

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687744841971

अनुबंध तिथि | Generated Date : 19-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4559780](#)

संगठन विवरण | Organisation 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 : 394518

खरीदार विवरण | Buyer Details

पद | Designation : Durubesula Rupesh Kumar
संपर्क नंबर | Contact No. : 0261-2875851-
ईमेल आईडी | Email ID : buyer570.ongcl.gj@gembuyer.in
जीएसटीआईएन | GSTIN : 24AAACO1598A4ZQ
पता | Address : ONGC, HAZIRA PLANT, BHATPORE, SURAT, SURAT, GUJARAT-394518, India

निरीक्षण का प्रकार | Type of Inspection: Pre

Dispatch

गुणवत्ता आश्वासन योजना के लिए कृपया बोली देखें | For Quality Assurance Plan please refer to the bid GEM/2024/B/4559780

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

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval: General Manager (Chemistry)
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : CM(F & A)

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO
भुगतान का तरीका | Payment Mode: ONGCOnline
पद | Designation : ONGCHZRFIN2
ईमेल आईडी | Email ID : pao2.ongc.agtl@gembuyer.in
जीएसटीआईएन | GSTIN : 24AAACO1598A4ZQ
पता | Address : ONGC, HAZIRA PLANT, BHATPORE, SURAT, Surat, GUJARAT-394518, India

विक्रेता विवरण | Seller Details

जेम विक्रेता आईडी | GeM Seller ID : 1CF4180000456421
कंपनी का नाम | Company Name : PARSHWA ENTERPRISES
संपर्क नंबर | Contact No. : 09376140576
ईमेल आईडी | Email ID : parshwa241@hotmail.com
पता | Address : 24,,KALPTARU SOCIETY,MIRAMBICA ROAD,NARANPURA, Ahmedabad, GUJARAT-380013, -
एमएसएमई सत्यापित | MSME verified : No
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-GJ-01-0197750
एमएसई सामाजिक श्रेणी | MSE Social Category : General
एमएसई लिंग श्रेणी | MSE Gender : Female
जीएसटीआईएन | GSTIN: 24AMSPS2424E1Z0 (B), (R)

*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 : N2 Generator ब्रांड Brand : Peak Scientific Instruments Ltd 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 : N2 Generator (Q3) मॉडल Model: PRECISION NITROGEN TRACE एचएसएन कोड HSN Code: 84213920	3	pieces	1,298,000	NA	3,894,000

कुल ऑर्डर मूल्य | Total Order Value (in INR)

3,894,000

निरीक्षण अधिकारी | Inspection Officer:

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

Place of Inspection:

पता|Address: Peak Scientific Instruments Ltd Fountain Crescent, Inchinnan, Business Park, PA4 9RE, Scotland U.K

नाम|person name: HEMAL SHAH

संपर्क नंबर|contact number: 9978640576

प्रेषिती विवरण| Consignee Detail

क्र.सं. S.No	प्रेषिती 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 : buycon30.ongc.surat@gembuyer.in संपर्क Contact : 0261-2875879-5879 जीएसटीआईएन GSTIN : 24AAAC01598A4ZQ पता Address : ONGC, HAZIRA PLANT, BHATPORE, SURAT, SURAT, GUJARAT-394518, India	N2 Generator	-	3	19-Apr-2024	12-Jul-2024

Product Specification for N2 Generator

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

व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for N2 Generator

सेवा वर्ष Service Year	सीएमसी प्रतिशत CMC Percentage	कर द्विभाजन Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	4%	NA
CMC charges for 2 nd year after warranty period in % of cost of equipment	5%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	6%	
CMC charges for 4 th year after warranty period in % of cost of equipment	7%	
CMC charges for 5 th year after warranty period in % of cost of equipment	8%	

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/36/27/071/CatalogAttrs/SpecificationDocument/2024/2/27/2024_02_27_20_48_00_precision-nitrogen-trace-600-n2_2024-02-27-20-48-14_ac50ba0847e2cfd80259f858dce4f1a5.pdf
---	--

खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/9307664/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/31/technical_specification_for_nitrogen_generator_2024-01-31-16-19-05_206640ef054c093a253f11729dd08aae.pdf
--	---

सीएमसी के लिए अतिरिक्त खंड | Additional Clauses for CMC

- CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- GST shall be included in the CMC Charges quoted.
- Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.
- In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
- The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.
- Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:
 - CMC charges for 1st year after warranty period- Percentage to be indicated- A1
 - CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
 - CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period – Percentage to be indicated- A4

CMC charges for 5th year after warranty period – Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \{(A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4})\}$ and so on

C – Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00
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

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

2.3 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

2.4 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.

