

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687716465328

अनुबंध तिथि | Contract Generated Date : 05-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4497912](#)

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|--|---|
| प्ररूप 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 : ASSISTANT MANAGER MATERIALS संपर्क नंबर Contact No. : 0824-2882237- ईमेल आईडी Email ID : buyer17.mrpl.ka@gembuyer.in जीएसटीआईएन GSTIN : - 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 : General Manager वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Chief Manager | भुगतान का तरीका Payment Mode : Offline पद Designation : Senior manager Finance2 ईमेल आईडी Email ID : pao4.mrpl.ka@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Mangalore Refinery & Petrochemicals Limited Kuthethoor PO , Via Katipalla , Mangaluru, DAKSHINA KANNADA, KARNATAKA-575030, India |

| परोक्षिती विवरण Consignee Details | | |
|-------------------------------------|--|---|
| क्र.सं. S.No | परोक्षिती नाम & पता Consignee Name & Address | सेवा विवरण Service Description |
| 1 | संपर्क Contact : 08242-2882326-2326 ईमेल आईडी Email ID : con3.mrpl.ka@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Kuthethoor via Katipalla, Mangalore, DAKSHINA KANNADA, KARNATAKA-575030, India | Custom Bid for Services - MRPL TENDER NO 3300010853 For ATU1 Equipments Overhauling During Shutdown as per Tender Bidder has to quote total amount including GST above or below SOR value as per attached BOQ |

| सेवा प्रदाता विवरण Service Provider Details | |
|---|--|
| जेम विक्रेता आईडी GeM Seller ID : 4ROM210001923232 कंपनी का नाम Company Name : P SUNNY ENGINEERING CONTRACTOR संपर्क नंबर Contact No. : 09342711397 ईमेल आईडी Email ID : sunny@sunnyengg.com पता Address : NO.2254,,RAGHAVENDRA COLONY,SHAKTINAGAR,RAICHUR, Raichur, KARNATAKA-584170, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-KR-27-0001960 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 29ASKPS0046G1ZK | |

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 12-Apr-2024 सेवा समाप्ति तिथि | Service End Date : 11-Apr-2025

श्रेणी नाम | Category Name : Custom Bid for Services

बिलिंग चक्र | Billing Cycle: monthly

| विवरण Description | The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | Lumpsum Cost of Service in totality |
|---|--|-------------------------------------|
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality MRPL TENDER NO 3300010853 For ATU1 Equipments Overhauling During Shutdown as per Tender Bidder has to quote total amount including GST above or below SOR value as per attached BOQ | 1 | 5663685 |
| Regulatory/ Statutory Compliance of Service YES | | |
| Compliance of Service to SOW, STC, SLA etc YES | | |

कुल राशि (सूत्र) | Total Amount (Formula) :
(1*Lumpsum Cost of Service in totality)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR) 5663685

| | |
|--|---------|
| कुल एडऑन मूल्य Total Addon Value(INR) | 0 |
| एडऑन सहित कुल मूल्य Total Value Including Addons(INR) | 5663685 |
| अनुबंध की राशि Amount of Contract | |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR) | 5663685 |

एसएलए विवरण | 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 avoid 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 .
- Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

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."

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-02-12 15:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of Work : [click here](#)
2. Pre Qualification Criteria (PQC) etc if any required : [click here](#)

3. Payment Terms : [click here](#)
4. Penalties : [click here](#)
5. Quantifiable Specification / Standards of The Service/ BOQ : [click here](#)
6. GEM Availability Report (GAR) : [click here](#)
7. Service Level Agreement (SLA) : [click here](#)
8. Instruction To Bidder : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

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

ईपीबीजी विवरण | ePBG Detail

| | |
|---|---------------------|
| सलाहकार बैंक Advisory Bank : | State Bank of India |
| ईपीबीजी प्रतिशत (%) ePBG Percentage(%) : | 10.00 |
| 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 buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

MANGALORE REFINERY AND PETROCHEMICALS LIMITED

payable at
MANGALORE

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.

2.3 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

MANGALORE REFINERY AND PETROCHEMICALS LIMITED

Account No.
560101000026927

IFSC Code
UBIN0905925

Bank Name
Union Bank of India

Branch address
KUTHETHOOR, MRPL SITE, MANGALORE

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.

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Quoted Rate shall be inclusive of Supervisory charges, overhead, day to day expenses and Miscellaneous expenses, Group terms Life Insurance Cover (Rs. 10.00 lakhs), expense of annual medical check-ups for the resources, it also includes all the taxes, duties, charges towards tools & tackles, consumables, all other expenses including GST etc. towards satisfactory completion of the work.

2.5 Payment:

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

2.6 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

MANGALORE REFINERY AND PETROCHEMICALS LIMITED

payable at

MANGALORE

. 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.

2.7 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

MANGALORE REFINERY AND PETROCHEMICALS LIMITED

Account No.

560101000026927

IFSC Code

UBIN0905925

Bank Name

Union Bank of India

Branch address

KUTHETHOOR, MRPL SITE, MANGALORE

. 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.

2.8 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.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

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