



TENDER DOCUMENT

for

HIRING OF INTERNAL AUDITORS FOR MRPL

OPEN TENDER No: 3300002743

Inviting Sealed tenders in DUPLICATE under “Two Bid System” for a period of ONE (01) year (for financial year 2015-16) as per tender

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SALE OF DOCUMENTS FROM 15.01.2015 to 14.02.2015

LAST DATE FOR BID SUBMISSION 16.02.2015;

TIME: 15.00 HRS

Instruction to Bidder (ITB)

MRPL/TENDERS/3300002743

DATE: 15.01.2015

TO

Dear Sirs,

SUBJECT: Hiring of internal Auditors for MRPL as per tender.

A. MRPL, invites sealed tenders for the above jobs as follows:
The Tender documents are available for sale as per the schedule/details. The interested parties are requested to submit the Tender fee through DD (non-refundable as indicated below).

Sale of Tender documents : From 15.01.2015 to 14.02.2015

Tender fee : Rs. 528/- (Inclusive of VAT)

Pre bid Conference : NOT APPLICABLE

Due date / Time of bid submission : 16.02.2015, 15.00 Hrs.

(Last date for bid submission)

Time of Technical Bid Opening : 16.02.2015, 15.30 Hrs.

Earnest Money Deposit (EMD) : Rs. 3,82,000/- (Rupees Three lakhs eight two thousand only)

B. The Tender document comprises of following sections:-

Section I -- Instruction to the Tenderer/General conditions of the Contract

Section II -- Formats of EMD, Security Deposit, Integrity pact etc.

Section III -- Evaluation Criteria, Scope of work, etc.

Section IV --Price Bid format.

C. The vendor shall submit the offer fulfilling the following conditions:

1. Earnest Money Deposit shall be submitted by way of Demand Draft in favour of M/s Mangalore Refinery and Petrochemicals Limited, and payable at Mangalore. Bank Guarantee in place of demand draft shall also be accepted as per format enclosed. BG shall be valid for 120 days from the date of bid submission date.

Offer submitted without EMD will be summarily rejected without assigning any reason.

2. Please refer to Bid Eligibility Criteria (qualifying criteria) and Bid Evaluation Criteria as per [Section III](#).
3. Price bid & technical bids if submitted together shall be summarily rejected.
4. Offer submitted without EMD and Integrity pact will be summarily rejected without assigning any reason.
5. Technical bid to contain all relevant documents as required for Eligibility, all page of tender document duly signed for acceptance, Integrity pact, tender fee, EMD, Bid evaluation matrix duly signed for all details with required testimonials etc.

6. Vendors should get clarified all the technical doubts and other points related to the tender before submitting the offer and no deviation is allowed after freezing of the Technical specifications, terms and conditions.
7. MRPL reserves the right to reject any or all the tenders or to accept in part without assigning any reason thereof and the decision in the matter will be final and binding on all the parties.
8. In case of Tender fee, the parties are requested to send Tender fee by way of DD/Bankers cheque (non-refundable) issued by a Scheduled/ Nationalised Bank in the name of MRPL, Mangalore payable at Mangalore
9. EARNEST MONEY DEPOSIT (EMD) OF VALUE MENTIONED ABOVE SHOULD BE SENT IN A SEPARATE COVER TO GGM (MATERIALS & IS), MATERIALS DEPARTMENT, MANGALORE REFINERY & PETROCHEMICALS LIMITED, KUTHETHOOR P.O., VIA KATIPALLA, MANGALORE- 575 030. SUPER SCRIBE TENDER NUMBER AND BID SUBMISSION DATE ON THE ENVELOPE. IT SHOULD REACH POSITIVELY ON OR BEFORE THE BID DUE DATE AND TIME. OTHERWISE, THE BID WILL BE LIABLE FOR REJECTION.
10. Please refer to SCC (Special Condition of Contract) for Eligibility criteria, Rejection criteria, Evaluation criteria etc.

Thanking you,

For Mangalore Refinery Petrochemicals Limited

AUTHORISED SIGNATORY

SECTION I

GENERAL CONDITIONS OF CONTRACT (GCC)

TERMS AND CONDITIONS (forming part of Technical Bid)

1. GENERAL GUIDELINES

- a. Tender should be submitted in the prescribed form supplied by the company only.
- b. Every tenderer must be strictly in accordance with the conditions and specifications prescribed by MRPL. Special conditions (if any) submitted along with the tender documents by the bidder will not be applicable to this Tender, in case they are in conflict with any of our terms and conditions.
- c. All entries in the tender must be written in permanent ink or typewritten without use of eraser or overwriting. Corrections if any, should be attested under the full signature of the tenderer.
- d. All the Rates given in the Tender must be expressed both in words and in figures and in case of difference between the two, the rates given in words would be final and considered correct.
- e. All tenderers are required to read these conditions carefully and return one set duly signed by them as token of having read, understood and accepted the conditions, along with information called for by MRPL.
- f. All tenderers are required to go through the GCC/SCC and sign all the pages for acceptance of all the terms and conditions.