2.5 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.

2.6 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2.7 Warranty:

Warranty period of the supplied products shall be 2 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.

2.8 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.

2.9 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.

2.10 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Oil and Natural Gas Corporation Limited

Account No.

10395064481

IFSC Code

SBIN0001947

Bank Name

State Bank of India

Branch address

BHATPORE

. Bidder to indicate bid number and name of bidding 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 along with bid.

2.11 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Oil and Natural Gas Corporation Limited

Account No.

10395064481

IFSC Code

SBIN0001947

Bank Name

State Bank of India

Branch address

BHATPORE

. 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.

2.12 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Bid Evaluation Criteria

The following experience criteria, past performance and technical specification clause shall be applicable for this tender and shall supersede any other clause regarding the subject matter in the bid document:

A Technical Bid Evaluation Criteria

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes 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.

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.

B Rejection Criteria

B.1 Technical Rejection Criteria:

The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:

B.1.1 Bid should be complete in all aspects covering the entire scope of supply and should conform to all the parameters

of technical specification of 'Nitrogen Generator' as indicated in the bidding document duly supported with technical catalogues/ literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.

B.1.2 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:

- a. The bidder should have a minimum of 03 (Three) years of experience of manufacturing the similar equipment / tendered equipment (Nitrogen Generator) [For this purpose, the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid].
- b. The bidder should have manufactured, supplied & successfully installed/ commissioned a minimum 01 number of similar equipment /tendered equipment (Nitrogen Generator) to any company and/or any industry and/or any lab and/or any institute and/or any organisation during the last 05 (Five) years . [For this purpose, the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid].

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 following 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. (Submitted PO details i.e. PO number and date should be mentioned in the documentary evidence submitted against the PO)

1.2.1 In case bidder is not a manufacturer then the bidder is required to submit documentary evidence in respect of the above B.1.2 (a) and B.1.2 (b) of the concerned manufacturer (having supplied similar equipment /tendered equipment (Nitrogen Generator) either by manufacturer himself or his distributor), along with the techno-commercial bid.

1.2.2 Bidders, who have successfully executed development order for similar equipment /tendered equipment (Nitrogen Generator) 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.

For Development Order issued by ONGC after 02.12.2020, such certificate should have been issued by Head INDEG only.

1.2.3 In case Start-up bidder has successfully executed Purchase Order placed by ONGC/OIL/IOCL/HPCL/BPCL/GAIL for similar equipment /tendered equipment (NITROGEN GENERATOR) and the material supplied has been used in field satisfactorily, then such Start-up bidders will be considered meeting experience criteria as per BEC Clause B.1.2 (a) and B.1.2 (b). In this regard, bidder shall submit copy of purchase order/contract along with supporting document towards having used the material satisfactorily in the fields.

If bidder is a Start-up (Definition of "Startup" shall be as per Gazette Notification G.S.R. 127(E) dated 19.02.2019 (as amended) of Govt. of India) and willing to avail the relaxations as stipulated in tender document, then they should submit the following documents:

- i. Registration Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT), earlier known as Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce, certified by Start-up Director/Partner.
- ii. A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as Manufacturer of the quoted item (in case of procurement of Goods)/ Provider of quoted services (in case of procurement of services) and not as a trader/dealer/distributor.

B.1.3 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 of the similar equipment /tendered equipment (Nitrogen Generator) should be enclosed along with the techno-commercial bid.

