

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687761306949

अनुबंध तिथि | Contract Generated Date : 25-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4645541](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार 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: CAMBAY ASSET	पद Designation : ONGCCBY136222 संपर्क नंबर Contact No. : 02698-227637- ईमेल आईडी Email ID : buyer27.ongc.cby@gembuyer.in जीएसटीआईएन GSTIN : 24AAACO1598A4ZQ पता Address : MM DEPARTMENT, ONGC, CAMBAY ASSET, P.O. KANSARI, KHAMBHAT - 388630, DIST. ANAND, GUJARAT., ANAND, GUJARAT-388620, India

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 (E) - ATSM वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Sr. MMO - Third Level MM Officer	Role: PAO भुगतान का तरीका Payment Mode: ONGCOnline पद Designation : Finance and Accounts OFFICER ईमेल आईडी Email ID : pao28.ongcl.gj@gembuyer.in जीएसटीआईएन GSTIN : 24AAACO1598A4ZQ पता Address: FINANCE SECTION, ONGC, CAMBAY ASSET, P.O. KANSARI, KHAMBHAT - 388630, DIST. ANAND, GUJARAT., Anand, GUJARAT-388630, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 02698-227511-6505 ईमेल आईडी Email ID : buycon746.ongcl.gj@gembuyer.in जीएसटीआईएन GSTIN : 24AAACO1598A4ZQ पता Address : SURFACE TEAM, ONGC, CAMBAY ASSET, P.O. KANSARI, KHAMBHAT - 388630, DIST. ANAND, GUJARAT., ANAND, GUJARAT-388630, India	Custom Bid for Services - Hiring services of 05 Nos of 62 POINT 5 KVA DG sets for the period of One Year for ONGC Cambay Asset

सेवा प्रदाता विवरण Service Provider Details
जेम विक्रेता आईडी GeM Seller ID : ABDD200001225382 कंपनी का नाम Company Name : BANSAL ASSOCIATES संपर्क नंबर Contact No. : 09435055089 ईमेल आईडी Email ID : bansalassociatessvs@gmail.com पता Address : WARD NO 11, BANSAL BHAWAN, A.T ROAD, STATION CHARIALI, Sivasagar (sibsagar), ASSAM-785640, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-AS-24-0000704 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 18AAGFB7402H1ZM (R)

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 05-May-2024

सेवा समाप्ति तिथि | Service End Date : 04-May-2025

श्रेणी नाम | Category Name : Custom Bid for Services

विवरण Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Description / Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring services of 05 Nos of 62 POINT 5 KVA DG sets for the period of One Year for ONGC Cambay Asset	1	4542540.8
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		
कुल राशि (सूत्र) Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)			
एडऑन के बिना कुल मूल्य Total Value without Addons(INR)		4542540.8	
कुल एडऑन मूल्य Total Addon Value(INR)		0	

ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	4542540.8
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	4542540.8
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक Price Break up offered Document link	
एसएलए विवरण SLA Details	
<p>Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .</p> <p>The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p>Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none"> 1. General Terms and Conditions for Goods and Services; 2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document , <p>The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p> <p>Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:</p> <ol style="list-style-type: none"> 1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties 2. Present a clear, concise and measurable description of service offered to the buyer 3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified 4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons 5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders. <p>Parties To The Agreement</p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"> 1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed. 2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.</p> <p>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</p> <p>Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .</p> <p>For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :</p> <ul style="list-style-type: none"> ● "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described . ● Make sure that specifications are endorsed by key stakeholders . ● Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery . ● The scope of work should mention what the outcome is based upon – time or material? ● A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables . ● The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it. ● The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises . ● Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT" <p>Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.</p> <p>Price Variation Clause:</p> <p>"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."</p>	
अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार Additional Required Data/Document(s) : Buyer	
<ol style="list-style-type: none"> 1. Scope of Work : click here 2. Service Level Agreement (SLA) : click here 3. Payment Terms : click here 4. Any other Documents As per Specific Requirement of Buyer -1 : click here 5. GEM Availability Report (GAR) : click here 6. Pre Qualification Criteria (PQC) etc if any required : click here 	

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Sow Etc : [click here](#)
3. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise : [click here](#)
5. Compliance Document In Respect Of Approach & Methodology : [click here](#)
6. Compliance Documents In Respect Of Specification And Standard Of Services : [click here](#)
7. Compliance Documents In Respect Of Project Experience Of Firms : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [PRICE BID FORMAT](#)

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 buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1) Invoices along-with supporting documents can be submitted/uploaded through VIMS Portal (<https://vims.ongc.co.in/>), which is the preferred mode of submission of Invoice. 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 any of the following way: -

(a) EMAIL channel: Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be submitted by sending these documents to a designated email-id: - [ap_invoices\[at\]ongc\[dot\]co\[dot\]in](mailto:ap_invoices@ongc.co.in).

Note: - Ten (10) digit SAP Purchase Order (PO) No. (As provided along - with GeM Contract No. at the time of award) 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) Invoices need to be scanned at a minimum of 300 dpi, preferably in color.
- (iii) Invoices should be in PDF format only.
- (iv) For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
- (v) A regular format must be maintained in which invoices are being submitted in ONGC.
- (vi) Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
- (vii) In case, Email channel is being followed, separate mail should be sent for each invoice.

2) 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 %.

3) The bidder should NOT indicate the prices anywhere in the techno-commercial 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 GeM Bid Document on the basis of prices quoted by bidders in the appropriate place in GeM Portal 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 the appropriate place for quoting prices in GeM Portal, 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.

However, Bidder has to submit / attach the break-up of prices as per "PRICE BID FORMAT" only at appropriate place on GeM Portal / GeM Price Bid Screen.

4) Bidder should confirm in its Techno-Commercial Bid, whether they are registered vendor of ONGC or not. If yes, Bidder is required to provide the ONGC's Vendor Code in its Techno-Commercial Un-price Bid.

5) Price offered by the bidder on GeM portal shall be on all inclusive basis. No additional charge shall be payable.

6) EMD / Bid Security can be submitted by the bidders in any one of the following modes along-with the techno-commercial bid:

(i) NEFT/RTGS/Electronic fund transfer to designated account of ONGC. Details of ONGC Bank Account is as under: -

Beneficiary Name	Oil and Natural Gas Corporation Limited
Account No.	10681236016
IFSC Code	SBIN0010866
Bank Name	State Bank of India
Branch address	Kansari

(ii) Electronic Bank Guarantee (e-BG), as per proforma prescribed by GeM, from banks acceptable to ONGC, valid for 30 days beyond the required validity of bid. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

(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, 1st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh.
(x)	Communication Address Pin code	201309

7) SD / Performance Security can be submitted by the Successful Bidder (after award of GeM Contract) in any one of the following modes:

(i) NEFT/RTGS/Electronic fund transfer to designated account of ONGC. Details of ONGC Bank Account is mentioned in Clause No. 7 (i) above.

(ii) Electronic Performance Bank Guarantee (e-PBG) (as per proforma prescribed by GeM), valid for 60 days beyond the scheduled delivery date / contract completion date. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) is mentioned in Clause No. 7 (ii) above.

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

9) 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.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.