2. EARNEST MONEY DEPOSIT

- a) Incomplete tender/ tenders without requisite EMD will be rejected. The Company reserves the right to reject a tender or all the tenders without assigning any reason whatsoever.
- b) The tenderer or their representatives with necessary authorisation letter can be present during the Pre bid conference, if any.
- c) Company will not be responsible for loss or late / non receipt of EMD.
 - i. No interest shall be payable on Earnest Money Deposit.
 - ii. Late receipt of EMD will be summarily rejected.
 - iii. No Cheques will be accepted towards EMD.
- d. EMD may be paid in one of the following forms in a separate sealed cover.
 - i. Demand drafts or Pay Order drawn on Scheduled Bank in favour of MRPL, Mangalore.
 - ii. Bank Guarantee in prescribed format (enclosed) which is enclosed, executed by scheduled / Nationalised Bank and valid for a period of 180 days.
 - iii. EMD to be sent to the concerned officer before due date/ time.
- e. Earnest Money is liable to be forfeited if tenderer.
 - a. Withdraws or modifies offer in full or part during the validity period
 - b. Does not accept Purchase / Work Order if placed by MRPL
 - c. Does not Confirm of acceptance of order within the stipulated time after placement of order.
 - d. If documents submitted along with the bid are found false, fabricated etc.
- f. The following are exempted from payment of EMD & Tender Fee
 - i. The unit is registered with NSIC for the item tendered.

- ii. In- line with the Government Directives, Small Scale Industrial Units registered with National Small scale Industries Corporation (NSIC) under the single point registration scheme shall be exempted from submitting EMD for items registered with NSIC and upto the monetary limit specified in the registration certificate.
- iii. Registration Certificate is valid as on date of opening of the tender.
- iv. Photostat / scanned copy of valid NSIC registration certificate.
- v. PSU'S are exempted from payment of EMD.

g. Refund of EMD

- i. If the successful tenderer commences supplies / work and also lodges the security deposit in the manner prescribed and within the period specified, MRPL shall return to him Earnest Money Deposit, paid by him without any interest thereon.
- ii. Earnest Money Deposit will be refunded to all unsuccessful tenderers after finalisation of the Tender without any interest within 15 days.

3. Bid Validity/Bid opening

- a. The rate quoted against this tender shall be valid for a period of 120 days from the date of opening of tenders and once the quotation is accepted and order placed on the successful tenderers, the rate shall be valid for the full period of the contract (INCLUDING THE EXTENDED PERIOD , IF OPTED BY MRPL). Tenderers are requested to carefully study the entire tender document and the conditions so specified before quoting their rates, no alteration in the tender rates quoted will be allowed.
- b. The price will remain firm except for change / imposition of any new /additional statutory levies/taxes/duties on plant and equipment /Services if applicable. The price shall be inclusive of all current applicable duties (WCT etc/taxes/charges etc. The details of such duties/taxes are specified with break up. Only Service tax, as applicable shall be payable extra.
- c. The Technical bid opening for Public Tenders will be done on the same day of Bid closure. The price bid of the qualifying parties will be opened in [online](#) as per MRPL Procedures.

4. ACCEPTANCE OF TENDER

MRPL reserves the right to accept or reject in part or whole any or all the tenders received without assigning any reason whatsoever. MRPL is not bound to accept the lowest tender and reserves the right to split the tender if deemed fit. The decision of MRPL in this regard shall be final.

5. COMMERCIAL TERMS

a. SECURITY DEPOSIT

The Successful tenderer will have to deposit with MRPL (within 15 days of award of work order) an amount equivalent to 10% of Contract value interest free security deposit towards due & satisfactory performance of contract, such SD shall be limited to annual order value in case of Annual rate contract only.

In the form of Pay order or Demand Draft in favour of MRPL drawn on a Nationalised / scheduled bank payable at Mangalore on which no interest will be payable or

In the form of Bank Guarantee from Nationalised / scheduled bank acceptable to MRPL as per company standard Performa which is enclosed. The Bank Guarantee will be valid for 1 year, renewable every year, for the balance period of the contract

MRPL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to MRPL from the successful tenderer. The Security Deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer, will be refunded within 15 days of on satisfactory completion of the contract. No interest is payable by MRPL to the successful tenderer on the security deposit.