B.1.4 Bidder must furnish the following undertakings from the Original Equipment Manufacturer(s) along with his Bid:

- i. The OEM shall provide the maintenance/Service/Calibration facilities in India, for the equipments to be supplied under the contract, if awarded to the bidder by ONGC.
- ii. The Bidder shall indicate the source of their bought out items and also the names of the Original equipment 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 in to "Comprehensive Annual Maintenance Contract" for LIFE TIME (i.e. 7 Years in case of Electronic Equipment/items and 10 Years in case of Mechanical Equipment/items) for the equipments to be supplied under the Contract, if awarded to him by ONGC

In case the OEM declines/fails to honor any of his above commitments, business dealings with such OEM shall be considered for banning from future business dealings.

B.1.5 POST WARRANTY CAMC (With Spares):

Bidder must quote separately for post warranty CAMC for a period of 5 (Five) years as per Price format. The quoted cost for Post warranty CAMC for a period of 5 years, will also be considered for the price evaluation. Though ONGC reserves the right to place order for CAMC on the quoted rates. Separate work order will be issued for CAMC after expiry of Warranty period in favor of Bidder.

2. Special Conditions and Scope of Supply of similar equipment /tendered equipment (Nitrogen Generator)

1. The equipment should be supplied as per the tendered specification and scope of supply at QPCL, Hazira.

2. The equipment shall be supplied with all the necessary consumables/accessories, tubing, connection etc. as per mention ed in the specification to run the instrument.
- (a) All the necessary consumables/accessories, tubing, connection etc. as per mentioned in the specification shall be supplied each and every year during warrantee period (02 years from installation).
- (b) All the necessary consumables/accessories, tubing, connection etc. as per mentioned in the specification shall be supplied each and every year during CAMC period (05 years from the date of expiry of Warrantee period).
3. The item shall be new and a certificate/undertaking of latest manufacturing should be attached with the Bid.
4. The instrument should fully comply with enclosed tendered specification.
5. The Instrument should be suitably packed in sturdy, durable and weather proof packing as to avoid any transit damage with clear earmarking of top and bottom position.
6. The supply should include manufacturer's Compliance Certificate that parts/spares supplied are complied to the requirement of relevant test method.
7. Being glass parts (if any), suitable packing should be used to withstand the air and road shipment till FOR ONGC, Hazira warehouse.
8. Warrantee and Guarantee certificates for minimum 24 months from date of installation. The vendor must provide all the required spares & consumables during warrantee period.
9. The successful bidder shall install and commission the equipment at QPCL, ONGC Hazira Plant, Surat to the entire satisfaction of the ONGC representative by demonstrating the equipment features, operation, routine maintenance, calibration and analysis of samples. The completion period for installation and commissioning will be 15 days from the date of intimation by QPCL, ONGC. HAZIRA.
10. Delivery Schedule of Equipment:
- a) Bidder shall supply equipment within 12 weeks reckoned from date of NOA/PO
- b) However date of receipt of material at destination after satisfactory inspection at source shall be considered date of delivery.

3. Scope of Work for CAMC (With Spares & Consumables) for Nitrogen Generator

General:

Hiring of Comprehensive Annual Maintenance Services contract (Preventive & Breakdown) from OEM authorized service provider (OES) for tendered equipment.

Period of CAMC: Five years from the date of expiration of warranty period.

Type of CAMC: Preventive & Breakdown maintenance services.

Scope of Work

Maintenance service:-

The following services will be provided by the OES during CAMC but not limited to the following:

- Preventive maintenance (Twice a Year)
- Breakdown maintenance. (As and when Required)

1.1 After repair the original configuration in terms of instrument shall be restored.

1.2 After repair/maintenance of the instrument, service engineer of OES shall submit detail report on the repair carried out on the instrument.

Preventive maintenance:

The service engineer will visit the site twice a year to carry out preventive maintenance activities. During preventive maintenance, maintenance activities of the equipment such as system health check, cleaning, inspection, calibration testing and checking the various functions of the instrument and configuration if required, will be carried out to ensure optimum performance of the instrument. During the visit, he will co-ordinate with the lab In-charge and discuss in detail operational problem and take corrective action.

