

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687708102976

अनुबंध तिथि | Generated Date : 21-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4764723](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details	
प्रकार Type :	Central PSU	पद Designation :	buycon82ongcadi
मंत्रालय Ministry :	Ministry of Petroleum and Natural Gas	संपर्क नंबर Contact No. :	079-23290445-334
विभाग Department :	NA	ईमेल आईडी Email ID :	buyer382.ongc.gj@gembuyer.in
संगठन का नाम Organisation Name :	Oil and Natural Gas Corporation Limited	जीएसटीआईएन GSTIN :	24AACO1598A4ZQ
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 दें। | For Quality Assurance Plan please refer to the bid GEM/2024/B/4764723

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence :	No
प्राविधिक अनुमोदन का पदनाम	DGM(P)
Designation of Administrative Approval:	
वित्तीय अनुमोदन का पदनाम	Manager(F&A)
Designation of Financial Approval :	
	Role: PAO
	भुगतान का तरीका
	Payment Mode: Offline
	पद Designation :
	ईमेल आईडी Email ID :
	जीएसटीआईएन GSTIN :
	पता Address:

विक्रेता विवरण | Seller Details

जेम विक्रेता आईडी | GeM Seller ID : FR70210004331514
कंपनी का नाम | Company Name : SWADESH CONSUMER INC
संपर्क नंबर | Contact No. : 09904746569
ईमेल आईडी | Email ID : swadeshtender@gmail.com
पता | Address : Plot No-7,, Kadodra Village,,Shri Hari Industrial Park,Near Zak GIDC,AHMEDABAD, AHMADABAD, GUJARAT-382330, India
एमएसएमई सत्यापिति | MSME verified : No
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-GJ-01-0105503
एमएसई सामाजिक श्रेणी | MSE Social Category : General
एमएसई लिंग श्रेणी | MSE Gender : Male
जीएसटीआईएन | GSTIN: 24BQUP4936P1ZY (R), (M)

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

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 : Tri Ethanol Amine[TEA] ब्रांड Brand : NA 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 चतुर्भासा Category Name & Quadrant : Tri Ethanol Amine[TEA] (Q3) मॉडल Model: Tri Ethanol Amine[TEA] एचएसएन कोड HSN Code: HSN not specified by seller	2,970	kilogram	155	NA	460,350
कुल ऑर्डर मूल्य Total Order Value (in INR)						460,350

निरीक्षण अधिकारी | Inspection Officer:

नाम | Name: CONCERNED INDENTOR OR ITS AUTHORIZED REPRESENTATIVE
ईमेल | E-mail: notapplicable@contactbuyer.in
संपर्क | Phone: Not Applicable

परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती 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	<p>पद Designation :- ईमेल आईडी Email ID : buyer657.ongcl.gj@gembuyer.in</p> <p>संपर्क Contact :- जीएसटीआईएन GSTIN :-</p> <p>पता Address : ONGC WSS SAJ BASE, AHMEDABAD, GANDHI NAGAR, GUJARAT-382721, India</p>	Tri Ethanol Amine[TEA]	1	2,970	21-Jul-2024	20-Aug-2024

Auto CRAC Days : 60

Product Specification for Tri Ethanol Amine[TEA]

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

विक्रेता विशिष्टता दस्तावेज | Seller Specification Document:

1. <u>SpecificationDocument1</u>	mfp.gem.gov.in/catalog_data/catalog_support_document/03/01/318/CatalogAttrs/SpecificationDocument/2023/11/20/2023_11_20_13_27_26_specs_2023-11-20-13-27-29_23c5740b346d769553650d661f90f1dc.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. Specification Document	http://mfp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/569188/54/78/703/CatalogAttrs/SpecificationDocument/2024/3/5/specifications_of_tea_2024-03-05-12-56-25_283b2bd63b795c8cf70771d5256d53aa.pdf
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ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशेत (%) 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:

ONGC WSS SAIJ BASE
AHMEDABAD
GANDHINAGAR
GUJARAT-382721
INDIA

2.3 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.4 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 %.

2.5 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.

2.6 Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

2.7 Generic

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

2.8 Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

2.9 Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

1 year

Shelf Life. On the date of supply, minimum

1 year

usable shelf life should be available / balance.