Security deposit shall be forfeited in case the vendor fails to execute the order.

c. Payment terms: As per Special conditions of Contract (SCC).

d. Payment mode:

MRPL has introduced Electronic payment system for all vendors / contractors. All payments shall be through electronic mode (RTGS/NEFT) from our Corporation Bank Account. Therefore, vendors are requested to furnish the information as per attached format on issue of order to successful bidder. Any change in the particulars shall be immediately informed to MRPL.

6. CANCELLATION /TERMINATION

MRPL shall be at liberty to cancel the contract forthwith at any time under the following conditions.

- a. If the successful tenderer shall commit a breach of any of the conditions stipulated contract and fail to remedy such breach within four days of the receipt of the written notice from MRPL in this regard.
- b. Upon
 - i. The death or adjudication as insolvent of the successful tenderer, if he/she be an individual.
 - ii. The liquidation, whether voluntary or passing of the effective resolution for winding up of the successful tenderer if it be a company.
- c. If any successful tenderer or any partner in the firm of the successful tenderer shall be convicted of any criminal offence.
- d. If a receiver is appointed of any property or assets of the successful tenderer.
- e. If the work/ services are no more required by MRPL.
- f. If the license issued to the successful tenderer by the relevant authorities for modification filling and storage of bitumen supplied by MRPL is cancelled or revoked.
- g. If the successful tender deliberately contaminates or tempers with quality or product supplied by MRPL.
- h. MRPL will be at liberty to short close the contract work order without assigning any reason whatsoever by giving a notice of 1 (One) month
- i. Specified delivery schedule/ completion period is not adhered to beyond 3 months from due date unless specifically agreed by MRPL.
- j. Laid down specifications are not adhered to or when the performance of the contract is unsatisfactory
- k. Major contractual terms and conditions are violated insolvency of the supplier

The MRPL right to cancel the contract under the terms, aforesaid shall be without prejudice to any of its other rights and remedies against the successful tenderer In the event of MRPL cancelling the contract, it shall not be liable to pay for any loss or compensation in respect of such cancellation

7. LIQUIDATED DAMAGES FOR DELAYS EXECUTION OF CONTRACT:

If the successful tenderer commits any default or breach of terms and conditions of the Work Order to be placed on them or fail in the due performance thereof within the time fixed by the contract (which is the essence of the contract) and do not complete the entire supplies / work on the stipulated due date, MRPL shall be entitled to recover from the successful tenderer by way of compensation or liquidated damages an amount calculated at the rate ½% value of the contract price subject to a maximum of 5 % of value of the contract for every week or part thereof the delay beyond the stipulated date.

LD will be imposed on the cost of contract price of delayed in completing the work within the scheduled time, except however, where, in the judgment of MRPL the executed partial job/work quantity does not fulfill the operating need, LD will be imposed on full value of the Work Order

8. ARBITRATION CLAUSE

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to arbitration as provided hereunder:

- 1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and

not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of arbitrator	Appointing authority
UptoRs. 5 crore	Sole Arbitrator	MD, MRPL
Above Rs. 5 crore	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of MRPL and / or is a retired officer of MRPL / any PSU. However, neither party shall appoint its serving employee as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party /arbitrators to appoint to another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims (excluding interest)	Period for making and publishing of award (counted from the date of first meeting of the arbitrators):
UptoRs. 5 crore	Within 8 months
Above Rs. 5 crore	Within 12 months

The above time limit can be extended by the arbitrator, for reasons to be recorded in writing, with the consent of the parties.

8. Each party shall be responsible to make arrangements for the travel and stay etc., of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangement for Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, MRPL shall make all necessary arrangements for his travel / stay and the expenses incurred shall be shared equally by the parties.
9. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
10. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
11. Subject to aforesaid, provisions of the Arbitration and conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

9. TIME SCHEDULE/MOBILISATION/COMPLETION PERIOD – Job start date 01/04/2015 tentatively for a period of one year and can be extendable at the discretion of MRPL for one more year.

**PROFORMA OF BANK GUARANTEE FOR SECURITY
DEPOSIT/PERFORMANCE BOND**

(To be executed ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Ref: Bank Guarantee No.....

Date.....