Breakdown maintenance:

During any breakdown, the OES shall have to attend emergency breakdown calls within 03 working days without any restrictions.

Term and Conditions of Services:

- a. To provide services for maintenance (preventive & breakdown) of above mentioned equipment at QPCL, Hazira Plant, ONGC, Surat. The maintenance services envisaged but not limited to is as follows:
1. Inspection, health check, cleaning, servicing, performance check, Calibration and testing of the equipment, trouble shooting, repair & maintenance of hardware & software part of instruments.
 2. Demonstration of equipment performance after maintenance/ calibration by analysis of reference standards in presence of designated representative of Head-QPCL.
- b. Comprehensive Annual Maintenance Contract which covers two preventive maintenance visits & breakdown (as per requirement) visits during the CAMC period of 5 years.
- c. All the spares & Consumables required for preventive & breakdown maintenance of tendered equipment are covered under the scope of this CAMC and to be provided by bidder without any additional charge/cost.
- d. The OES will be responsible for arranging all tool kits / test of instrument that may be required for carrying out the maintenance job. While visiting the laboratory, they should carry the required tools.
- e. Preventive maintenance visits shall be availed normally at regular intervals, however depending on the work requirement the preventive maintenance visits schedule can be changed.

- f. In case of a breakdown of the equipment, the breakdown service call shall have to be attended within Three (03) working days from the date call intimated by means of Fax / Letter / e-mail.
- g. The visit will be treated as complete only when the job has been carried out to the satisfaction of I/c Lab/ designated representative of Head-QPCL.
- h. OES should depute trained & experienced Service Engineer fully conversant with the functioning/service/maintenance of the equipment under scope for attending the job
- i. Service visit should be planned on mutually acceptable dates.
- j. The payment of CAMC will be made on half yearly basis after satisfactory completion of schedule preventive maintenance duly certified by user section.

Penalty clause:

1. The preventive maintenance has to be done every six months as per mutually agreed schedule. For any delay beyond agreed schedule penalty @1/2% of average annual contract value (excluding applicable GST) per week or part of the week of delayed period as pre estimated damages not exceeding 10% of average annual contract(excluding applicable GST) value without any controversy/dispute of any sort whatsoever.

2. For breakdown maintenance, any delay beyond five working days will attract penalty @ Rs 500/- per day till the actual visit of the technician / representative of the company.

4. Invoice Submission:

GST invoice and other supporting documents after delivery of material to be submitted through following two online modes: (i) VIMS Internet Portal: Vendors to upload GST invoice and supporting documents at portal <https://vims ONGC.co.in>. Upload every invoice in portal independently or (ii) E-MAIL Channel: Vendors may send the invoices to designated email ID: ap_invoices@ongc.co.in and mention the key word "INVOICE" anywhere in Email subject line.

5. Input Tax Credit:

Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods, while quoting the prices. Bidder should submit undertaking to provide necessary compliances/Invoices/documents, for enabling ONGC to avail Input tax credit benefits under GST legislation (Not applicable for bidder under composition levy of the GST legislation). Further, the Bidders shall undertake to provide all the necessary compliances/invoice/documents for enabling ONGC to avail Input tax credit benefits, in respect of the payments of GST which are payable against the contract (if awarded). The Supplier should provide tax invoice issued under GST legislations. The Bidders should upload the details of the invoices raised on ONGC on the GST Network within the prescribed time limits and undertake to adhere to all other compliances under the GST regulations/legislations. In case any credit, refund or other benefit is denied or delayed to ONGC due to any noncompliance of GST legislation by the bidder such as failure to upload the details of the supply on the GSTN portal, failure to pay GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the bidder, the bidder would reimburse the loss to ONGC and/ or ONGC may recover the same, but not limited to, the tax loss, interest and penalty.

