



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4921298  
Dated/दिनांक : 09-05-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-05-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-05-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Materials Department
Organisation Name/संगठन का नाम	Mangalore Refinery & Petrochemicals Limited
Office Name/कार्यालय का नाम	Refinery Division-mangalore Refinery & Petrochemicals Ltd, Kuthethoor,mangalore-575030, Karnatak State
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	EA335364X COMPLETE TUBE BUNDLE ASSEMBLY FOR OIL COOLER OF EXTRUDER 335EX360X GEAR BOX
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes

**Bid Details/बिड विवरण**

<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Pre Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	BUREAU VERITAS (INDIA) PRIVATE LIMITED
<b>Quality Assurance Plan document</b>	<a href="#">1715228520.pdf</a>
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	76000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Company

Refinery Division-mangalore Refinery & Petrochemicals Ltd, Kuthethoor,mangalore-575030, Karnatak State, Materials Department, Mangalore Refinery & Petrochemicals Limited, Ministry of Petroleum and Natural Gas (Mangalore Refinery And Petrochemicals Limited)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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## Details of the Competent Authority for MII

Name of Competent Authority	Level VI
Designation of Competent Authority	SM
Office / Department / Division of Competent Authority	Materials
CA Approval Number	As per Approval.
Competent Authority Approval Date	09-05-2024
Brief Description of the Approval Granted by Competent Authority	As per Approval .

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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% (Selected by Buyer) 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 100%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

## 2. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

## **EA335364X COMPLETE TUBE BUNDLE ASSEMBLY FOR OIL COOLER OF EXTRUDER 335EX360X GEAR BOX ( 1 set )**

### **Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### **Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्र</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Sunil Kumar Sharma	575030,Mangalore Refinery & Petrochemicals Limited Kuthetoor PO , Via Katipalla , Mangaluru	1	180

### **Buyer added Bid Specific Additional Scope of Work**

<b>S.No.क्र.सं</b>	<b>Document Title</b>	<b>Description</b>	<b>Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items</b>
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S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	PQC,BEC and Rejection Criteria <a href="#">View</a>	PQC,BEC and Rejection Criteria	EA335364X COMPLETE TUBE BUNDLE ASSEMBLY FOR OIL COOLER OF EXTRUDER 335EX360X GEAR BOX(1)
2	Contact details and Declaration Formats <a href="#">View</a>	Contact details and Declaration Formats	EA335364X COMPLETE TUBE BUNDLE ASSEMBLY FOR OIL COOLER OF EXTRUDER 335EX360X GEAR BOX(1)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

## **Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

### **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. 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.

### **3. Scope of Supply**

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

### **4. 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.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

(a) **EMD** : Applicable (refer Rejection criteria Sno.2)

(b) **SD(@5%of Contract Value)/e-PBG** : Applicable

(c) **Integrity Pact(if applicable)**: Not applicable

(d) **Detailed Material Description :**

Item	Item Code	Description	Qty	Uom
1	1000167752	EA335364X COMPLETE TUBE BUNDLE ASSEMBLY FOR OIL COOLER OF EXTRUDER 335E X360X GEAR BOX	1	SET

(e) **Third party Inspection (TPI): Applicable**

On behalf of the Buyer organization below inspection requirement shall be followed,

Pre-dispatch Inspection : By TPI agencies like M/s. TUV/DNV/Lloyds Register/IRCLASS Systems & Solutions Private Limited/EIL only as per technical specification.

Post Receipt Inspection at consignee site before acceptance of stores: By MRPL at refinery site.

(f) **Warranty:** Applicable@**12 (Twelve)** months from the date of completion of installation & commissioning at site or **18 months** from the date of shipment (LR date shall be considered for shipment), whichever is earlier. In case of Part supply, Last consignment date shall be considered for warranty/performance purpose.

(g) Quoted rates shall be inclusive of all charges as applicable including GST,TPI charges, insurance charges, P&F charges etc.