To:

M/s. Mangalore Refinery & Petrochemicals Ltd.,
Regd. Office: Kuthethur P.O
Katipalla
Mangalore 575 030

Dear Sir,

1. In consideration of Mangalore Refinery & Petrochemicals Ltd., having its Registered Office at Kuthethur, Katipalla, Mangalore 575 030 (hereinafter referred to as the inchCompany inch which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors) and having entered into a contract dated (hereinafter called the inchContract inch which expression shall include all the amendments thereto) with M/S. having its Head/Registered Office at.....(hereinafter referred to as the inchContractor inch (which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the contract having been unequivocally accepted by the contractor resulting in a contract bearing No. dated..... Valued at for (scope of work) and the Company having agreed that the Contractor shall furnish to the Company a performance guarantee for the faithful performance of the entire contract to the extent of % of the contract price, i.e. Rs..... (in word) we (bank)..... having its registered office at.....(hereinafter referred to as the inchBank inch which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the Company any money or all moneys to the extent of Rs..... (Rupees) in aggregate at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made, by the Company on the Bank shall be conclusive and binding notwithstanding any difference between the Company and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Company in writing.
2. The Company shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the contract by the Contractor, or vary the terms of the Contract. The Company shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor any to exercise the same at any time in any manner and either to enforce, or to forbear from enforce, any covenants contained or implied in the contract between the Company and the Contractor or any other course or remedy or security available to the Company. The Bank shall not be released of its obligations under these presents by any exercise by the Company of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance of other act or forbearance of other acts of Company or any other indulgence shown by the Company or by any other matter of thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.
3. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that Company may have in relation to the Contractor's liabilities.
4. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and it shall continue to be enforceable till all the dues of the Company under or by virtue of this contract have been fully paid and claim satisfied or discharged or till the Company discharges the Guarantee in writing.
5. We further agree that as between us and Company for the purpose of this Guarantee any notice given to us by the Company and any amount claimed in such notice by the Company that the money is payable by the Contractor and any amount claimed in such notice by the company shall be conclusive and binding on us notwithstanding any difference between the Company and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by

any change in our Constitution or that of the Contractor. We also undertake not to revoke this Guarantee during its currency.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs..... (Rupees) I aggregate and it shall remain in full force upto and including sixty days after unless extended further, from time to time, for such period as may be instructed in writing by M/S..... on whose behalf this Guarantee has been given, in which case it shall remain in full force upon and including 60 days after extended date. Any claim under this Guarantee must be received by us before the expiry of the 60 days from or before the expiry of the 60 days from the extended date. If no such claim has been received by us within the sixty days has been received by us within the sixty days after the said date/extended date, the Company's right under this guarantee will cease. However, if such a claim has been received by us within and upto sixty days after the said date/extended date, all the Company's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Dated this Day of200....

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

(OFFICIALADDRESS)

(Designation with Bank Stamp)

_____ Attorney as per power of

Attorney No.....

Dated:.....

PROFORMA OF BANK GUARANTEE

(FOR EARNEST MONEY DEPOSIT AS APPLICABLE)

(On non-judicial paper of appropriate value)

1) In consideration of M/s Mangalore Refinery And Petrochemicals Ltd., registered under the Companies Act, 1956, having its Registered Office at Kuthethoor P.O., Via Katipalla, Mangalore-575030, hereinafter called MRPL in which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns having invited / floated Tender to _____ Proprietorship / Partnership Firm / Company registered under the Indian Partnership Act, 1932 / the Companies Act, 1956, having its office at _____, (hereinafter called the Tenderer in which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns vide Tender No. _____ dated _____ (hereinafter called the Tender in which expression shall include any amendments / alterations to the Tender by MRPL for the supply of goods to / execution of services for MRPL and MRPL having agreed not to insist upon immediate payment of Earnest Money for the fulfillment and the performance of the said Tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only). We, _____ having office at _____ and Head Office at _____ (hereinafter referred to as The Bank in which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns at the request and on behalf of the Tenderer hereby agree to pay to MRPL without any demur on first demand an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by MRPL by reason of non-performance and non-fulfillment or for any breach on the part of the Tenderer of any of the terms and conditions of the said Tender.

2) We _____ further agree that MRPL shall be the Sole Judge whether the said Tenderer has failed to perform or fulfill the said Tender in Terms thereof or committed breach of any of the terms and conditions of the Tender and the extent of loss, damage, costs, charges and expenses suffered or incurred or would be suffered or would be incurred by MRPL on account thereof.

3) We _____ Bank further agree that the amount demanded by MRPL as such shall be final and binding on the Bank and the Bank undertake to pay to MRPL the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Tenderer or any suit or other legal proceedings including Arbitration pendings before any Court, Tribunal or Arbitrator relating thereto and our liability under this guarantee being absolute and unconditional.

