installation report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT/GST (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p>
B.2.1	<p>In case the bidder is not a manufacturer, then the bidder is required to <i>submit</i> documentary evidence in respect of the above 2 (a) and 2(b) of the concerned manufacturer (<i>having supplied such items either by manufacturer himself or his distributor</i>), along with the techno-commercial bid.</p>
B.2.2	<p>2.2 Bidders, who have successfully executed development order for Fire Extinguishers for firefighting purposes placed by ONGC/OIL pursuant to successful field trial testing would be considered as established source of supply and in that case, documents for satisfying BEC Clause B.1.2(a) and B.1.2(b) are not required to be submitted. However, such bidders shall submit the certificate towards satisfactory execution of development order pursuant to successful field trial testing along with the techno-commercial bid.</p> <p>For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only.</p>

	- - <b>Note:</b> Start-ups, even after successful execution of development order, shall be required to meet experience requirement as stipulated in tender in full and no relaxation from 'Prior experience Criteria' will be provided.
B.3	3. Bidders should have the required facilities for testing the quoted equipment/material as per International standards at their premises and also agree to inspection by ONGC or any other agency nominated by ONGC. In case the bidder is not the manufacturer, a certificate from the manufacturer to the effect that the manufacturer possesses the required facilities for testing the quoted equipment/ material should be enclosed along with the techno-commercial bid.
B.4	Bidder should furnish an undertaking for the product/ service support along with uninterrupted and timely supply of spare parts for at least Three (03) years for the quoted model. The bidder must give details of their after sales service support/ repair services that will be provided by them.
B.5	Applicable in tenders for purchase of capital equipments) (a) Bidder must furnish the following undertakings from the Original Equipment Manufacturer(s), alongwith his bid: (i) The OEM shall provide the maintenance / service / calibration facilities in India, for all the equipments to be supplied under the contract, if awarded to him by ONGC. (ii) The bidder shall indicate the source of their bought out items and also the names of the original equipment/materials manufacturer for the major components. The OEM shall guarantee the 'lifetime supply' (i.e. 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) of spares for all the equipments to be supplied under the contract, if awarded to him by ONGC. (iii) The OEM undertakes to enter into Annual Maintenance Contract for 'lifetime' (i.e. 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) for all the equipments to be supplied under the contract, if awarded to him by ONGC. In case the OEM declines / fails to honour any of his above commitments, business dealings with such OEM shall be considered for banning from future business dealings.

**Special Condition of Contract (SCC)**

1. **Delivery period:** Material is to be delivered on FOR destination basis as per NOA/PO/GeM Contract terms within 60 days from date of issue of GeM Contract/Notification of Award/ Purchase Order whichever is earlier.
2. **Inspection:** Inspection shall be carried out jointly by the representative of Quality Assurance Department (QAD) of ONGC and Fire Services. Manufacturer's Quality Assurance Plan (QAP) must be submitted within 15 days of placement of GeM Contract/NOA/PO. ONGC will then either approve or request for changes within 7 working days. In case of any changes requested by ONGC, vendor must respond with correct and complete QAP in all respects within 5 working days.  
  
Once the material is ready for inspection, Vendor shall give inspection call to ONGC. Inspection shall be carried out as per the technical inspection and approved QAP.
- D. **Essential Certificate (EC) :** After issuance of Quality Clearance Certificate (QCC), by the inspection authority, vendor shall submit the Proforma invoice to ONGC Ahmedabad Asset within 2 days through Email. The Proforma Invoice has to be in line with PO. Delay in providing the correct/accurate Performa invoice shall be in vendor's account. ONGC to arrange EC (essentiality certificate) within 15 days of date of receiving of correct Performa invoice. ONGC to send the scan copy EC through Email to vendor. NO LD shall be applicable for delay in providing EC by ONGC to vendor. Date of email correspondence shall be treated as date of request/ receipt of EC. Material is only to be dispatched only after receiving of ECIN number.
- E. **Warranty/Guarantee:** Material Supplied shall be guaranteed against any defect or workmanship for a period of 12 months from the date of final acceptance of goods

**2.16 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.

**2.17 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.

**2.18 Warranty:**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

**2.19 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.

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।

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