Specification Bid Matrix for Nitrogen Generator:

Bidder must submit duly filled following bid matrix along with the techno-commercial documents:

Sl. No	Clause	Confirmation	Remarks
	SCOPE & APPLICATION		
1	Whether the instrument is suitable for using as an ideal on-site source of pure and dry Nitrogen gas for Polarograph, PIONA instrument operation.	Yes / No	
	GENERAL FEATURES		
2.	Whether the instrument is microprocessor based, compact, reliable, easy to operate and low maintenance.	Yes / No	
3.	Whether the instrument is new and with latest software.	Yes / No	
4.	Whether the instrument complies with following technical point that Gas generation should take place only on demand. A stop valve should be provided to cut off supply.	Yes / No	

5.	Whether the instrument is capable to indicate Any leakage of the gas, malfunctioning of the equipment by audio visual alarm.	Yes / No	.
6.	Whether All the wetted and non-wetted parts should be corrosion resistant as well as of rust proof material.	Yes / No	
7.	Whether the instrument will be supplied with all the necessary consumables, tubing, connections etc. to run the instrument.	Yes / No	-
8.	Whether All the necessary consumables/accessories, tubing, connection etc. as per mentioned in the specification shall be supplied each and every year during warranty period (02 years from installation).	Yes / No	-
9.	Whether All the necessary consumables/accessories, tubing, connection etc. as per mentioned in the specification shall be supplied each and every year during CAMC period (05 years from the date of expiry of Warranty period)	Yes / No	-
10.	Whether the instrument has suitable filtration system to remove moisture, oil, hydrocarbon and particles from generated gas.	Yes / No	-
11.	Whether the instrument is certified for FCC or CSA or UL for safety purpose.	Yes / No	-
TECHNICAL FEATURES			
TECHNICAL SPECIFICATION			
12.	Whether the instrument complies with minimum requirement of purity i.e. Nitrogen gas: 99.9995 % or better. Total Hydrocarbon: 0.1 ppm or less. Particles: 0.01 microns or less	Yes / No	-
13.	Whether the instrument complies with requirement of Oil free and noiseless, in-built or stackable compressor for inlet gas supply of required pressure. Overall noise level should be <55 dB.	Yes / No	-
14.	Whether the instrument complies with flow rate of Minimum 600 ml/minute.	Yes / No	-
15.	Whether the instrument complies with Outlet pressure of 5 bar (minimum) with a variable pressure regulator.	Yes / No	-
16.	Whether the instrument complies with Outlet fitting of 1/4" or 1/8" OD brass / SS 316 fitting type	Yes / No	-
17.	Whether the system of the instrument is capable for future upgrade to parallel connect and to make higher flow based on requirement.	Yes / No	-
18.	Whether the instrument has Display facility for instrument and compressor status like flow rate / internal tank or outlet pressure.	Yes / No	-
19.	Whether the instrument complies with safety parameters like Audio/Visual indications for leakage of gas or malfunctioning of the equipment.	Yes / No	-
20.	Whether the instrument supports the power supply of 230 ± 10 V, 50/60 Hz, Single phase AC.	Yes / No	-

21.	Whether a name plate bearing following information securely stamped/stenciled or through a metallic plate tagged on the body of the equipment/item. a. Manufacturer's name. b. Model number. c. Serial number d. Any other information.	Yes / No	-
22.	Whether operation/ Maintenance manual, literature, drawings & other relevant documents to be provided with the equipment.	Yes / No	-
23.	Whether the instrument will be supplied with all essential spares/consumables, essential tool /kits etc. for routine maintenance.	Yes / No	-
24.	Whether the instrument will be packed in sturdy, durable & weather proof packing to avoid any transit damage	Yes / No	-
25.	Whether the instrument will be supplied with Warrantee / Guarantee certificates for minimum 24 months from date of installation at ONGC Hazira	Yes / No	-
26.	Whether the bidder has quoted for 5 years CAMC charges after successful completion of warranty period. CAMC shall include supply of all essential accessories and spares.	Yes / No	-
27.	Whether the instrument be supplied with following certificates: a. Warranty / Guarantee certificates Manufacturing Test Certificates b. FCC/CSA/UL certificate	Yes / No	-
28.	Whether the Satisfactory installation clause i.e. Vendor to submit satisfactory installation and commissioning report after installing and commissioning of the equipment is acceptable or not.	Yes / No	-