4) We, _____ Bank, further agree with MRPL that MRPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or extend time for the performance by the Tenderer from time to time or to postpone for any time any of the powers exercisable by MRPL against the Tenderer and to forbear to enforce any of the terms and conditions relating to the Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Tenderer or for any forbearance, act or omission on the part of MRPL or any indulgence by MRPL to the Tenderer or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5) NOTWITHSTANDING anything herein before contained, our liability under this guarantee is restricted to Rs. _____ (Rupees _____). Our liability under this guarantee shall remain in force until expiration of 180* days from the date of opening of the said Tender. Unless a demand or claim under this guarantee is made on us in writing within the said period, that is, on or before _____* all rights of the Messers under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6) We, _____ Bank, further undertake not to revoke this guarantee during its currency except with the previous consent of MRPL in writing.

7) This guarantee shall not be affected by any change in the constitution of the Tenderer or the Bank or MRPL and shall remain in full force and effect until the liabilities of the Bank are discharged by MRPL

IN WITNESS WHEREOF the Bank has executed this document on this _____ day of _____ 2015.

For _____ Bank

*Pl. mention/put specific date

INTEGRITY PACT

Between

Mangalore Refinery and Petrochemicals Ltd (MRPL) hereinafter referred to as "The Principal",

and

M/s _____ hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for procurement of products / services vide tender No. MRPL/PUR/_____/_____ dt._____. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and International experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

For "The Principal" For "The Bidder/Contractor"

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartellization in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if [the Principal after due consideration of the available evidence, concludes that](#) no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question

such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

- (4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages [equivalent to Earnest Money Deposit / Bid Security](#).
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages [equivalent to Security Deposit / Performance Bank Guarantee](#).
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the principal only to the extent of the damage in the amount proved.

For "The Principal"

For "The Bidder/Contractor"

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal **before contract signing**
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors & Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders / Contractors / Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor / Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

- (1) **The Principals appoints** competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. **However the Independant External Monitor shall give an opportunity to the bidder / contractor to present their case before making its recommendation to the Principal.**

For "The Principal"

For "The Bidder/Contractor"

- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other Provisions

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mangalore. [The Arbitration clause provided in teh main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.](#)
- (2) Changes and supplements as well as termination notices need to be made in writing. Side Agreements have not been made.

Section- III

Hiring of Internal Auditors for MRPL for the financial year 2015-16

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Scope of work

MRPL is located at Mangaluru in the State of Karnataka and have branch offices, retail outlets and depots. At present, there are offices for MRPL at Mangaluru, New Delhi, Mumbai, and Bengaluru; retail outlets at Maddur and Hubballi in Karnataka; depots at Hindupur in Andhra Pradesh, Hosur in Tamil Nadu and Kasargod in Kerala.

The Audit firm shall carry out a comprehensive internal audit at Mangaluru Refinery, branch offices, company owned company operated retail outlets and depots (including existing & proposed) for Financial Year 2015-16.

Internal Audit encompasses the examination and evaluation of the adequacy and effectiveness of the organization's system of internal control. It covers the following Audit areas:

- Review the existing policies and procedures and comment on adequacy of the same for internal control purposes, to ensure adherence to internal guidelines, policy, evolve best practices and to report deviations.
- Reviewing and appraising the economics, efficiency and effectiveness with which resources are employed and utilized.
- Review individual transactions on a test check basis to ensure compliance with laid down policies and procedure of the organization, key laws and legislations.

The Audit Firm should carry comprehensive internal audit reviews comprising the following specific functions:-

1. Finance & Accounting (Two reviews)

- Authorization of expenses and payments
- Scrutiny of Lenders/ Shareholders agreements for compliance of terms
- Scrutiny of bills raised and payments made to contractors and consultants
- Verification of purchase bills
- Verification of invoices of sales
- Cash & bank and treasury management
- Revenue & receivables
- Fixed Assets accounting
- Payroll accounting – Verifying the payroll & employees related expense including travel, conveyance etc, with their appointed terms and company guidelines
- General accounting
- Budget Controls – To review & evaluate MIS reports, Budgeting and Costing systems and point out variances
- Direct and Indirect Taxation – Verifying statutory compliance with the following laws:
 - Income tax Act, 1961 with an emphasis on compliance of TDS provisions
 - Karnataka State VAT Act & Service Tax
 - Companies Act 2013 with an emphasis on corporate governance requirements
 - Labor Laws such as EPF/ESI/Payment of Gratuity Act and local legislations to the extent identified
- Compliance of Accounting Standards and other pronouncements issued by ICAI
- Ledger, Vendors and Customers scrutiny
- Review of Interim Financial Statements, prepared by the company, to ensure proper presentations & disclosures are in accordance with the statutory requirements and Compliance with applicable Indian Accounting Standards.
- Review of the consolidated financial statements of the company from the management control perspective of various assets, liabilities etc.,

- To evaluate effectiveness of company's Internal controls and suggestions for improvement in process controls at refinery and other locations.
- Review of items such as:
 - Status of each cash and bank account and balance thereof.
 - Details of Sundry Debtors and age-wise analysis with recovery status.
 - Details of Creditors with age-wise analysis and status of payments.

