

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687755751445

अनुबंध तिथि | Generated Date : 05-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4597671](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU	पद Designation : buycon715ongclgj
मंत्रालय Ministry : Ministry of Petroleum and Natural Gas	संपर्क नंबर Contact No. : -
विभाग Department : NA	ईमेल आईडी Email ID : buycon715.ongcl.gj@gembuyer.in
संगठन का नाम Organisation Name : Oil and Natural Gas Corporation Limited	जीएसटीआईएन GSTIN : 24AAACO1598A4ZQ
कार्यालय क्षेत्र Office Zone : 380005	पता Address : ONGC ,WSS campus,BEHIND IRS BUILDING,CHANDKHEDA, AHMEDABAD, GUJARAT-380005, India

निरीक्षण का प्रकार Type of Inspection: Post Dispatch	निरीक्षण का स्थान Place of Inspection: Inspection To be conducted at Consignee location
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गुणवत्ता आश्वासन योजना के लिए कृपया बोली देखें | For Quality Assurance Plan please refer to the bid GEM/2024/B/4597671

निरीक्षण एजेंसी / प्राधिकरण | Inspection Agency/ Authority: CONCERNED
ONGC QUALITY ASSURANCE DEPARTMENT

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No	Role: CONSIGNEE
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: CGM(P)-WSS (L3-LEVEL)	
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: GM(F&A)	

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : G7SY210002820607
कंपनी का नाम Company Name : OSKAR INDUSTRIES
संपर्क नंबर Contact No. : 08866221646
ईमेल आईडी Email ID : info@oskovalves.com
पता Address : PLOT NO G-531/A, LODHIKA GIDC,BEHIND PATEL BRASS,METODA,Village/Town:- KISHAN GATE, City:- RAJKOT, RAJKOT, GUJARAT-360021, India
एमएसएमई सत्यापित MSME verified : Yes
एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-GJ-20-0016437
एमएसएमई सामाजिक श्रेणी MSE Social Category : General
एमएसएमई लिंग श्रेणी MSE Gender : Male
जीएसटीआईएन GSTIN: 24AAAF03665R1ZS

*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 : Delivery Instruction as per GeM Bid Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address WSS Store, ONGC Saij Village, Taluka Kalol, Dist Gandhinagar, Gujarat PIN-382721

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 : 4" Butterfly Valves ब्रांड Brand : OSKO ब्रांड प्रकार Brand Type : Registered Brand 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 : 4" Butterfly Valves (Q3) मॉडल Model: 4" Butterfly Valves एचएसएन कोड HSN Code: HSN not specified by seller	62	pieces	1,614	NA	100,068

कुल ऑर्डर मूल्य | Total Order Value (in INR) 100,068

निरीक्षण अधिकारी | Inspection Officer:
नाम | Name: ONGC QAD AHMEDABAD
ईमेल | E-mail: qad_amd@ongc.co.in
संपर्क | Phone: 079-27515528

परोषिती विवरण | Consignee Detail

क्र.सं. S.No	परोषिती 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 : buycon715.ongcl.gj@gembuyer.in संपर्क Contact :- जीएसटीआईएन GSTIN : 24AAAC01598A4ZQ पता Address : ONGC ,WSS campus,BEHIND IRS BUILDING,CHANDKHEDA, AHMEDABAD, GUJARAT-380005, India	4" Butterfly Valves	-	62	05-Apr-2024	04-Jul-2024

Auto CRAC Days : 60

Product Specification for 4" Butterfly Valves

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/47/43/385/CatalogAttrs/SpecificationDocument/2024/2/29/2024_02_29_18_20_10_technical_specifications_of_4_i_2024-02-29-18-20-12_b598ef2f41aa ec01355f44b6442c8495.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/8975524/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/7/technical_specifications_of_4_inch_butterfly_valves_2024-02-07-14-41-46_a1df3e692020f10015bc762ee457529b.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.ro. Items
1	Technical Specifications View	Technical Specifications for 4" Butterfly Valves	4" Butterfly Valves(62)

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 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

WSS Store,
ONGC Saij Village,
Taluka Kalol,
Dist Gandhinagar,
Gujarat PIN-382721

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*

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 1 year 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.

2.6 *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

2.7 *Generic*

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

2.8 *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.

2.9 *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 *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

30

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

2.11 *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.

2.12 *Scope of Supply:*

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

2.13 *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 15 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.

2.14 *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.

2.15 *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.

2.16 *Warranty:*

Warranty period of the supplied products shall be 1 years 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.

2.17 *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):

NO

Post Receipt Inspection at consignee site before acceptance of stores:

YES, CONCERNED QAD-ONGC at Buyer's Premises

2.18 Purchase Preference (Centre):

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

2.19 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 :

40/2022

dated

13/07/2022

2.20 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.

2.21 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.

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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