Technical Bid Matrix for Nitrogen Generator:

Bidder must submit duly filled following bid matrix along with the techno-commercial documents:

Sl.No.	Technical evaluation parameter	Bidder's Response
B.1.1	Bid should be complete in all aspects covering the entire scope of supply and should conform to all the parameters of technical specification of 'Nitrogen Generator' as indicated in the bidding document duly supported with technical catalogues/ literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.	Submitted Not Submitted
B.1.2	<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>a. The bidder should have a minimum of 03 (Three) years of experience of manufacturing the similar equipment /tendered equipment (Nitrogen Generator) [For this purpose, the period reckoned shall be the period prior to the originally scheduled date of opening of the techno-commercial bid].</p> <p>b. The bidder should have manufactured, supplied & successfully installed/ commissioned a minimum 01 number of similar equipment /tendered equipment (Nitrogen Generator) to any company and/or any industry and/or any lab and/or any institute and/or any organisation during the last 05 (Five) years . [For this purpose, 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 following 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. (Submitted PO details i.e. PO number and date shown)</p>	Submitted Not Submitted

	uld be mentioned in the documentary evidence submitted against the PO).	
B.1.2.1	<p>In Case the Bidder is not a Manufacturer, Bidder's Experience as per BEC clause B.1.2.1</p> <p>i) Confirm whether the bidder is a sole selling agent/authorized distributor/ authorized dealer/authorized supply house of the same manufacturer whose product is being offered?</p> <p>ii) In case <u>bidder is not a manufacturer</u> then the bidder is required to <i>submit</i> documentary evidence in respect of the above B.1.2 (a) and B.1.2 (b) of the concerned manufacturer (<i>having supplied</i> similar equipment /tendered equipment (Nitrogen Generator) <i>either by manufacturer himself</i> or his distributor), along with the techno-commercial bid.</p>	<p>Submitted</p> <p>Not Submitted</p>
B.1.2.2	<p>Bidders, who have successfully executed development order for similar equipment /tendered equipment (Nitrogen Generator) 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>	<p>Submitted</p> <p>Not Submitted</p>
B.1.3	<p>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.</p> <p>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.</p>	<p>Submitted</p> <p>Not Submitted</p>
B.1.4	<p>In case Start-up bidder has successfully executed Purchase Order placed by ONGC/OIL/IOCL/HPCL/BPCL/GAIL for similar equipment /tendered equipment (Nitrogen Generator) and the material supplied has been used in field satisfactorily, then such Start-up bidders will be considered meeting experience criteria as per BEC Clause B.1.2 (a) and B.1.2 (b). In this regard, bidder shall submit copy of purchase order/contract along with supporting document towards having used the material satisfactorily in the fields.</p> <p>If bidder is a Start-up (Definition of "Startup" shall be as per Gazette Notification G.S.R. 127(E) dated 19.02.2019 (as amended) of Govt of India) and willing to avail the relaxations as stipulated in tender document, then they should submit the following documents:</p> <p>(i) Registration Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT), earlier known as Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce, certified by Start-up Director/Partner.</p> <p>(ii) A declaration from the Directors/Partner of the start-up stating that bid is submitted by Start-up as Manufacturer of the quoted item (in case of procurement of Goods)/ Provider of quoted services (in case of procurement of services) and not as a trader/dealer/distributor</p>	<p>Submitted</p> <p>Not Submitted</p>
B.1.5	<p>Bidder must furnish the following undertakings from the Original Equipment Manufacturer(s) along with his Bid:</p> <p>(i) The OEM shall provide the maintenance/Service/Calibration facilities in India, for the equipments to be supplied under the contract, if awarded to the bidder by ONGC.</p> <p>(ii) The Bidder shall indicate the source of their bought out items and also the names of the Original equipment manufacturer for the major components.</p> <p>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.</p> <p>(iii) The OEM undertakes to enter in to "Comprehensive Annual Maintenance Contract" for LIFE TIME (i.e. 7 Years in case of Electronic Equipment/items and 10 Years in case of Mechanical Equipment/items) for the equipments to be supplied under the Contract, if awarded to him by ONGC</p> <p>In case the OEM declines/fails to honor any of his above commitments, business dealings with such OEM shall be considered for banning from future business dealings.</p>	<p>Submitted</p> <p>Not Submitted</p>

