

## Contract | अनुबंध



Schedule Name | अनुसूची नाम: Schedule 5

Contract No | अनुबंध क्रमांक: GEMC-511687760463600

Generated Date | अनुबंध तिथि: 09-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4278604](#)

Organisation Details   संगठन विवरण		Buyer Details   खरीदार विवरण	
Type   प्रूप :	Central PSU	Designation   पद :	Assistant4
Ministry   मंत्रालय :	Ministry of Petroleum and Natural Gas	Contact No.   संपर्क नंबर :	0824-2882293-
Department   विभाग :	Materials Department	Email ID   ईमेल आईडी :	buyer75.mrpl.ka@gembuyer.in
Organisation Name   संगठन का नाम :	Mangalore Refinery & Petrochemicals Limited	GSTIN   जीएसटीआईएन :	29AACM5132A1ZZ
Office Zone   कार्यालय :	Refinery Division-mangalore Refinery & Petrochemicals Ltd,	Address   पता :	Kuthethoor via Katipalla, Mangalore, DAKSHINA KANNADA, KARNATAKA-575030, India
क्षेत्र:	Kuthethoor, mangalore-575030, Karnataka State		

Financial Approval Detail   वित्तीय स्वीकृति विवरण		Paying Authority Details   भुगतान प्राधिकरण विवरण	
IFD Concurrence   आईएफडी सहमति:	No	Role:	PAO
Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम:	Chief General Manager	Payment Mode	Offline
Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम :	General Manager	Designation   पद :	MANAGER FINANCE2
		Email ID   ईमेल आईडी :	pao7.mrpl.ka@gembuyer.in
		GSTIN   जीएसटीआईएन :	-
		Address   पता:	Mangalore Refinery & Petrochemicals Limited Kuthethoor PO, Via Katipalla, Mangaluru, DAKSHINA KANNADA, KARNATAKA-575030, India

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी :	E838200001517849
Company Name   कंपनी का नाम :	UTTAM ELECTROMECH TECHNOLOGY
Contact No.   संपर्क नंबर :	09422236957
Email ID   ईमेल आईडी :	uttam_sargar@rediffmail.com
Address   पता :	L-34, UTTAM ELECTROMECH TECHNOLOGY, MIDC, NIMBLAK, Ahmednagar, MAHARASHTRA-414111, -
MSME verified   एमएसएमई सत्यापित :	No
MSME Registration number   एमएसएमई पंजीकरण संख्या :	UDYAM-MH-01-0015450
MSE Social Category   एमएसई सामाजिक श्रेणी :	OBC
MSE Gender   एमएसई लिंग श्रेणी :	Male
GSTIN   जीएसटीआईएन:	27ASXP57479L1Z9

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

Delivery Instructions   वितरण निर्देश : NA	
Product Details   उत्पाद विवरण	

#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	Unit   इकाई	Unit Price (INR)   इकाई मूल्य (INR)	Tax Bifurcation (INR)   कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR)   मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name   उत्पाद का नाम : 1000174810 Brand   ब्रांड : Uttam Electromech Technology Brand Type   ब्रांड प्रकार : Unbranded Catalogue Status   कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्भाँश : BOQ (Q3) Model   मॉडल : UTTAMFNKELE132S-2 HSN Code   एचएसएन कोड : 85039929	1	pieces	1,068	NA	1,068
Total Order Value   कुल ऑर्डर मूल्य (in INR)						1,068

Consignee Detail   परेषिती विवरण						
S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनोंके बाद डिलीवरी शुरू करना है	Delivery To Be Completed By   वितरण पूरा कब तक करना है

1	Designation   पद : - Email ID   ईमेल आईडी : con40.mrpl.ka@gembuyer.in Contact   संपर्क : - GSTIN   जीएसटीआईएन : - Address   पता : Mangalore Refinery & Petrochemicals Limited Kuthetoor PO , Via Katipalla , Mangaluru, DAKSHINA KANNADA, KARNATAKA-575030, India	1000174810	-	1	09-Jan-2024	05-Mar-2024
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## Specification | विवरण 1

[Specification Document | विवरण दस्तावेज़](#)

[Buyer BOQ Document | केता बीओक्यू दस्तावेज़](#)

[Compliance of BOQ Specification And Supporting Document | बीओक्यू विवरण और सहायक दस्तावेज़ का अनुपालन](#)

**Note | टिप्पणी:** 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.

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## ePBG Detail | ईपीबीजी विवरण

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

## Terms and Conditions | नियम और शर्तें

### 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

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 %.

#### 2.3 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.

#### 2.4 Generic

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

#### 2.5 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.

#### 2.6 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.

#### 2.7 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.

#### 2.8 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:  
BY MRPL

#### 2.9 *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.

#### 2.10 *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.

#### 2.11 *Buyer Added Bid Specific ATC*

Buyer Added text based ATC clauses

- 1) In GeM, price to be quoted inclusive of all P&F charges, Freight Charges, Insurance and GST.
- 2) Materials shall be supplied only as per attached technical specification document in tender.
- 3) Material should be manufactured as per Approved drawing by MRPL. Vendor should submit the drawing for approval.
- 4) **Warranty:** Applicable, 18 months from the date of shipment (LR date shall be considered for shipment).
- 5) **Delivery:** Materials should be delivered within 56 days from the date of order placement.
- 6) The Bidder should accept all terms and specification of enquiry in toto without any deviation.
- 7) The bidder from a country which shares the land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e. Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)). The bidder should submit an undertaking to this effect along with the technical bid.
- 8) All other terms & conditions shall be applicable as per GeM GTC.

#### 2.12 *Scope of Supply*

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

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

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।