2.10 Generic

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

2.11 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

2.12 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.

2.13 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.

2.14 Generic:

Whereever 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

20

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

2.15 Scope of Supply:

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

2.16 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.17 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):

NOT APPLICABLE

Post Receipt Inspection at consignee site before acceptance of stores:

Indentor from Chemistry Laboratory at ONGC WSS, Saij, Kalol. Testing by RGL, ONGC, Vadodara.

2.18 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

(A) Buyer added text based Additional Terms and Conditions:

Following Clauses may be incorporated:

1. Experience Criteria appearing elsewhere in the bid shall be read amended as under:

Manufacturer's experience:

In case the bidder is a manufacturer of the quoted material, he should satisfy the following along with documentary evidence, which should be enclosed along with the techno-commercial bid:

- (a) Minimum one (01) year of experience of manufacturing same or similar category products/ items.
- (b) Should have manufactured and supplied minimum of 10% of offered quantity of same or similar category products/ items to various companies, during the last five (05) years.

For meeting the requirement above at (a) & (b), 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

- (a) Copies of relevant Purchase Orders (more than one (1) year prior to bid opening date) along with
- (b) 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 Receipt 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.

2. In case the bidder is not a manufacturer of the quoted material, then the bidder is required to submit documentary evidence in respect of the above 1 (a) and 1(b) of the concerned manufacturer (having supplied such items either by manufacturer himself or his distributor), along with the techno-commercial bid.

3. Following clause is applicable for Start-up bidder (Definition of "Start-up" shall be as per Gazette Notification G.S.R. 127 (E) dated 19.02.2019 (as amended) of Govt. of India) willing to avail the relaxations from prior experience criteria:

In case Start-up bidder has successfully executed Purchase Order placed by ONGC/ OIL/ IOC L/ HPCL/ BPCL/ GAIL for same or similar category products/items and the material supplied has been used in field satisfactorily, then such Start-up bidders will be considered meeting experience criteria as per Clause No. 1(a) and 1(b) i.e. Manufacturer's Experience in Buyer Added Text Based Additional Terms & Conditions. In this regard, bidder shall submit copy of purchase order/contract along with supporting document towards having used the material satisfactorily in the fields.

The above relaxation is subject to submission of 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/s and not as a trader/dealer/distributor."

4. Packing: New High Density Polyethylene Rectangular Carboys with leak tight stopper and screwed cap with handle, strong enough to withstand rigorous of transit storage. The material should not leak in ONGC store during the shelf life of the material. Carboy should not have been manufactured from recycled material. Weight of empty carboy = 2 Kg \pm 3 % having ultraviolet pigment for protection against sunlight. Certificate from manufacturer that the carboys conform to IS-6312-1980 specifications should be provided. The drop test as per IS-6312-1980 shall be carried out by ONGC during sampling.

Packing Size: 35 Lts./ Net weight - 30 Kg/Carboy.

Marking: Each Carboy should bear the information-

- 1. Name of the product**
- 2. Name of the manufacturer**
- 3. Name of supplier**
- 4. Weight Net/Gross**
- 5. Month / Year of manufacture**
- 6. Lot No. (As per PO or GEMC if any)**
- 7. Batch No.**
- 8. Purchase Order No. (GEMC No.) with date against which supplies are made**
- 9. Special hazard warning/ symbol/ colour code as per international practice, if applicable (instructions for handling/ immediate measures to be taken on exposure) if any.**

Remarks: Without proper Packing & Marking, sampling will not be carried out.

5. 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 any of the following 2 ways:-

- 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 email-id: ap_invoices@ongc.co.in.**
- 2. Submission in Physical form at existing IMS Desk for scanning: Supplier/Contractor can also submit the invoice and supporting documents at existing IMS desk at ONGC Ahmedabad Asset.**

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) Invoices need to be scanned at a minimum of 300 dpi, preferably in colour.**
- iii) Invoices should be in PDF format only.**
- iv) For invoices, file name should be kept as "INVxxxxxxxx.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.**

In case the vendor is enabled for e-invoice as per GST portal of govt. of India, vendor must submit a copy of the e-invoice as main invoice or supporting document.

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.