B.1.6	POST WARRANTY CAMC (With Spares) : Bidder must quote separately for post warranty CAMC for a period of 05 (Five) years as per Price format. The quoted cost for Post warranty CAMC for a period of 5 years, will also be considered for the price evaluation. Though ONGC reserves the right to place order for CAMC on the quoted rates. Separate work order will be issued for CAMC after expiry of Warranty period in favor of Bidder	Submitted Not Submitted
--------------	--	--------------------------------

Commercial BID Matrix for Nitrogen Generator.

Bidder must fill the commercial bid matrix completely, sign it, stamp it and submit it with bid documents.

Sl.No.	Description	Bidder' s response
1.	If you are registered in ONGC, please mention your ONGC vendor code.	
	If not, whether you have submitted the following documents 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.	Submitted Not Submitted
2.	Whether the bidder has submitted bid security of requisite amount as per tender condition(s)?	Confirmed Not Confirmed
3.	If bid security has not been submitted then whether the bidder has submitted requisite acceptable documents to establish that the bidder is eligible for exemption from the submission of Bid security?	Confirmed Not Confirmed
4.	Whether the bidder confirms that all tender conditions are acceptable to them and no deviation has been sought in the bid?	Confirmed Not Confirmed
5.	Whether the Bidder undertakes to provide all the necessary compliances /Invoice /documents required under GST legislation for enabling ONGC to avail Input tax (GST) credit?	Confirmed Not Confirmed
6.	The quoted GST in terms of % for equipment	_____ %
7.	The quoted GST in terms of % for CAMC	_____ %

Important Note:

- Completion period of 84 days is inclusive of up to 7 calendar days to be taken by ONGC for inspection of the item before dispatch.**
- EMD Exemption: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid.**

Under MSE category, Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- EMD (bid security)/ Security deposit can be obtained in any one of the modes, i.e., NEFT, RTGS, electronic fund transfer or e-BG to the designated account of ONGC as mentioned in the tender document.**
- Bid security and security deposit in the form of bank draft/cashier's/Banker's cheque are not acceptable.**
- In case Bank Guarantee is to be submitted against Bid Security/ Security Deposit, only e-BG (Electronic Bank Guarantee) shall be accepted. No physical Bank Guarantee shall be accepted against Bid Security/ Security Deposit. The following are the details of ONGC for submission of e-BG towards bid security/performance security.**

(i)	PAN	AAACO1598A

(ii)	Name	Oil and Natural Gas Corporation Limited
(iii)	Date of Incorporation	23.06.1993
(iv)	Email ID	nayan_niraj@ ongc.co.in
(v)	Contact No.	9968282271
(vi)	Legal Constitution	Entity
(vii)	Registered office address	Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70
(viii)	Registered office address Pin code	110070
(ix)	Communication address	ONGC, Shared Service Center, 1 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
(x)	Communication Address Pin code	201309

6. Bidders should not indicate/disclose prices in techno-commercial (un-priced bid). In case bidders indicate/disclose prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid, their bids shall be evaluated without giving any cognizance to such prices.

Evaluation will be done as per Price Evaluation Criteria of BEC on the basis of prices quoted in the price bid only.

If the bidder has indicated/disclosed some price in techno-commercial bid (at techno-commercial stage) or at any stage before opening of price-bid, but has not indicated any price in its Price Bid, its offer shall be considered as without any price and thus shall be rejected and in no case price revealed in techno-commercial bid shall be considered for award.

7. Essentiality Certificate (EC) is not applicable in this case.

8. Unloading at destination is in the scope of ONGC. Hence, Bidders are advised to quote accordingly.

9. Payment terms: 100% payment will be released within ten (10) days after the completion of supply, installation, testing and commissioning (SITC) of the items.

2.13 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 %.

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.