2. Personnel & Administration (One Review)

- Policies & Procedure for Human Resource Management and Training
- Statutory/ Local compliances
- Payroll processing

3. Marketing (One review)

- Review of Process employed/strategy for Marketing
- Deal Pricing and Structure
- Marketing research-identification of markets/segments
- Performance Evaluation

4. Material Management (Two Reviews)

- Review of Materials / Services planning and Budgeting
- Materials / Services requisitioning and procurement / Hiring
- Material /Services receipt & payment, Inventory – Physical verification of stocks (including crude, products and Bitumen drums).
- Review of contracts awarded on nomination basis.

5. Audit firm should also review at least once in a year all the branches (minimum 3 days per branch)/ depot/ retail outlets (minimum 2 days per unit).

6. Audit firm should also cover the Refinery Operations including planning, Technical services and Oil Movement and Storage according to the scope as per the Oil & Gas Refining & Marketing (Downstream), Technical guides on Internal Audit issued by the ICAI.

Note:

The quarter-wise division of scope of work shall be decided by the audit firm in consultation with the Company, at the beginning of the year's audit.

Special Conditions of Contract

A. AUDIT TEAM:

The Audit team should consist of suitable members with qualified finance professionals and having qualification of CA/ICWA/MBA (Finance) and also qualified Technical Members in all the relevant streams.

The lead audit member should be having an experience of at least 10 years in Downstream Oil and Gas firm and other audit members should have an experience of at least 5 years in downstream Oil and Gas firm.

The selection of the team members must consist of reasonable mix of specialized backgrounds essential to complete the assignment of this size and nature. The team should have knowledge of SAP and Computer skills.

B. TIME LIMIT FOR COMPLETION:

Audit firm must submit the final Audit Report of the quarter within a month after the quarter end date of respective quarter.

For example:

For the First quarter of financial year 2015-16 ending on 30th June, 2015, the date of submission of the final Audit report will be on or before 31st July, 2015.

C. PAYMENT SCHEDULE:

The following payment schedule will be adopted:

1. The firm shall submit to MRPL, in triplicate, invoices in respect of the fees payable on issuance of final report as per details below addressed to Head(Internal Audit), MRPL:

Quarter - 1	:	20%
Quarter - 2	:	20%
Quarter - 3	:	20%
Quarter - 4	:	40% (On satisfactory completion of the entire scope of audit)

Out of Pocket Expenses (OPE) are to be claimed quarterly. This shall be reimbursed as per actual, limited to the ceiling within the quoted OPE in the Price Bid. (Travel inside the premises is also to be arranged by the Audit firm)

2. MRPL shall make payment of invoices free from any deficiencies within thirty (30) days of receipt thereof.

D. OTHER CONDITIONS:

1. Internal Audit team should work in strict confidence and ensure that the data, statements and any other information in respect of the operation of the location / work centre / Company is dealt with in strict confidence and secrecy.
2. Neither the Internal Audit firm nor its partner(s) or associates should have any interest in the business of the Company and have any relationship with the directors of company. They should be free from dis-qualification and not crossing the limits etc., if any, prescribed under the statutes, rules and notifications.
3. The tenure of appointment shall be for one year i.e., for the financial year 2015-16. The tenure may be renewed further at the discretion of the Company.
- .5. Travel/Food Inside the premises are also o be arranged by the bidders themselves. If provided by MRPL, the same shall be debited to the out of pocket expense limit quoted.

6. Overwriting/correction/erasing and/or use of white ink should be avoided in the Offer. However, if any overwriting/correction/erasing is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant firm.
7. The Company reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more applicant(s) at any stage or to cancel the process entirely at its sole discretion without assigning any reason whatsoever.
8. For partners/Lead audit member, to attend the audit committee meetings and for other requirements on invitation by the company, the tour expenditure shall be borne by company as per the company rules in vogue.

Submission of Offers

Tender document is to be submitted in full with clear and complete details and duly supported by documentary evidence(s), duly filled in with requisite details.