(h) Bidder are advised to submit complete seal and signed copy of tender documents along with the technical bid.

(i) **Price Reduction Schedule (PRS)/ LD Clause:** Applicable@½% of the contract/Purchase Order per week or part thereof for delay in supplies subject to a maximum ceiling of 5% of Purchase Order/contract value. PRS will be imposed on the cost of contract price of delayed supplies, except however, where, in the judgement of MRPL the supply of partial quantity does not fulfill the operating need, PRS will be imposed on full value of the Purchase Order.

(j) **WEIGHTS AND MEASUREMENTS:** All weight and measurements/Quantity on receipt of Goods at MRPL site shall be treated as final.

(k) **TRANSIT RISK/Insurance upto MRPL site:** at Seller scope.

(l) **CONTACTING MRPL:** refer enquiry documents.

(m) **Material Marking:** While delivering the material PO vendor shall mandatorily tag all the material sup

plied with Item code given by MRPL as given the GeM enquiry documents along with the material safety/handling data sheet.

**Note:**

1) Marking shall be bold (minimum letter height 5 cms) with visible ink.

2) All Documents/Material delivered to MRPL shall also contain MRPL Purchase Requisition (PR) reference number in addition to GeM reference number.

**MRPL PR reference number:** 3000023482

**(n) DESPATCH INSTRUCTIONS:**

The goods shall be consigned in the name of consignee viz.,

**Materials Department**

**Mangalore Refinery & Petrochemicals Limited,**

**Kuthethoor P.O., Via Katipalla,**

**Mangaluru- 575030, Karnataka, India.**

**Phone : + 91-824-2882229/2274**

**Fax : + 91-824-2271239**

**(o) BG VERIFICATION:**

The details of beneficiary for issue of BG under SFMS platform is furnished below;

**Name of Beneficiary:** Mangalore Refinery and Petrochemicals Limited

**Beneficiary Bank, Branch and Address:** Union Bank of India (Erstwhile Corporation Bank), MRPL, Kuthethoor Post, Mangalore - 575030, Karnataka,

**IFSC Code:** UBIN0905925

**SWIFT Code:** UBININBBMAP

**MICR Code:** 575026018

**(p) Payment terms:** 100% payment will be released within 10 days of issue of consignee receipt-cum-acceptance certificate (CRAC) as per GeM.

**(q) Purchase Preference Local Content (PPLC) Make in India (as applicable) :** Seller are required to submit valid declaration documents in support of PP-claim clearly mentioning percentage of Local content and place of value addition as per policy directions/guidelines.

**(r) GeM GTC Applicability:** All other terms and conditions shall be applicable as per GeM General Terms and Conditions.

**(s)** All Invoices shall be raised in name of Consignee only.

**(t) 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.

**(u) GST :** 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 (which ever is lower), subject to the maximum of quoted GST %.

**(v) Forms of EMD and PBG**

Bidders can also submit the EMD(as applicable) 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.

Successful Bidder can submit the Performance Security(as applicable) 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.

**(w) Electronic Fund Transfers**

Bidder can submit EMD amount in the form of Electronic Fund Transfer (NEFT/ RTGS/ Any other Mode of Internet Banking Transfer). However In case of Electronic fund transfer, UTR / Remittance Details, EMD Amount, Transaction date etc. to be submitted as per attached format to be submitted along with technical bid.

Successful Bidder can submit the Performance Security(as applicable) in the form of Electronic Fund Transfer (NEFT/ RTGS/ Any other Mode of Internet Banking Transfer). However In case of Electronic fund transfer, UTR / Remittance Details, Performance Security Amount, Transaction date etc. to be submitted as per attached format and proof of same shall be delivered to buyer within 15 days of award of contract.

**(x) Technical Remarks:**

Technical Specifications for PR No. 300023482, Fabrication Testing and supply 1nos. of complete tube bundle for EA335364X (Extruder Lube Oil Cooler) in PP Unit shall be followed. Same is attached along with tender.

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.



3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**