

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687704366673

अनुबंध तिथि | Generated Date : 25-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4902939](#)

<b>संगठन विवरण   Organisation Details</b> 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: AHMEDABAD ASSET		<b>खरीदार विवरण   Buyer Details</b> पद   Designation : ongc126888 संपर्क नंबर   Contact No. : 079-27515554 ईमेल आईडी   Email ID : buyer49.ongc.mehsana@gembuyer.in जीएसटीआईएन   GSTIN : 24AAACO1598A4ZQ पता   Address : 2nd Floor, Avani Bhavan, ONGC Chandkheda, Ahmedabad, AHMEDABAD, GUJARAT-380005, India				
<b>निरीक्षण का प्रकार   Type of Inspection:</b> Pre Dispatch गुणवत्ता आश्वासन योजना के लिए कृपया बोली देखें   For Quality Assurance Plan please refer to the bid GEM/2024/B/4902939						
<b>निरीक्षण एजेंसी / प्राधिकरण   Inspection Agency/ Authority:</b> CONCERNED ONGC INDENTOR						
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b> आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: GM (P) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM (P)			<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b> Role: PAO भुगतान का तरीका   Payment Mode: ONGCOnline पद   Designation : pao1ongcadi ईमेल आईडी   Email ID : buyer651.ongcl.gj@gembuyer.in जीएसटीआईएन   GSTIN : 24AAACO1598A4ZQ पता   Address: 5th Floor, Avani Bhavan, ONGC, Chandkheda, Ahmedabad, Ahmedabad, GUJARAT-380005, India			
<b>विक्रेता विवरण   Seller Details</b> जेम विक्रेता आईडी   GeM Seller ID : NB9P210003276079 कंपनी का नाम   Company Name : ABS ENTERPRISES संपर्क नंबर   Contact No. : 09323125168 ईमेल आईडी   Email ID : absenterprises1975@gmail.com पता   Address : 4TH FLOOR, SUN FLOWER C-2,,RIVIERA PALMS,,MILLAT NAGAR,,FLAT NO 4, Village/Town:- NIZAMPURA,, City:- BHIWANDI, THANE, MAHARASHTRA-421302, India एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-MH-33-0092896 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Female जीएसटीआईएन   GSTIN: 27CDRPM6214Q1ZP (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 : DELIVEERY TO BE DONE IN GUNNY BAGS WITH PROPOER PROTECTION FROM WATER EXPOSURE.						
<b>उत्पाद विवरण   Product Details</b>						
#	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 : Unbranded Cotton Yarn Waste as per IS 5485 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 चतुर्थांश   Category Name & Quadrant : Cotton Yarn Waste (V2) as per IS 5485 (Q3) मॉडल   Model: srinivas एचएसएन कोड   HSN Code: 52021000	4,440	kilogram	35.7	NA	158,508
कुल ऑर्डर मूल्य   Total Order Value (in INR)						158,508
<b>निरीक्षण अधिकारी   Inspection Officer:</b> नाम   Name: CONCERNED INDENTOR OR ITS AUTHORIZED REPRESENTATIVE ईमेल   E-mail: notapplicable@contactbuyer.in						

संपर्क| Phone: Not Applicable

Place of Inspection:

पता|Address: BHIWANDI, MAHARASHTRA

नाम|person name: Mohammad

संपर्क नंबर|contact number: 8806624400

परोक्षिती विवरण| Consignee Detail

क्र.सं.   S.No	परोक्षिती   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 : con2.ongc.adi@gembuyer.in संपर्क   Contact : 02764-222580- जीएसटीआईएन   GSTIN : 24AAACO1598A4ZQ पता   Address : I/c Receipt Kalol, ONGC, Kalol Stores, Kalol,, GANDHI NAGAR, GUJARAT-382721, India	Unbranded Cotton Yarn Waste as per IS 5485	-	4,440	25-Jun-2024	24-Aug-2024

