

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687734666068

अनुबंध तिथि | Generated Date : 17-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4444502](#)

| संगठन विवरण Organisation Details | | खरीदार विवरण Buyer Details | |
|------------------------------------|---|------------------------------|---|
| प्रकार Type : | Central PSU | पद Designation : | Manager Materials |
| मंत्रालय Ministry : | Ministry of Petroleum and Natural Gas | संपर्क नंबर Contact No. : | 0824-2882235- |
| विभाग Department : | Materials Department | ईमेल आईडी Email ID : | buyer42.mrpl.ka@gembuyer.in |
| संगठन का नाम Organisation Name : | Mangalore Refinery & Petrochemicals Limited | जीएसटीआईएन GSTIN : | 29AAACM5132A1ZZ |
| कार्यालय क्षेत्र Office Zone: | Refinery Division-mangalore Refinery & Petrochemicals Ltd, Kuthethoor,mangalore-575030, Karnataka State | 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 | Role: | PAO |
| प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: | DIRECTOR REFINERY | भुगतान का तरीका Payment Mode: | Offline |
| वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : | MANAGER-FINANCE | 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 : | ZSC1210002068827 |
| कंपनी का नाम Company Name : | HIGH GRADE INDUSTRIES (INDIA) PRIVATE LIMITED |
| संपर्क नंबर Contact No. : | 02240775076 |
| ईमेल आईडी Email ID : | highgrade_mum@rediffmail.com |
| पता Address : | Survey no. 6/1/3, Village Kilvani,, Dadra and Nagar Haveli,Silvassa,Silvassa, DADRA AND NAGAR HAVELI, Dadra and Nagar Haveli-396230, - |
| एमएसएमई सत्यापिति MSME verified : | No |
| एमएसएमई पंजीकरण संख्या MSME Registration number : | - |
| जीएसटीआईएन GSTIN: | 26AABCH1712Q1ZI (R) |

*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 : [1] The material will be procured as & when required basis, as per plant requirement. [2] The material shall be dispatched within 21 days from the date of Delivery Instruction. Date of LR shall be considered for PRS clause. | | | | | |
|---|--|--|--|--|--|
|---|--|--|--|--|--|

| 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) |
| 1 | उत्पाद का नाम Product Name : EVERFOS - 168 ब्रांड Brand : EVERFOS - 168 ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा सकता है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्धारा Category Name & Quadrant : EVERFOS - 168 (Q3) मॉडल Model: EVERFOS - 168 एचएसएन कोड HSN Code: 38122090 | 153 | metric tonne | 283,200 | NA |
| कुल ऑर्डर मूल्य Total Order Value (in INR) | | | | | 43,329,600 |

| परेष्ठी विवरण Consignee Detail | | | | | |
|----------------------------------|---------------------|--------------|--------------------|-------------------|--|
| क्र.सं. S.No | परेष्ठी Consignee | वस्तु Item | लॉट नंबर Lot No. | मात्रा Quantity | दिनांक के बाद डिलीवरी शुरू करना है Delivery To Be Completed By |

| | | | | | | |
|---|---|---------------|---|-----|-------------|-------------|
| 1 | <p>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</p> | EVERFOS - 168 | - | 153 | 17-Apr-2024 | 18-Apr-2025 |
|---|---|---------------|---|-----|-------------|-------------|

Product Specification for EVERFOS - 168

| विवरण Specification | उप-विवरण Sub-Spec | मूल्य Value |
|-----------------------|----------------------|---------------|
| Custom Specification | Custom Specification | Yes |

विक्रेता विशेषता दस्तावेज़ | Seller Specification Document:

| | |
|---|--|
| 1. Specification Document 1 | mkp.gem.gov.in/catalog_data/catalog_support_document/10/63/308/CatalogAttrs/SpecificationDocument/2022/12/6/2022_12_06_14_28_49_everfos-68-tds-msds-168_2022-12-06-14-29-03_4a66abeeb314f0422580be3d36ad818c.pdf |
|---|--|

खरीदार विशेषता दस्तावेज़ | Buyer Specification Document:

| | |
|---|---|
| 1. Specification Document | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2028676/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/5/technical_specification_2024-01-05-17-36-52_ee5db34f514d513fc99876a7e0e2eed0.pdf |
|---|---|

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-02-03 15:00:00

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 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):

SELLERS LAB

Post Receipt Inspection at consignee site before acceptance of stores:

MRPL LAB

2.3 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.

2.4 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.

2.5 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 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 %.

2.7 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.

2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1) THE CONTRACT SHALL BE VALID FOR A PERIOD OF ONE YEAR FROM THE DATE OF CONTRACT.

2) MATERIAL SHALL BE PROCURED AS & WHEN REQUIRED BASIS IN THE QUANTITY AS PER PLANT REQUIREMENT.

3) MATERIAL SHALL BE DISPATCHED WITHIN 21 DAYS FROM THE DATE OF DELIVERY INSTRUCTION /INTIMATION. DATE OF LR SHALL BE CONSIDERED FOR PRS CLAUSE.

4) BIDDER TO SUBMIT EMD AND e-PBG IN THE FORM OF DD OR BG OR IN THE FORM OF ELECTRONIC FUND TRANSFER (NEFT/RTGS/ANY OTHER MODE OF INTERNET BANKING TRANSFER). IN CASE OF BG SUBMISSION, MRPL BG FORMAT SHALL BE USED ALONG WITH ADVISORY BANK DETAILS OF MRPL (MRPL BG FORMAT & BANK DETAILS ARE ATTACHED WITH THE BID DOCUMENTS).

5) MRPL GSTIN 29AAACM5132A1ZZ.

2.9 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.

2.10 Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

2.11 Certificates:

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

2.12 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

2.13 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 25% of total value.

2.14 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.

2.15 *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](#).

2.16 *Generic*:

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

2.17 *Past Project Experience*:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.18 *Scope of Supply*:

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

2.19 *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.

2.20 *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.

2.21 *Generic*:

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

12 MONTHS

Shelf Life. On the date of supply, minimum

12 MONTHS

usable shelf life should be available / balance.

2.22 *Generic*:

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

2.23 *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.

2.24 *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.

2.25 *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.

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