Price offer is to be submitted forming part of this proposal document, in clear terms.

Both techno commercial and price offer should be kept in two separate sealed envelopes clearly super scribing as "Techno commercial offer for appointment of Internal Auditor for FY 2015-16" and "Price offer for appointment of Internal Auditor for FY 2015-16" respectively and both these sealed envelopes should be put in third envelope which should be sealed, super scribed as "Offer for appointment of Internal Auditor for FY 2015-16" and submitted to the following address.

The envelopes containing offer(s) should bear the applicant firm's name and address.

Office of Group General Manager (Materials)
Mangalore Refinery and Petrochemicals Limited
Post - Kuthethoor, Via - Katipalla,
Mangalore – 575030
Dist – Dakshina Kannada (Karnataka)

The last date for receipt of the offers at MRPL premises is 16th Feb 2015. Offers received after this date shall not be considered.

BID EVALUATION CRITERIA

A. Vital criteria for acceptance of bids:-

Bidders are advised not to take any exception/deviations to the bid document. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids may not be considered and may be rejected outright, at the sole discretion of MRPL.

B. REJECTION CRITERIA

B.1 Technical rejection criteria

The following vital technical conditions should be strictly complied with failing which the bid may be rejected:

Bid should be complete and covering the entire scope of work indicated in the bid documents. Incomplete and nonconforming bids may be rejected outright.

2.0 Eligibility and experience of the bidder:-

2.1 Work Experience:

2.1.1 The audit firm shall be in existence for a minimum period of five years and have experience of carrying out minimum two audits (statutory/internal) of any continuous process industry having a turnover of minimum Rs. 20,000 Crores during last three years reckoned from the date of techno-commercial bid opening.

To this effect, Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above. (If some confidentiality clause prohibits giving any of this information, then at the discretion of MRPL, this may be waived off).

2.1.2 Annual turnover of audit firm shall be at least Rupees Fifty Lakhs. (Rs 50, 00,000/=)

For the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous three financial years shall be considered.

In the techno commercial bid, the bidder shall submit a 'certificate of compliance' to the effect of the above.

In case the information above are found to be incorrect later on after opening of price bids, then their bids will be rejected in case the bidder is not actually meeting the required financial criteria.

2.2 AUDIT TEAM:

The Audit team should consist of suitable members with qualified finance professionals from India and having qualification of CA/ICWA/MBA (Finance) and also qualified Technical Members in all the relevant streams.

The lead audit member should be having an experience of at least 10 years in downstream Oil and Gas firm and other audit members should have an experience of at least 5 years in downstream Oil and Gas firm

The selection of the team members must consist of reasonable mix of specialized background essential to complete the assignment of this size and nature. The team should have knowledge of SAP and Computer skills.

The audit firm confirming to the above should also forward a confirmation that these personnel shall be associated with the assignment throughout the duration of the assignment.

B.2 Commercial rejection criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

1.0 Bid should be submitted in Two Bid system in two separate envelopes. The Techno Commercial bid shall contain all details except price bid. The Priced bid shall contain only the price duly filled in as per the price bid format (Section- IV).

Offers with techno commercial bid containing prices in the same envelope shall be rejected outright.

The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.

2.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Conditions of Contract of MRPL, Special Conditions of Contract and Instruction to Bidders.

3.0 Offers of following kinds will be rejected:

- Telex / Telegraphic / Fax / e-Mail / Xerox / Photo copy offers and bids with scanned signature. Original bids which are not signed manually.
- Offers which do not confirm unconditional validity of the bid for 120 days from the date of opening of bid.
- Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- Offers which do not conform to MRPL's price bid format.
- Offers which do not confirm to the contract period indicated in the bid.
- Non-submission of Integrity Pact, duly signed by the same signatory who signs the bids as required.
- Offers not accompanied with a copy of valid registration certificate under Service Tax Rules or an undertaking for submission of copy of requisite service tax registration certificate along with the first invoice under the contract.
- Offers not accompanied with an undertaking that they will enter into a Confidentiality Agreement (CA) at the time of signing of contract.

C. Price Evaluation Criteria

Evaluation of bids: - The bids shall be evaluated on the total amount quoted by the bidder for Firm Scope of Work and the contract shall be awarded on the lowest bid.

D. General:

1. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.
2. The bidder is prohibited to offer any service / benefit of any manner to any employee of MRPL and that the bidder may suffer summary termination of contract / dis - qualification in case of violation.
3. On site inspection/supervision may be carried out by MRPL's officers/ representative /Third Parties at the discretion of the MRPL.