Product Specification for Unbranded Cotton Yarn Waste as per IS 5485

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Specification	Technical Specification of the Product	Cotton Waste Colored As per IS 5485
	Specification has been seen and understood	Yes
Certification	BIS Certification	No
	CM/ L No	NA
Type	Type (As per Clause 3.1 of IS:5485)	Type 1
	Absorbent Cotton Yarn Waste (As per Clause 4.3 of IS:5485)	Yes
	Man-Made Fiber Yarn material to be specified if applicable (As per Clause 4.3 of IS:5485)	MAX 20%
Packaging	Packaging	As per buyer requirement
Test Reports	Availability of Test Report from Central Govt./NABL/ILAC Accredited Lab to prove conformity of product to the specifications	Yes
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes
Advance Sample	Agree to provide Advance Sample for buyers approval before commencement of supply	Yes

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for Unbranded Cotton Yarn Waste as per IS 5485

विनिर्देश   Specification	मूल्य   Value
MATERIAL DETAILS	Cotton Waste should be of good quality, white in colour and free from impurities of other fibers and metallic parts. Mixed fibers are not acceptable. Cotton waste should be dry, dust free, free flowing, free from knots and should be excellent absorber of water, oil and other liquids.
PACKING	Packing: In gunny bags. 80 Nos. Gunny Bags of 50 kg net weight of cotton waste 01 Nos. Gunny Bags of 40 Kg net weight of cotton waste
INSPECTION	Bidder shall submit sample of their offered product which would be an important criteria for deciding the acceptability of offered item.

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**In case of any queries pertaining to tender, kindly contact as under:**

**Mail ID: [rai\\_sudhanshu@ongc.co.in](mailto:rai_sudhanshu@ongc.co.in)**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. **DELIVERY PERIOD:** 60 Days on FOR-D Basis from date of GEM Contract. The delivery period shall also include days required for inspection of the material as detailed at clause 3 of SCC.
2. **NON SPLIT-ABILITY CLAUSE:** Not Splitable.
3. **INSPECTION:** Inspection shall be carried out by ONGC at destination i.e. buyer's premises. Inspection shall be carried out as per the technical inspection within 7 days of scheduled inspection date.

**Additionally, bidder needs to submit a sample of offered product against which pre-dispatch inspection will be performed to following address along with bid (i.e. before Tender Opening Date):**

**TS - 13, MPPC Cell, Bh. Asset Workshop, Sabarmati Complex, ONGC Ahmedabad, Gujarat - 380005**

4. **PAYMENT TERMS:**

As per GEM GTC.

5. **BILLING TERMS:**

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 the following:-

6.1 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](mailto:ap_invoices@ongc.co.in)

6.2 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 :

6.2.1 Invoices should be system generated and no hand written invoices shall be allowed

wed.

**6.2.2 Invoice should be e-invoice in terms of GST Law or digitally signed invoice only**

**6.2.3 Invoices need to be scanned at a minimum of 300 dpi, preferably in color.**

**6.2.4 Invoices should be in PDF format only.**

**6.2.5 For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).**

**6.2.6 A regular format must be maintained in which invoices are being submitted in ONGC.**

**6.2.7 Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.**

**6.2.8 In case, Email channel is being followed, separate mail should be sent for each invoice.**

**Note: Invoices submitted for payment should be e-invoice in terms of GST Law or the digitally signed invoice only. No physical invoice shall be accepted for payment.**

**2.2 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.

**2.3 Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Sh. Sandeep Kumar,  
I/c Receipt CBPP Stores,  
Kalol  
ONGC Ahmedabad  
Gandhinagar

**2.4 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.

**2.5 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 %.

**2.6 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.

**2.7 Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**2.8 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

**2.9 Generic**

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

2

Shelf Life. On the date of supply, minimum

2

usable shelf life should be available / balance.

**2.10 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.

**2.11 Generic**

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

**2.12 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.

**2.13 Scope of Supply:**

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

**2.14 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):

BY INDENTER WITH SAMPLE PROVIDED

Post Receipt Inspection at consignee site before acceptance of stores:  
NA

**2.15 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.

**2.16 Warranty:**

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

**Replacement of Material**

(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

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.