Contract

Contract No: GEMC-511687762036316
Contract Generated Date: 17-Aug-2022
Bid/RA No: GEM/2022/B/2254117

Organisation Details

Type:	Central PSU
Ministry:	Ministry of Petroleum and Natural Gas
Department:	NA
Organisation Name:	Oil and Natural Gas Corporation Limited
Office Zone:	BKC MUMBAI MH ASSET

Buyer Details

Name:	Naba Sonowal
Designation:	DGM Electronics
Contact No.:	022-26275674-
Email ID:	buyer10.ongc.mh@gembuyer.in
GSTIN:	-
Address:	Fifth Floor, Vasudhara Bhavan, Bandra East, Mumbai, 400051, Mumbai Suburban, MAHARASHTRA-400051, India

Financial Approval Detail

IFD Concurrence:	No
Designation of Administrative Approval:	LMM MHA
Designation of Financial Approval:	CGM(M)

Paying Authority Details

Payment Mode:	Offline
Designation:	MUMMHPAO1
Email ID:	pao37.ongcl.mh@gembuyer.in
GSTIN:	-
Address:	VASUDHARA BHAVAN, ONGC, BANDRA-E, Mumbai, Mumbai, MAHARASHTRA-400051, India

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Name: Naba Sonowal Contact: 022-26275674- Email ID: buyer10.ongc.mh@gembuyer.in GSTIN: - Address: Fifth Floor, Vasudhara Bhavan, Bandra East, Mumbai, 400051, Mumbai Suburban, MAHARASHTRA-400051, India	Custom Bid for Services - Total Lump sum price for inspection and NDT of Cranes of MH Asset installed in Mumbai High as per enclosed scope of work Technical specifications on turnkey basis The lump sum price is inclusive of all taxes GST Duties and i..

Service Provider Details

GeM Seller ID:	818C180000626080
Company Name:	SOLAS MODU MARINE SERVICES PRIVATE LIMITED
Contact No.:	9323801012
Email ID:	office@solasmodu.net
Address:	602,SATYAM TOWER,90 FEET ROAD THAKUR COMPLEX,KANDIVALI EAST MUMBAI, Mumbai, MAHARASHTRA-400101, -
MSME verified:	Yes
MSME Registration number:	MH18E0007480
MSE Social Category:	General
GSTIN:	27AAPCS2363G1Z3

*GST / Tax invoice to be raised in the name of - Consignee

Service Details

Service Start Date (latest by) : 24-Aug-2022 **Service End Date :** 23-Feb-2024

Category Name : Custom Bid for Services

Billing Cycle : monthly

Description		Quantity of Procurement (to be chosen 1 in all circumstances)	Lumpsum Cost of Service in totality (INR)
Compliance of Service to SOW, STC, SLA etc	YES	1	9756000.000
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Total Lump sum price for inspection and NDT of Cranes of MH Asset installed in Mumbai High as per enclosed scope of work Technical specifications on turnkey basis The lump sum price is inclusive of all taxes GST Duties and insurance		
Regulatory/ Statutory Compliance of Service	YES		

Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)	
Total Value without Addons (INR)	9756000
Total Addon Value (INR)	0
Total Value Including Addons (INR)	9756000

Amount of Contract	
Total Contract Value Including All Duties and Taxes (INR)	**9756000**

Price Break up offered : Price Break up offered Document link

SLA Details

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 .

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.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

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 ,

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.

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:

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.

Parties To The Agreement

The main stakeholders associated with this agreement are:

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

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.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

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 aboid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "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 .

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.

Price Variation Clause:
"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."

Additional Required Data/Document(s) : Buyer

1. **Scope of Work :** click here

2. Special Terms and Conditions (STC) of the Contract :[click here]
3. Service Level Agreement (SLA) :[click here]
4. Payment Terms :[click here]
5. Project Experience and Qualifying Criteria Requirement :[click here]
6. Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid) :[click here]
7. GEM Availability Report (GAR) :[click here]

Additional Data/Document(s) : Seller

1. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity :[click here]
2. Compliance Document In Respect Of Certification Of Resources . [click here]
3. Certificate (Requested in ATC) :[click here]
4. Compliance Documents In Respect Of Pqc And Itb [click here]
5. Compliance Documents In Respect Of Sow Etc :[click here]
6. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :[click here]
7. Compliance Documents In Respect Of Specification And Standard Of Services :[click here]
8. Compliance Document In Respect Of Approach & Methodology [click here]
9. Compliance Documents In Respect Of Project Experience Of Firms [click here]
10. Any Other Documents As Per Bid (i) [click here]

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*:
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.