BID EVALUATION MATRIX

BEC Clause No.	BID EVALUATION CRITERIA	COMPLIANCE	Reference to page nos. of the bid document
A.	Vital criteria for acceptance of bids:- Bidder has taken any exceptions/deviations In their bid? If yes, whether bidder has indicated the same specifically in their bid?	Yes / No Yes / No	
B.1	Rejection Criteria:		
1.0	Whether the bid is complete & covering entire scope of work as per the bid document?	Yes / No	
2.0	Eligibility and experience of the bidder:-		
2.1	Does the bidder have eligibility/experience as per clause 2.1 of BEC?	Yes / No	
2.2	Whether The audit firm has given the document confirming to the the clause mentioned in 2.2 of BEC?	Yes / No	
B.2	Commercial Rejection Criteria:		
1.0	Whether bid has been submitted in two bid System as per tender document?	Confirmed/not confirmed	
2.0	Whether bidder has accepted all the terms & conditions of the tender document in toto?	Confirmed/not confirmed	
3.0	Whether bidder has submitted original offer signed manually? Whether bid validity is for 90 days? Whether quoted prices are firm during the entire period of contract? Whether quoted prices are as per the price format of the tender document? Whether bidder has accepted the contract period? Whether bid is submitted with Integrity Pact? Whether bidder has submitted copy of valid registration certificate under Service Tax Rules or an undertaking for submission of copy of requisite service tax registration certificate alongwith the first invoice under the contract?	Confirmed/not confirmed Confirmed/not confirmed Confirmed/not confirmed Confirmed/not confirmed Confirmed/not confirmed Confirmed/not confirmed Confirmed/not confirmed	
	Whether bidder has submitted an undertaking that they will enter into a Confidentiality Agreement (CA) at the time of signing of contract?	Confirmed/not Confirmed	

C.	Price Evaluation Criteria		
1.0	Whether bidder has agreed to the Price Evaluation Criteria at clause C. of BEC.	Yes/No	
D	General		
1	Whether bidder noted that the BEC over-rides all other similar clauses operating anywhere in the Bid Documents?	Confirmed/not confirmed	
2	Whether bidder noted that the bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of MRPL and that the contractor may suffer summary termination of contract / disqualification in case of violation of this provision.	Confirmed/not confirmed	
3	Whether bidder noted that On Site inspection/supervision will be carried out by MRPL's officers/representative/Third Parties at the discretion of MRPL.	Confirmed/not confirmed	

Signature of bidder:
Seal

Details for Payment thru Bank

Group General Manager (Finance),
Mangalore Refinery and Petrochemicals Limited, PO: Kuthethoor,
Via: Katipalla,
Mangalore-575030
Karnataka.

Sub: Authorization for payments through Electronic Fund Transfer system/RTGS/NEFT

We hereby authorize Mangalore Refinery and Petrochemicals Limited (MRPL) to disburse all our payments through electronic fund transfer system/RTGS/NEFT. The details for facilitating the payments are given below:-

Sr No	Particulars	
1	Name of the Beneficiary	
2	Name of the Bank	
3	Name of the Bank's Branch	
4	Full Address of the Branch	
5	Bank Account Number	
6	Type of the Bank Account (savings/current)	
7	IFSC Code of the Bank	

I/We hereby, declare that particulars given above are correct and complete and if the transaction is delayed or credit is not affected due to incorrect information, I/We will not hold Mangalore Refinery and Petrochemicals Limited, responsible.

Note: Please enclose one cancelled cheque for e-payment

Authorised Signatory
Seal with Date

BANK CERTIFICATION

It is certified that above mentioned beneficiary is holding A/c No. _____ with our branch and the bank particulars mentioned above are correct.

Authorized Signatory
Seal with Date

SECTION -IV

PRICE BID

Sr No	Particulars	Fee in Rupees
1	Professional fees for conducting Internal Audit of MRPL for financial year 2015-16, in accordance with the scope of work defined and other terms & conditions of the tender document.	
2	Maximum out of pocket expense reimbursement like travel, boarding/ food, accommodation etc, for financial year 2015-16 to be considered for bid evaluation. (The payment of out of pocket expenses will be restricted to the actual, within the maximum amount quoted for this)	
3	Service tax shall be extra as applicable	Extra as applicable

Total Amount (1+2) in words: Rs _____

Note:

The prices quoted by the bidder for services to be performed and for the other obligations to be met under the agreement shall not be subject to any variation on any account and shall remain firm throughout the period of the contract. Also, no price escalation on any ground whatsoever will be allowed.

Signature with seal of the applicant firm

Place:

Date: