

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687719460637

अनुबंध तिथि | Generated Date : 09-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4347407](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Petroleum and Natural Gas विभाग Department : Materials Department संगठन का नाम Organisation Name : Mangalore Refinery & Petrochemicals Limited कार्यालय क्षेत्र Office Zone : Refinery Division-mangalore Refinery & Petrochemicals Ltd, Kuthethoor,mangalore-575030, Karnatak State	पद Designation : ENGINEER MATERIALS1 संपर्क नंबर Contact No. : 0824-2882238- ईमेल आईडी Email ID : buyer27.mrpl.ka@gembuyer.in जीएसटीआईएन GSTIN : 29AAACM5132A1ZZ पता Address : Mangalore Refinery & Petrochemicals Limited Kuthethoor PO Via Katipalla , Mangaluru, DAKSHINA KANNADA, KARNATAKA-575030, 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 : Managing Director वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GGM-FINANCE	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : MANAGER FINANCE2 ईमेल आईडी Email ID : pao7.mrpl.ka@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Mangalore Refinery & Petrochemicals Limited Kuthethoor PO , Via Katipalla , Mangaluru, DAKSHINA KANNADA, KARNATAKA-575030, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 44A4180000385418 कंपनी का नाम Company Name : DALMIA LAMINATORS LTD संपर्क नंबर Contact No. : 09830010954 ईमेल आईडी Email ID : mdalmia@mldgroup.co.in पता Address : 130,Cotton Street,Burrabazar, KOLKATA, West Bengal-700007, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 19AABCD1748C1ZY

*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 : PP WOVEN SACK BAGS FOR PACKAGING OF MRPL POLY PROPYLENE GRANULES ब्रांड Brand : MLD 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 : PP WOVEN SACK BAGS FOR PACKAGING OF MRPL POLY PROPYLENE GRANULES (Q3) मॉडल Model: MLD एचएसएन कोड HSN Code: HSN not specified by seller	5,280,000	pieces	14.25	NA	75,240,000
2	उत्पाद का नाम Product Name : PP WOVEN SACK BAGS FOR PACKAGING OF MRPL POLY PROPYLENE GRANULES ब्रांड Brand : MLD 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 : PP WOVEN SACK BAGS FOR PACKAGING OF MRPL POLY PROPYLENE GRANULES (Q3) मॉडल Model: MLD एचएसएन कोड HSN Code: HSN not specified by seller	5,280,000	pieces	2.95	NA	15,576,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						90,816,000

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	पद Designation :- ईमेल आईडी Email ID : con40.mrpl.ka@gembuyer.in संपर्क Contact :- जीएसटीआईएन GSTIN :- पता Address : Mangalore Refinery & Petrochemicals Limited Kuthetoor PO , Via Katipalla , Mangaluru, DAKSHINA KANNADA, KARNATAKA-575030, India	PP WOVEN SACK BAGS FOR PACKAGING OF MRPL POLY PROPYLENE GRANULES	1	600,000	09-Mar-2024	13-Apr-2024
			2	450,000	13-Apr-2024	18-May-2024
			3	300,000	18-May-2024	22-Jun-2024
			4	450,000	22-Jun-2024	27-Jul-2024
			5	450,000	27-Jul-2024	31-Aug-2024
			6	450,000	31-Aug-2024	05-Oct-2024
			7	450,000	05-Oct-2024	09-Nov-2024
			8	450,000	09-Nov-2024	14-Dec-2024
			9	330,000	14-Dec-2024	18-Jan-2025
			10	450,000	18-Jan-2025	22-Feb-2025
			11	450,000	22-Feb-2025	29-Mar-2025
			12	450,000	29-Mar-2025	03-May-2025
		PP WOVEN SACK BAGS FOR PACKAGING OF MRPL POLY PROPYLENE GRANULES	13	600,000	09-Mar-2024	13-Apr-2024
			14	450,000	13-Apr-2024	18-May-2024
			15	300,000	18-May-2024	22-Jun-2024
			16	450,000	22-Jun-2024	27-Jul-2024
			17	450,000	27-Jul-2024	31-Aug-2024
			18	450,000	31-Aug-2024	05-Oct-2024
			19	450,000	05-Oct-2024	09-Nov-2024
			20	450,000	09-Nov-2024	14-Dec-2024
			21	330,000	14-Dec-2024	18-Jan-2025
			22	450,000	18-Jan-2025	22-Feb-2025
			23	450,000	22-Feb-2025	29-Mar-2025
			24	450,000	29-Mar-2025	03-May-2025

PP WOVEN SACK BAGS FOR PACKAGING OF MRPL POLY PROPYLENE GRANULES

क्या मूल्य भिन्नता लागू है Whether Price variation applicable ?	yes
मूल्य परिवर्तन खंड Price Variation Clause	Price Variation Clause shall be applicable as per attached document
मूल्य परिवर्तन खंड दस्तावेज़ Price Variation Clause Document	68974ddbfe32d4b3001de79ef491881c.pdf

Product Specification for PP WOVEN SACK BAGS FOR PACKAGING OF MRPL POLY PROPYLENE GRANULES

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/78/72/814/CatalogAttrs/SpecificationDocument/2024/1/13/2024_01_13_11_11_30_1_tech_specs_1702616066_2024-01-13-11-11-39_1472fefbab18030a1b1047566c9acc71.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1094610/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/15/tech_specs_matf_2023-12-15-09-30-47_92a6f67bcb18e2a3ce90c1c396aa5de2.pdf
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Product Specification for PP WOVEN SACK BAGS FOR PACKAGING OF MRPL POLY PROPYLENE GRANULES

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/78/72/814/CatalogAttrs/SpecificationDocument/2024/1/13/2024_01_13_11_11_30_1_tech_specs_1702616066_2024-01-13-11-11-39_1472fefbab18030a1b1047566c9acc71.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1094610/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/15/tech_specs_matf_2023-12-15-09-37-36_036cbca93f4498a6c753e6fb620f7778.pdf
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शुद्धिपत्र | Corrigendum

- GeM-Bidding-Corr-5747210-1.pdf : [यहां क्लिक करें | click here](#)

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 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

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](#)

2.5 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 Generic

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

2.7 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.

2.8 *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.

2.9 *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):

As per attached Technical Specification/ Scope of tender (as applicable)

Post Receipt Inspection at consignee site before acceptance of stores:
As per attached Technical Specification/ Scope of tender (as applicable)

2.10 *Scope of Supply*

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

2.11 *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.

2.12 *Purchase Preference (Centre)*

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

2.13 *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.

2.14 *Certificates*

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.15 *Buyer Added Bid Specific ATC*

Buyer uploaded ATC document [Click here to view the file](#).

2.16 *Buyer Added Bid Specific ATC*

Buyer Added text based ATC clauses

For Pre bid queries clarifications please refer "buyer uploaded ATC Document" clause point no. . 15.

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.