2.2 *Generic*:
Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file]

2.3 *Purchase Preference (Centre)*:
Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

2.4 *Purchase Preference (Centre)*:
Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.5 *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.

2.6 *Forms of EMD and PBG*:
Bidders can also submit the EMD with Account Payee Demand Draft in favour of ONGC payable at Mumbai.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.7 *Forms of EMD and PBG*:
Bidders can also submit the EMD with Banker’s Cheque in favour of ONGC payable at Mumbai.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.8 *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. 10816014377 IFSC Code SBIN0003838 Bank Name State Bank of India Branch address J.L. Education Society , Bandra (E).
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.

2.9 *Forms of EMD and PBG*:
Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of ONGC payable at Mumbai. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.10 *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. 10816014377 IFSC Code SBIN0003838 Bank Name State Bank of India Branch address J.L. Education Society , Bandra (E). 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.

2.11 *Buyer Added Bid Specific ATC*:
Buyer Added text based ATC clauses

1. **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. **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 Tender 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."

3. **Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by ONGC debarring them from carrying on business dealings with ONGC.**

4. **Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender are genuine.**

5. **All the bidders are required to submit the Bid securing declaration in lieu of the bid security. In this context, Bid securing declaration to be submitted by the bidders along with their bid may be taken as per the following format:**

   "We ______________________________ (Name of the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we will be suspended for a period of two years."

6. **Scanned copy of Integrity Pact duly signed on all the pages by the same signatory who is duly authorized to sign the bid digitally shall be uploaded with techno-commercial bid.**

7. **Scanned copy of original of "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder when the power of attorney is a special "Power of Attorney" relating to the specific tender of ONGC only, shall be uploaded with techno-commercial bid.**

   Scanned copy of the notarized true copy of the "Power of Attorney" uploaded with the techno-commercial bid shall also be accepted, if the power of attorney is a general "Power of Attorney".

   However, ONGC reserves right to seek original Power of Attorney (when the power of attorney is a special "Power of Attorney " relating to the specific tender of ONGC only) / notarized true copy (when Power of Attorney is a general Power of Attorney) at any time during the processing of tender and execution of contract.

   ONGC reserves right to seek in physical form original/notarized true copy of any document uploaded in digital form, at any time during the processing of tender and execution of contract.

8. **Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.**

9. **Provisions such as seeking support from another company, submission of JVbid, etc., wherever allowed and available to large companies in the tender document shall also be available to MSEs. However in order to avail the benefits reserved for MSEs i.e. Exemption from payment of EMD and purchase preference, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In cases of support from MSE, the supporting MSE(s) shall have to fulfill all the obligations prescribed for a supporting company as per BEC conditions. Further, in case of bid from incorporated JV, in order to avail the benefits, all the members of the bidder i.e. Incorporated JV shall have to be MSEs.**

10. **The Project Experience and Qualifying Criteria Requirement over-rides all other similar clauses operating anywhere in the Bid Documents.**

11. **The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the contractor may suffer summary termination of contract / disqualification in case of violation.**

12. Onsite inspection will be carried out by ONGC's officers / representative /Third Parties at the discretion of the ONGC.

13. The bidder can submit relevant queries to the tender inviting office within 10 days from the date of publication of NIT.

14. Within 15 (fifteen) days from the date of issue of LOA/NOA by ONGC, the successful Bidder shall furnish the Performance Security (i.e. 3% of contract value) in accordance with the conditions of the contract, in the Performance Security Form provided at Appendix 1 of SLA of the bidding documents, or another form acceptable to the ONGC. The Performance Guarantee will be returned within 60 days of completion of contract in all respect/delivery period as per contract / supply order.

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