

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687708137272

अनुबंध तिथि | Generated Date : 26-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4842735](#)

| संगठन विवरण   Organisation Details   | खरीदार विवरण   Buyer Details   |
|--|--|
| प्रकार   Type : Central PSU<br>मंत्रालय   Ministry : Ministry of Petroleum and Natural Gas<br>विभाग   Department : Balmer Lawrie and Company Limited<br>संगठन का नाम   Organisation Name : Balmer Lawrie and Company Limited<br>कार्यालय क्षेत्र   Office Zone: EAST | पद   Designation : Asst Manager<br>संपर्क नंबर   Contact No. : -<br>ईमेल आईडी   Email ID : sahu.y@balmerlawrie.com<br>जीएसटीआईएन   GSTIN : -<br>पता   Address : P 43, Extension, Hide Rd, Kolkata, West Bengal, KOLKATA, WEST BENGAL-700088, India |

| वित्तीय स्वीकृति विवरण   Financial Approval Detail   | भुगतान प्राधिकरण विवरण   Paying Authority Details  |
|--|--|
| आईएफडी सहमति   IFD Concurrence : No<br>प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Head (sales & Marketing)<br>वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Manager (A&F) | Role: PAO<br>भुगतान का तरीका   Payment Mode: BalmerLawrie<br>पद   Designation : Deputy Manager AF<br>ईमेल आईडी   Email ID : rangnani.j@balmerlawrie.com<br>जीएसटीआईएन   GSTIN : 26AABC0984E1ZX<br>पता   Address: Balmer Lawrie & Co Ltd Grease & Lubricant Division Survey No 201/1 Sayali Rakholi Road , Silvassa, DADRA AND NAGAR HAVELI, DADRA & NAGAR HAVELI-396230, India |

| विक्रेता विवरण   Seller Details  |
|--|
| जेम विक्रेता आईडी   GeM Seller ID : 95DQ210002389535<br>कंपनी का नाम   Company Name : MODI OIL MILL<br>संपर्क नंबर   Contact No. : 09898609358<br>ईमेल आईडी   Email ID : modioilmills@gmail.com<br>पता   Address : RS NO 320, 320,PAIKI,STATE HIGHWAY NO-6,TA-AMOD,Village/Town:- NAHIYER, City:- BHARUCH, Bharuch, GUJARAT-392110, India<br>एमआईआई स्थिति   MII Status : True<br>एमएसएमई सत्यापित   MSME verified : No<br>एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-GJ-06-0002694<br>एमएसएमई सामाजिक श्रेणी   MSE Social Category : OBC<br>एमएसएमई लिंग श्रेणी   MSE Gender : Male<br>जीएसटीआईएन   GSTIN: 24AAXFM7479G2ZH (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 : 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 : CASTOR OIL COMMERCIAL GRADE<br>ब्रांड   Brand : NA<br>ब्रांड प्रकार   Brand Type : Unbranded<br>कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM<br>कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM<br>श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : CASTOR OIL COMMERCIAL GRADE (Q3)<br>मॉडल   Model: NA<br>एचएसएन कोड   HSN Code: 15153090 | 5,000                         | kilogram    | 144.9                               | NA                                      | 724,500   |
| कुल ऑर्डर मूल्य   Total Order Value (in INR) |   |                               |             |                                     |   | 724,500   |

| परोक्षी विवरण   Consignee Detail |                     |              |                    |                   |   |  |
|----------------------------------|---------------------|--------------|--------------------|-------------------|---|--|
| क्र.सं.   S.No                   | परोक्षी   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 | <p>पद   Designation :-<br/> ईमेल आईडी   Email ID : sonawane.ru@nic.in<br/> संपर्क   Contact : -9099084731-<br/> जीएसटीआईएन   GSTIN : -<br/> पता   Address : Balmer Lawrie &amp; Co Ltd Grease &amp; Lubricant Division<br/> Survey No 201/1 Sayali Rakholi Road , Silvassa,<br/> DADRA &amp; NAGAR HAVELI, DADRA &amp; NAGAR HAVELI-396230, India</p> | CASTOR OIL<br>COMMERCIAL GRADE | - | 5,000 | 26-Apr-2024 | 11-May-2024 |
|---|---|--------------------------------|---|-------|-------------|-------------|

### Product Specification for CASTOR OIL COMMERCIAL GRADE

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

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

|   |  |
|---|--|
| 1. <a href="#">SpecificationDocument1</a> | <p>mkp.gem.gov.in/catalog_data/catalog_support_document/11/28/039/CatalogAttrs/SpecificationDocument/2024/4/11/2024_04_11_10_06_48_spec-cco_2022-07-14-11-50-09_c6_2024-04-11-10-06-50_d86cbdd949a3<br/>a66b4af9bdb3773748dd.pdf</p> |
|---|--|

### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

|  |   |
|--|---|
| 1. <a href="#">SpecificationDocument</a> | <p>mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/794113/54/78/703/CatalogAttrs/SpecificationDocument/2022/7/14/spec-cco_2022-07-14-11-50-09_c6031691ce4b252a49f90fff81923891.pdf</p> |
|--|---|

### 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 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

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.

##### 2.4 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.

##### 2.5 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.

##### 2.6 Generic

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

12

Shelf Life. On the date of supply, minimum

12

usable shelf life should be available / balance.

##### 2.7 Generic

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

##### 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 Scope of Supply:

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

**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 25% of total value.

**2.11 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.

**2.12 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:

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- 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:**

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.

**2.15 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**Please find below list of mandatory documents to be uploaded all seller on your company letterhead with seal and sign.**

**1. Ground of Defense of India.**

**2. Local Content Declaration**

**3. Conflict of Interest**

**4. Kindly confirm Terms and Condition & Specification on bidder company letter head as a token of acceptance**

**2.16 Buyer Added Bid Specific ATC:**

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

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.