

Tender No 3300004522 Hiring of internal Audit Sevices for MRPL 2017-18



MANGALORE REFINERY AND PETROCHEMICALS LIMITED

(A Subsidiary of Oil & Natural Gas Corpn. Ltd – ONGC)

Regd.Off: P.O.Kuthethoor, Via: Katipalla, Mangalore-575030 (India)

Phone: 0091-824-2270400 Fax: 0091-824-2271239

E-PUBLIC TENDER

TENDER FOR HIRING OF INTERNAL AUDIT SEVICES FOR MRPL 2017-18

FROM 24.03.2017 TO 02.05.2017

Tender No. 3300004522

<u>Sl. No.</u>	<u>Description</u>	<u>Page No.</u>
1.	Section I NIT/ Instruction to Bidder (ITB)	1 - 03
2.	Section II/ PQC, Bid Evaluation Criteria, Rejection Criteria General conditions of Contract, termination, arbitration, other condition of contract etc.)	04-34
3.	Section III (Formats for Credentials, detail of organization.) PQC Compliance Criteria, Deviation Statement	35-41
4.	Section IV Scope of Work	42-54
5.	Section VI Contract Worker's Safety Policy	55-87
6.	Section VII Price bid format	88-89

SALE OF DOCUMENT FROM 24.03.2017

PREBID MEETING 17.04.2017

TENDER SALE END ON 02.05.2017

LAST DATE & TIME OF BID SUBMISSION 02.05.2017 AT 15:00 HRS IST

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**
NOTICE INVITING TENDER (NIT)

Job/Work/Service:

MRPL invites tenders under **E-procurement system** for **Hiring of internal Audit Sevices for MRPL 2017-18**

DOWNLOADING/ SALE OF TENDER	FROM 24.03.2017 to 02.05.2017
TENDER FEES	Rs. 211/- (INCL OF VAT)
EMD	92,500/-
PREBID MEETING	17.04.2017 AT 10.30 AM
DUE/LAST DATE/ TIME OF BID SUBMISSION	02.05.2017 AT 15:00 HRS
TIME OF TECHNICAL BID OPENING	02.05.2017 AT 15:30 HRS

1. Vendors should get clarified all the technical doubts and other points related to the tender before submitting the priced and un-priced offer and no deviation is allowed.
2. Bidders are advised to visit the site before submission of quotes. For any technical queries, bidders may contact **Nagaraju. S., Chief Manager – Internal Audit, MRPL, Phone: 0824-2882754; Email: nagaraju@mrpl.co.in** and/ or visit the site before submitting the quote.
3. 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.
4. 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 along with arequest letter. MRPL will not be responsible for any loss or postal delay / non receipt of Tender fee/ EMD etc.
5. The vendor shall submit the offer fulfilling the following conditions:

Vendor shall submit the offer in two parts: Part-1 Technical & Commercial (un-priced) bid and Part – 2 Price bid in EPS system respectively duly.

PART-1

Technical & Un priced commercial bid shall consist of the total tender document duly signed on all pages for acceptance of the tender terms (excluding the PRICE PART) & documentary proof that are called for as per Pre-Qualification Criteria, Audited annual report for 3 years, Organisation chart, Experience details, concurrent commitments etc. duly signed and EMD, Tender fee, if applicable. Scan copy of above document to be attached in EPS. Bidders are also requested to send one hard copy of uploaded document in toto.

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

PART-2

Price bid shall contain only the Price part as per format of the Tender Document and to be attached along with the EPS price bid only.

Bids shall be summarily rejected if technical & price bids are submitted together.

6. Bidders shall communicate at below address for this tender:

**GGM (Materials)
Materials Department,
Mangalore Refinery and Petrochemicals Limited,
Post Kuthethoor, Via Katipalla,
Mangalore - 575 030**

Offer submitted without EMD & Tender fee will be summarily rejected without assigning any reason. Late receipts will also be rejected. Please note that bid should be submitted through EPS only on or before the time / date of bid submission.

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. The item supplied / service provided shall be Environment friendly and Energy efficient.
9. Vendor should submit their offer through **EPS system only under <https://mrpl.eproc.in>**, and for any system related clarification kindly contact **Mr. Dilip (Mob no.+91-9483532248)&(Ph. no-0824-2882248); email: clindia@mrpl.co.in** who is the authorized representative of C-1 India (our service provider for EPS system). No other mode of offer is acceptable to us.

Bidder shall provide details in the below format, of at least one Authorised Contact person in Bidder's organization with whom MRPL may correspond on the matter for seeking any clarifications:

1	<u>Primary Contact Details of the Bidder</u>	
	Name	
	Designation	
	Landline Nos.	
	Cell Phone nos.	
	Email IDs	
2	<u>Alternate Contact Details of the Bidder</u>	
	Name	
	Designation	
	Landline Nos.	
	Cell Phone nos.	
	Email IDs	

SECTION II

I. Pre-Qualification Criteria (PQC):

1. The audit firm shall have experience of carrying out audits (statutory/internal) of any continuous process industry having a annual turnover of minimum Rs. 20,000 Cr during last seven years ending last day of the month previous to the one in which tenders are invited, which experience should be any one of the following:

Three similar completed works, each costing not less than the amount equal to ₹ 19.00 Lakhs
OR

Two similar completed works, each costing not less than the amount equal to ₹ 23.00 Lakhs

OR

One similar completed work costing not less than the amount equal to ₹ 37.00 Lakhs

Bidder shall submit list of statutory / internal audit work completed in the last seven financial years giving description of work, organization to whom executed, approximate value of the contract at the time of the award, date of award and date of scheduled completion of the work. Date of actual start, actual completion and the final value of the contract should also be given.

2. Annual turnover of audit firm shall be at least ₹ 14.00 Lakhs

For the purpose of ascertaining parameter of Turnover of the audit firm, average turnover of the audit firm for the previous three financial years shall be considered. Relevant documentary evidence like Profit & Loss account, work order copies and completion certificates to be submitted along with the bid.

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

2. BID EVALUATION CRITERIA

1. 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.
2. Technically acceptable bids will be evaluated on commercially overall L-1 basis i.e. Lowest landed cost to MRPL

3. Rejection criteria:

Technical rejection criteria:

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

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.

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 90 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 conform 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.

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 give details in the Performa attached (Appendix-I & II) and attach to Technical bid
- g. All tenderers are required to go through the GCC and sign all the pages for acceptance of all the terms and conditions. Bids shall be summarily rejected if technical & price bids submitted together.
- h. Bidders are required to serially number all the pages being appended by them as part of submission to the Technical bid. Such numbering shall include , Covering letter, Technical specifications, Items list being offered, Drawings, Pre-qualification proof, Testimonials, Certificates, Catalogues, Compliance or Deviation statements, etc. as applicable to this Tender and create an Index Page with headings and corresponding page numbers. **In addition to this, all pages of the Tender documents issued by MRPL shall be signed on all pages and submitted along with the Technical Bid.**
- i. Bidder should have independent ESI & PF code allotted by Employee State Insurance Corporation and Employees Provident Fund Organization. The details should be enclosed along with the technical bid. However, in the event of non-availability of PF code at the time of submitting the bid, the successful bidder shall obtain the same within 45 days from the date of commencement of the work and an undertaking to this effect shall be enclosed.
- j. The wages paid by the contractor to their employees / workmen shall be fair and in no case be less than the wages prescribed by the appropriate Government under the Minimum Wages Act, 1948 (The minimum wages prevalent is given as in under and all provisions of Regulation of Contract Labour Act. All safety gadgets, Uniform and any other additional components shall be given to

Tender No 3300004522 Hiring of internal Audit Sevices for MRPL 2017-18

the employees by the bidder as per F&S Dept requirements & as referred in the SCC and accordingly bidder is required to consider in his quote.

The Minimum wages prevailing with effect from 19.01.2017 are as follows: (If applicable only)

Category of worker	Wages (In Rs)
Unskilled	Rs.437.00/-
Semi-skilled / Unskilled supervisory	Rs.494.00/-
Skilled/Clerical	Rs.579.00/-
Highly skilled	Rs.637.00/-
Sweeping & cleaning	Rs.437.00/-

In addition to the above, the bidder should pay employer contribution of PF@12% on max wages of Rs. 15,000/- per month, Admncharges@1.36%, ESI@4.75%, Leave wages, Bonus@8.33% or Rs.7,000/- per annum whichever is higher as per bonus act.

DETAILS OF MINIMUM PAYMENT TO WORKFORCE EMPLOYED BY CONTRACTOR

The contractor shall pay Minimum as per the following table to the workforce deployed by him under various categories(Unskilled / Semiskilled / Skilled / Highly Skilled) as applicable;

Sl no	Description	Payment basis			
1	Basic Wages per day	As per Minimum wages act issued from time to time by ALC			
2	PF/Admin charges	13.36 % of Basic Wages & MRPL Special Allowance			
3	ESI	4.75 % of Basic Wages, MRPL Special Allowance & Shift allowance (if applicable).			
4	Leave Wages	4.8 % of Basic Wages (As per ALC)			
5	Bonus	8.33 % of min wages or Rs 7000 /- per annum whichever is higher			
6	Holiday wages	10 days per year			
7	MRPL Special Allowance per day	Unskilled (in Rs)	Semi Skilled (in Rs)	Skilled (in Rs)	Highly skilled (in Rs)
		34	50	70	90

The following to be complied:

- Shift allowance (if applicable, only for Rotating shift A, B & C) – Shift allowance @ Rs 25 /- per shift to be provided to Secondary work force coming in rotational shift (i.e., morning, evening and night shifts) working in plant area.
- Annual Medical Check up for Workforce to be complied by the contractor.
- PF/ESI remittance to be ensured on MRPL Special Allowance.
- Rates of MRPL special allowance shall be Rs 34, Rs 50, Rs 70 & Rs 90 for Unskilled, Semi-Skilled, Skilled & Highly Skilled Category respectively.
- Gratuity to be paid as per the statutory norms based on the government directives.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- f. Number of closed Holidays shall be 10 days per year.
- g. Extended working hours shall be compensated suitably as per statutory provisions.
- h. Group term life Insurance cover to be taken having a risk coverage 24 X 7 death coverage(Natural /Accidental death) with a sum assured of Rs.10,00,000/-(Rs. Ten lacs only).
- i. Statutory provisions if in contradiction will prevail over any Special conditions of the Contract.
- j. Transportation facility in respect of Secondary Workforce for commuting to entry gates of MRPL shall be in the scope of the contractor. However, for internal transport from entry gate to place of work; existing circular vehicles to be utilised.
- k. For ensuring compliance to the above, suitable number of welfare officers to be placed by contractors with respect to all statutory provisions.
- l. Uniform/ Boiler suit-2 sets per year, Helmet, Shoes, Raincoat to be provided to the workforce and proof to be submitted.

2.EARNEST MONEY DEPOSIT : EMD of Rs.92,500/-(Rupees Ninety two thousand five hundred only) shall be in the form of DD in favour of Mangalore Refinery And Petrochemicals Ltd., payable at Mangalore or BG valid for 120 days from the bid closing date.

Incomplete tender/ tenders without requisite EMD will be rejected. The Company reserve the right to reject any tender or all the tenders without assigning any reason whatsoever.

The tenderer or their representatives with necessary authorisation letter can be present during the technical bid opening/Pre bid conference.

C. Company will not be responsible for loss or late / non receipt of tender documents.

- i. No interest shall be payable on Earnest Money Deposit.
- ii. Tenders not accompanied with EMD/late receipts will be 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.

Demand drafts or Pay Order drawn on Scheduled Bank in favour of MRPL, Mangalore.

Bank Guarantee in prescribed format (enclosed) which is enclosed, executed by scheduled / Nationalised Bank and valid for a period of 120 days from the bid closing date.

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

- a. The unit is registered with NSIC for the item tendered.
- b. Registration Certificate is valid as on date of opening of the tender.
- c. Quotation is accompanied by Photostat copy of valid NSIC registration certificate.
- d. PSU'S are exempted from payment of EMD.

g. Refund of EMD

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

- a. 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.
- b. 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 90 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).
- b. 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.
- c. 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.
- d. Only Service tax, as applicable shall be payable extra.
- e. 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 the presence of their representatives as per MRPL Procedures. The time and date of opening will be intimated separately only to qualifying parties. Price bids, which remain unopened with MRPL, will be returned to the bidders.

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.

- a) 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
- b) 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 and provision of

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

10% PBG towards Defect Liability Period (if applicable). 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.

b. OBSERVATION OF FORMALITIES RELATING TO PF, ESI, REGISTRATIONS, SERVICE TAX ETC. –

It should be confirmed by the successful tenderer that his/their organisation is already registered with the Provident Fund Commissioner and the details may please be furnished to us for MRPL'S records and the reference. MRPL will reserve its right to inspect the records pertaining to Provident Fund rules (Annexure V).

(1) PF / ESI Code:

The Tenderer shall indicate his / their PF Code / ESI Number in their tender,

(2) Income Tax

The Tenderer shall in all cases indicate his income tax Permanent Account Number.(PAN)

(3) Service tax/ VAT/ Sales tax

The successful bidder should furnish Serially Numbered and signed invoice/bill (in duplicate) containing following details:

Service Tax Registration Number, Registration date, ServiceTaxRange and Division with address -Description, classification and value of taxable service rendered and service tax Charged.

MRPL will be unable to process the Bill for payment unless the conditions prescribed under Service tax Rules as given above are complied with the successful bidder

c. Payment terms

No advance payment will be made. In case of Advance is sought for, it can be granted only against Bank Guarantee and such advance will be recovered from Monthly bills. Interest will also be chargeable for the Advance at Bank rates/as decided by MRPL.

Payment will be made for the actual work done/ supply of materials/Job/services performed and certified by Engineer In charge. Such payment will be made within 15 days of submission of bills.

a. 100% of the actual work done on completion of the job/ against monthly progressive bills submitted duly certified by the Engineer In charge (subject to submission of SD) - **Refer Page No.46 of this document**

Retention money, if specified, will be withheld before releasing all payments i.e either monthly or progressive/ stage wise payments.

Necessary deductions for Cenvat credit/other taxes/duties as applicable and other dues, like Income tax etc if any will be deducted from Contractor's Running bills. Deviation with payment terms may result loading @ SBI PLR +2%. Bills can be submitted after completion of work/ once on monthly basis against progressive work completion/as per milestones specified as per Tender.

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. INSPECTION/ OPERATION CONTRACT MRPL shall have free access to visit the bidder's premises/work area where the job/services are taking place and or inspect the same. The successful tenderer will be responsible for quality of all the services/job at all times under valid permits/as authorized by Engineer-in-charge.

7. SUB-LEASING/OPERATION OF CONTRACT

The successful tenderer shall not be allowed to sublet or assign the benefits of the Purchase/Work order placed on them by MRPL to any other party without prior written consent of the MRPL.

8. 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 product supplied by MRPL is cancelled or revoked.
- g. If the successful tenderer 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

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

the contract, it shall not be liable to pay for any loss or compensation in respect of such cancellation

9. CORRECTNESS OF DOCUMENT

It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of this tender and the successful tenderer shall take upon himself and provide for risk of any error which any subsequently be discovered and shall make no subsequent claim on account thereof no advantage is to be taken by the tenderer successful Or otherwise of any clerical error of mistake which may occur in the general specification, schedules, plans of tender forms supplied to the tenderer

10. FORCE MAJEURE CLAUSE

If at any item during the continuance of the contract the performance in whole or part by either party of any obligation under the contract shall be prevented or delayed by reasons of war, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as events) then provided notice of the happenings of any such events if given by either party or the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damage against whether in respect of such non-performance or delay in performance. Deliveries or acceptance of deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the MRPL as to whether the deliveries or acceptance of deliveries have to be so resumed or not shall be final and conclusive provided further if the performance in whole or part or any obligation under the contract is prevented or delayed by reasons of any such event for period exceeding 60 days either party may at its option terminate the contract

11. RISK PURCHASE CLAUSE:

In the event of Contractor not meeting the indents placed by the Company with in the stipulated time, then Company would be free to use the services of any others and recover the difference in such services and additional expenses incurred by the Company from the Contractor.

12. MANPOWER EMPLOYED BY TENDERER

The successful tenderer shall deploy adequate staff of the requisite competence that may be required for meeting the scope of services/work called for. It is hereby specifically agreed that the responsibility for the employment of staff and their salary, wages remuneration, etc. shall be the sole responsibility of the successful tenderer and that MRPL shall not be responsible in any manner directly or indirectly for such employment or expenses so incurred by successful tenderer thereof. Successful tenderer shall give a declaration to this effect. The Contractor has to comply with all Labour related laws/rules in force w.r.t Minimum wages Act, Factories Act, Labour ACT and all other such regulations/amendments made from time to time and in force and maintain all documents as required by Law enforcing Authorities and produce the same as and when called for.

It is understood and agreed that there is no Employer- Employee relationship between MRPL and the Contractor AND /or Contractor's employees in any way whatsoever and the contractor shall be the 'Employer' within the meaning of different labour legislations in respect of workmen employed by the Contractor. The Contractor has to carry on their business or occupation as Independent Contractors and this point shall be made clear in writing to all persons engaged by the Contractor before engagement of

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

the person/s. The Contractor shall issue an Employment card in Form XIV as per Contract Labour Regulation and Abolition Act 1970 OR Photo Identity card to each Worker.

MEDICAL: In case of Annual Contracts exceeding more than one year, the Contractor should get medical examination of the contract workers done every year either in MRPL Hospital or in ESI Hospital and produce the medical certificate in the prescribed format (Form No.16)".

13. Price Reduction Schedule (PRS)/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 Engineer In Charge (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 PRS 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.

PRS 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, PRS will be imposed on full value of the Work Order.

14. 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 Engineer In Charge (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.

15. COPY RIGHT /TRADE MARK OF MRPL RELATED DISCIPLINE

The successful tenderer shall not infringe, copy, imitate or otherwise deal with brand name, trade or merchandise marks or devices of design or copyright belonging to MRPL entitled to use or otherwise alter, deface or interface with the same or pass off other goods or describe others goods as the same as that of MRPL or having been manufactured of MRPL of otherwise prejudice alter or affect the copyright, trade or merchandise marks or certified packing or design or colour of the company's labels or specification or the price or weight or other codification that is marked on the packing or caused to be given by MRPL, it is expressly agreed that all trademarks, design and copyright shall vest in MRPL, and nothing contained in this offer shall have the effect of creating any right, title or interest in respect of the successful tenderer.

16. BUSINESS SECRET/MARKETING DISCIPLINE

It is hereby specifically agreed by the successful tenderer that this clause shall be deemed to be a condition going to the root of this offer, that the successful tenderer shall not at any time during the

Tender No 3300004522 Hiring of internal Audit Sevices for MRPL 2017-18

subsistence of this contract or any time after its termination, call itself or hold out itself, advertise in any manner whatsoever by publication or otherwise, by printing, in writing or by any visual representation, either in its letter heads or newspaper or magazines or leaflets, or by broadcasts over radio or by television or by any other media communication or In any manner whatsoever other than the appropriate Government Authorities to the extent necessary unless so permitted in writing by MRPL.

The successful tenderer hereby agrees and undertakes not to disclose to any party whatsoever any formulate blend order, specifications, trade secrets, marketing projection or intelligence or any other data or information and shall keep absolute secrecy in all matters pertaining to this offer, all correspondence relating thereto, all instructions given or anything having any relevance with the offer on any matter touching or arising out of this arrangement including the Books, Accounts, papers and correspondence and shall keep strictest secrecy and confidence thereto to any person whomsoever other than appropriate Government Authorities to the extent necessary, unless directed to do so by MRPL in writing.

17. 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.

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

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):
Up to Rs. 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.

Arbitration Clause applicable in case of Purchase Orders/ Contracts on Public Sector Enterprises

In the event of any dispute or difference relating to, arising from or connected with the contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, In charge of Bureau of Public Enterprises. The Arbitration and conciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside on revision of award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by Law Secretary, whose decision shall bind the parties

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

18. JURISDICTION

The Vendor hereby agrees that the Courts situated in Mangalore alone shall have the Jurisdiction to hear and determine all actions and proceedings arising out of this contract. This agreement is subject to the special conditions stipulated in our schedule and (or work Order No. _____ dated _____ and subsequent amendments, if any, issued from time to time.

19. Any party or its associated company if had been in the holiday list / Black-listed by any Central / State Government agencies or any Central / State PSU company and such name appears in the list of the above mentioned central / state Government agencies or central / state PSUs as on date is disqualified and would not be considered.

A self certified copy to this effect/ or an affidavit that the vendor is not black listed by above mentioned Agencies is required to be produced, if called for by MRPL, in the event of award of work order.

20. Originals of the qualifying documents should be produced as and when asked for verification, and failure to produce such Original document/s at specified date, time and place would mean rejection of tender for further evaluation.

21. MRPL reserves the right to accept or reject any or all tenders and at any stage of the tender evaluation process at the company's sole discretion and without assigning any reason thereof.

22. The Bidder / Contractor take on record that MRPL has been declared as a Public Utility Service under Industrial Dispute Act 1947 and essential Services Maintenance Act 1994 and various other provisions hereby undertake on their behalf and on behalf of the employees under their roll that they refrain from indulging in any activity /ies which would hamper Industrial peace in MRPL and also would extend our Assistance and support to MRPL to comply with the requirements within mentioned statutory requirement / declaration.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**
Other Conditions of the Contract (As applicable)

1.0 General

- 1.1 This shall be read in conjunction with the General Conditions of Contract, Scope of work specifications of work, drawings and any other document forming part of this contract wherever the context so requires.

Notwithstanding the sub divisions of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

Where any portion of the Special Conditions of Contract (SCC) is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears. The provision of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent such repugnancies or variations in the Special Conditions of Contract as not possible of being reconciled with the provisions of General Conditions of Contract.

Wherever it is stated anywhere in this tender document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.

- 1.2 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Technical Specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those job contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.3 In case of an irreconcilable conflict between Indian or other applicable standards. General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings and/or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence.
- 1.4 Letter of Acceptance along with Statement of Agreed Variations, Schedule of Rates and
- i) Telex/Fax of Intent
 - ii) Special Conditions of Contract
 - iii) General Conditions of Contract
 - iv) Job/Particular Specifications
 - v) Drawings
 - vi) Technical/Material Specifications
 - vii) Indian Standards
 - viii) Other applicable Standards

Shall form a part of the contract.

- 1.5 It will be the Contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the Contract documents before starting the work(s) or marking the supply with reference to which the conflict exists.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- 1.6 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/supplied/executed in accordance with standard engineering practice as per the instructions/directions of the Engineer-in-charge, which will be binding on the Contractor.

2.0 LOCATION AND ACCESS OF SITE

The work site is located within MRPL Refinery complex; Mangalore /Refer SCC

3. SCOPE OF WORK

The scope of the work covered in this tender shall be as specified in the various Technical Specifications/SCC. It is, however, explicitly understood and confirmed by the CONTRACTOR that the scope as described in the TENDER DOCUMENT is not limiting, in so far as the responsibilities of the Contractor shall include, inter-alia, carrying out any and all works and providing any and all facilities those are required in accomplishing the task, complying fully with all requirements as are envisaged of it, complete in all respects and satisfying all performance and guarantee requirement stated or implied from the contents of the BIDDING documents.

4. SCOPE OF JOB/WORK/SERVICES/BOQ/PRICE BID

Please refer to SCC for Tech specifications/conditions/Price bid.

5. TIME SCHEDULE/MOBILISATION/COMPLETION PERIOD

MOBILISATION TIME: Immediate, As per the instructions of EIC.

START DATE: As per SCC.

COMPLETION PERIOD: As per Special Conditions of Contract

The work shall be executed strictly as per the time schedule.

Monthly/weekly construction programmes will be drawn up by the Engineer-in-charge jointly with the Contractor based on demand/ availability of materials, work fronts etc. The Contractor shall scrupulously adhere to the targets/programmes by deploying adequate personnel, survey instruments, construction equipment, tools and tackles and also timely supply of required materials coming within his scope of supply as per contract. In all matters concerning the extent of targets set out in the monthly/weekly programme and the degree of achievements, the decision of Engineer-in-charge will be final and binding on the Contractor.

Contractor shall give every day report on deployment of category-wise labour and equipment along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.

6. UNDERGROUND AND OVERHEAD STRUCTURES

The Contractor will familiarise himself with and obtain information and details from the Owner in respect of all existing structures, overhead lines, existing pipelines and utilities existing at the job site before commencing work. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc are not disturbed or damaged and shall indemnify and keep indemnified the Owner from and against any destruction thereof or damages thereto.

7. CO-ORDINATION WITH OTHER AGENCIES

The work shall be carried out in such manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. The Contractor will be responsible for ensuring proper co-ordination with other agencies. In the event of any dispute between the Contractor and any other agency employed at the job site arising out of or related to the performance of the work, the decision of the Engineer-in-charge shall be final and binding on the Contractor.

8. LABOUR LAWS

The Contractor shall obtain necessary licence from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to the Engineer-in-charge before start of work.

The Contractor shall not undertake or execute or permit any other agency or sub-contractor to undertake or execute any work on the contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the Contract labour (Regulation & Abolition) Act- 1970 or their applicable law rule or regulation if applicable.

The provision of EPF & MP Act. 1952 and the Rules/Scheme thereunder shall be applicable to the Contractor and the employees engaged by him for the work. The Contractor shall furnish the code number allotted by the RPFC Authority, to the Engineer-in-Charge before commencing the work.

The Contractor shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license under clause 6.1 above or in obtaining the code number under Clause 6.3 above and the same shall not constitute a ground for extension of time for any purpose.

The Contractor shall enforce the provisions of ESI Act and Scheme framed thereunder with regard to all his employees involved in the performance of the Contract and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.

9. LABOUR RELATIONS

In case of labour unrest/labour dispute arising out of non-implementation of any law, the responsibility shall solely lie with the contractor and he shall remove/resolve the same satisfactorily at his cost and risk.

The Contractor shall deploy only duly qualified and competent personnel for carrying out the various jobs as assigned by the Engineer-in-Charge from time to time. The workmen deployment by the contractor should also possess the necessary licence etc., if required under any law, rules and regulations.

The Contractor shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work. Special preference shall be given to persons and/or dependents of persons whose land has been acquired for the project work. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may employed.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

(a) Payment to contract workmen:In case of manpower based Contracts, Contractor shall be responsible to make payment to his workers/ employees in respect of their salaries/ wages through bank cheques/ crediting to bank A/c; the consent of the labour should be obtained before crediting wages to the bank account, the contractor shall pay wages to all his employees on or before 7th of the following month under the supervision of authorised MRPL personnel and a copy of proof of payments to be submitted to MRPL; MRPL may demand such payment of wages under supervision of MRPL, if found necessary. The rates of wages shall be in conformity to the minimum wages act.

10. CONTRACTOR'S LABOURERS TO LEAVE SITE ON COMPLETION OF THE WORK

The Contractor's labourers must leave the location of the project site/township after the work is tapered/completed to avoid creation of a Slum in the areas adjoining the project/township.

11. TEMPORARY WORKS

All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them for erection shall be deemed to have included the cost of such works, which shall be removed by the Contractor at his cost, immediately after completion of his work.

12. MAKE OF EQUIPMENTS/COMPONENTS

Bidders shall procure and supply the items covered in their scope from the approved vendors. Wherever an item is specified or described by a particular brand name, manufacturer or vendor, the specific item mentioned shall be for establishing type, function and quality desired. Other manufacturer's products will be considered, provided sufficient information are furnished to the Employer to assess the products proposed as equivalent and acceptable. Contractor shall take prior approval from Engineer-in-Charge for procuring such items which are not covered under approved vendor list.

13. QUALITY ASSURANCE SYSTEM.- As applicable

The Contractor shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures which is required to be adhered to during the execution of contract. After the award of the contract, detailed quality assurance programme to be followed for the execution of contract under various divisions of works will be mutually discussed and agreed to.

The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognised codes.

Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance. , plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities at all stages of work at site as well as at manufacturer's works and despatch of materials.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

The Owner/or their representative shall reserve the right to inspect/witness review any or all stages of work at shop/site as deemed necessary for quality assurance.

The Contractor has to ensure the deployment of quality Assurance and Quality control Engineer(S) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-Charge feels that contractor's QA/QC Engineer(S) are incompetent or insufficient contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.

In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless and until he complies with the instructions to the full satisfaction of Engineer-in-charge.

14. TEST AND INSPECTION OF WORKS

The Contractor shall carry out the various tests as per direction of Engineer-in-Charge either on field or outside/laboratories concerning the execution of work and supply of the material by contractor. All the expenses shall be borne by the contractor and shall be considered as included in the rates quoted. The inspection shall be done by the following agencies:

- (a) Representative deputed by Engineer-in-charge
- (b) Representative deputed by Statutory Authority

Contractor shall give prior notice sufficiently ahead of time to the Engineer-in-charge and also to the authorities to conduct inspection/to witness such tests.

The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practice furnished to him during the performance of the work.

The Contractor shall provide for purpose of inspection access ladders, lighting equipment for testing and necessary instruments etc. at his own cost including Low Voltage Lighting equipments for tray fixing and inspection work.

Compressed air for carrying out works shall be arranged by the contractor at his own cost. Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.

All results of inspection and tests will be recorded in the inspection reports, Performa of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

For materials supplied by Owner, contractor shall carryout the tests, if required by the Engineer-in-charge and the cost of such tests shall be reimbursed by the Owner at actuals to the Contractor or production of documentary evidence.

Inspection and acceptance of the work by the Engineer-in-charge shall not relieve the contractor from any of his responsibilities under this contract.

15. LAND FOR RESIDENTIAL ACCOMMODATION

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

Contractor shall arrange land for residential accommodation for his staff and workers at his own cost and the quoted price shall be deemed to include the same.

16. FUEL REQUIREMENT OF WORKERS/TRANSPORT

Contractor shall be responsible to arrange at his own cost for the fuel requirement of his workers and staff, cutting of trees etc. shall not be permitted for his purpose. To and fro from place of residence are also included in Price.

17. REGISTRATION UNDER STATE GOVT. SALES TAX ACT/Service tax etc: Refer GCC, Commercial terms.

18. CONSTRUCTION EQUIPMENT

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and Time Schedule, progressively deploy adequate equipments and tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the construction schedule. The tenderer shall submit a list of construction equipments he proposes to deploy for the subject work along with deployment schedule. **No construction equipment shall be supplied by the Owner unless, otherwise specified. Tenderer to ensure deployment of suitable cranes/required equipment and take all safety precautions during execution of work.** Refer SCC for clear terms.

19. SITE ORGANISATION

The tenderer shall submit the details of organisation proposed by him at site of work for the implementation of the works under the contract, together with bio-data of the key personnel. The contractor shall however without prejudice to his overall responsibility of execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same as decided by Engineer-in-Charge depending on the exigencies of work to suit the construction schedule without any additional cost to owner.

20. ISSUE OF WORK ORDER/LOI

Work order for the awarded work shall be issued after award of works, which is intimated to the successful tenderer by a Fax/Telegram/Telex/Detailed letter of intent. Until the final contract document/W.O is prepared and executed, this tender document together with annexed documents, modifications, deletion, agreed upon by the Owner and the Tenderer's acceptance thereof shall constitute a binding contract between the successful tenderer and the owner based on the terms contained in the above said documents and the finally submitted and accepted price schedule.

The Work order shall consist of the following:

- (a) Fax/telex/Telegram of Intent, if issued.
- (b) Detailed Letter of Acceptance along with its enclosures
- (c) Original tender document with its enclosures
- (d) Agreement on Stamp paper, at MRPL discretion.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

The statement of agreed deviation shall be prepared based on the final terms and conditions and shall be enclosed along with Letter of Acceptance and all correspondence and minutes of meeting held between the owner and the tenderer prior to the issue of Telex/Telegram of Intent shall be treated as NULL AND VOID . Any deviation or stipulation made and accepted by the owner after the award of jobs shall be treated as amendments to the contract documents.

20. PROVIDENT FUND

The Contractor should strictly comply with the provision of the Employees Provident Fund Act.

- (a) Obtained licence under Contract Labour (Abolition and Regulation) Act 1970
- (b) P.F. Registration Number allotted to them by RPFC.
- (c) The agencies should promptly deposit P.F. deduction of the eligible contract employees plus the employer's contribution to the RPF. For this purpose agency must submit a certificate in their Bill that PF amount has been deducted from the eligible employees and along with the employers contribution has been deposited with RPFC. In support of this the agency must furnish the challan / receipt for the payment made to RPFC for the earlier months.

If the certificate and the challan / receipt are not furnished, the Finance & Accounts Dept. of Owner will deduct 16% (Sixteen Percent) of the amount of the Contractor's bill and retained deposits may only be refunded to the contractor on production of the Challan / receipt.

21. ROYALTY

All royalties etc., as may be required for any Borrow Areas including right of way etc. to be arranged by Contractor shall be deemed to have been included in the quoted prices.

Contractor's quoted rate should include the royalty on different applicable items as per the prevailing State Government rates. In case, owner is able to obtain the exemption of Royalty from the State Government, the Contractor shall pass on the same to owner for all the items involving Royalty. Any increase in prevailing rate of Royalty shall be borne by the Contractor at no extra cost to the Owner. The contractor should indicate the rate of Royalty considered in their offer.

22. MODVAT/Service tax set-off Benefits.

It is to be noted that the agency shall be required to submit the documentary evidence(s) for Excise duty paid by them to the concerned authorities for Owner to claim MODVAT benefit.

Necessary invoice indicating Ex-works Excise duty paid shall be raised to enable Owner to claim MODVAT. Payment shall only be made as per the payment terms indicated in the tender against RA bills. The above details of Excise duty paid shall be submitted with each RA bills.

Same as applicable for payment of Service tax and availment of service tax set-off benefits.

23. PUTTING UP OF BUILDINGS ON PROJECT SITE-If applicable

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

The contractor shall put up temporary structures as required by him for his office fabrication shop and stores only on the area allocated to him on the Project Site. No tea stalls/canteens should be put up or allowed to be put up by contractor in plant area without written permission of the owner.

No Person other than authorised watchman shall be allowed to stay in the plant area after completion of the days work without prior written permission of the Engineer-in-charge.

24. CONSTRUCTION POWER & WATER (If APPLICABLE)

- (a) CONSTRUCTION POWER : As referred under SCC
- (b) CONSTRUCTION WATER : As referred under SCC

25. INSURANCE

Owner shall at its own cost and expense take out from a suitable insurance company and maintain the following insurances, which shall be

Erection All risks Insurance (EAR) or Contractor's All Risks Insurance (CAR)

The OWNER at his own cost has taken an "all risk" type insurance policy. These policies apply only to insurance risks at site and to no other location. The CONTRACTOR shall be solely liable in the event of his and/or SUBCONTRACTOR's having caused any loss or damage of any nature arising out of or in connection with the execution of the WORK not covered under those policies and shall indemnify the OWNER and /or his representative in respect of any claim in respect of any such loss or damage. The CONTRACTOR shall make himself fully familiar with the terms of the said policies and take such additional insurance as he may deem necessary at his own cost.

26. CONTRACTOR- FURNISHED INSURANCE

Insurance Cover for Workmen:

The contractor shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work compulsorily towards compensations as admissible under the Workmen's Compensation Act 1923, and Rules framed there under upon death/disablement of a worker and the same has to be produced to the DGM (P & HR) before start of the work.

All workers whose salary is more than Rs 15,000/- per month need not to be covered by ESI. However, contractor to take insurance policy to cover the risk towards temporary disablement and permanent disablement for the workmen.

CONTRACTOR shall at his cost and expense take out from a suitable insurance company acceptable to owner and maintain for the entire period until ACCEPTANCE OF WORKS or until such time thereafter as the CONTRACTOR may consider appropriate the following insurances.

- (1) Workmen's Compensation Insurance (WCI)
This insurance shall conform to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the CONTRACTOR's employees engaged in the WORKS.
- (2) Employer's Liability Insurance (ELI)

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

The insurance shall cover the liability of the CONTRACTOR as employer, for compensation beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life of the CONTRACTOR's employees while engaged in the WORKS.

- (3) Third Party Liability Insurance (TPL)
This insurance shall cover legal liability for bodily injury to loss of life of and/or damage to and loss of properties of the third person party arising out of the performance by the CONTRACTOR of the works.
- (4) Automobile Liability Insurance (ALI)
This insurance shall cover all the CONTRACTOR's liabilities in connection with use by the CONTRACTOR for the WORKS of any mobile equipment and automobile and when used which are owned, non-owned hired and otherwise placed under the CONTRACTOR's administration and control, for bodily injury to loss of life of and/or property damage of any person or party.
- (5) Movable All Risks Insurance (MRI)
This insurance shall cover the damage to and/or loss of the CONSTRUCTION EQUIPMENT including watercraft and aircraft and further including the CONTRACTOR's TEMPORARY WORKS, owned, non-owned, hired or otherwise placed under the CONTRACTOR's administration and control with the full replacement value coverage for each and every occurrence.
- (6) Other Insurance
Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS e.g.
- Overseas (and/or Domestic) Travellers' accident Insurance.
 - Burglary Insurance
 - All Risks marine cargo Insurance for the CONTRACTOR's CONSTRUCTION EQUIPMENT, tools and machinery, and for equipment and materials that the CONTRACTOR's TEMPORARY WORKS and that the CONTRACTOR under the CONTRACT may supply for the WORKS and/or the PERMANENT WORK and
 - Fidelity Guarantee Insurance
- The CONTRACTOR agree that the provisions of this Clause shall to the extent as appropriate, be apply all the contracts that may for the WORKS be entered into by and between the CONTRACTOR and the respective SUBCONTRACTORS and unless the CONTRACTOR furnished insurance called for by the CONTRACT are good also for the SUBCONTRACTORS their properties and/or their liabilities in connection with the WORKS the CONTRACTOR shall include in such contracts as aforementioned the requirements for insurance conforming to this clause.
- Inclusion of such insurance requirements in such contracts as aforementioned however, shall not release the CONTRACTOR from any of his responsibilities and liabilities under the CONTRACT.

27. RECOVERY OF SUMS DUE

Whenever any claim against the CONTRACTOR for payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with the Owner and should this sum be not sufficient to cover the recoverable amount the Vendor shall pay to the Owner on demand the balance remaining due.

28. DIFFERENCE IN MEANINGS/TERMS.

In case of any difference of any of the terms and conditions either in the meaning or understanding or

Tender No 3300004522 Hiring of internal Audit Services for MRPL 2017-18

contradictory terms or conditions at different places/portions in this document, the more stricter terms favouring MRPL will apply. The bidder shall also seek clarifications on such issues from MRPL before submission of the quotes.

29.0 VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER

In all contracts involving deployment of contractor's manpower within MRPL premises like Plants and Offices etc. the contractor shall submit the following documents to MRPL prior to start of work:

- i. Undertaking from the contractor that they have scrutinised the previous work history of the person(s) proposed to be deployed by them and character and antecedents of person(s) proposed to be deployed by them is / are impeccable.
 - ii. Along with the above mentioned undertakings, the contractor will provide certified photocopies of police verification certificate for inspection by the authorised representatives of MRPL. The contractor has to obtain Police Verification Report from the area where the person(s) to be deployed has / have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has / have stayed earlier.
 - iii. The contractor shall ensure at the time of submitting their final bills to the EIC, that it is accompanied by a NOC from Security Dept., MRPL, for having surrendered all Photo passes and Bio-Metric cards issued by MRPL. If any Pass and Bio-Metric Cards are not surrendered even after the completion of job / contract, the contractors are liable to pay a fine of Rs.200/- for every un-surrendered pass and Rs. 100/- for every Bio-Metric card (These fine amounts are subject to revision by Security Dept., MRPL, from time to time).
- 30.** The tender terms/ conditions as per SCC (Special conditions of the contract) Supercedes all similar terms prescribed under GCC/ Other Conditions of Contract (OCC).
- 31.** Please refer to SCC for solvency certificate, Defect liability period, Retention money etc that may be applicable to the tender.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**
Other Conditions of the Contract (Continued)

1. Statutory Requirements/ Safety related aspects- (as applicable).

- a) This shall be read in conjunction with the MRPL General Conditions of Contract, Special Safety Precautions to be taken by the Contractors working in Operating Refinery, Specification of Work, Drawing or any other document forming part of this contract wherever the context so requires.
- b) Contractor shall be responsible for the safety and health of all his employees.
- c) All Liabilities under IE rules 1956/labour laws, insurance on account of this contract for personnel/labour shall be done by the contractor. Engineer In-charge in co-ordination with P&A dept will be ensuring that all these statutory requirements pertaining to labour and safety is complied by the Contractor during the execution of the said contract. Workmen employed by the contractor are required to comply with/maintain the following under contract labour (regulation and abolition) act and also make it available for the inspection by GM (P &A).
 - Workmen register
 - Attendance register
 - Wage register (payment to be made strictly as per minimum wages act)
 - Work commencement certificate from labour commissioner and labour license if required
 - Insurance cover towards temporary disablement and permanent disablement for the workmen
 - PF Contribution -As per PF act the contractor has to obtain separate code for the PF of their employee from the PF commissioner/MRPL. Details of payment of PF for the wages disbursed by the contractor to the workmen shall be submitted to GM (P & A) periodically.
- d) The contractor should give an Undertaking that he has gone through all terms and conditions of MRPL General Conditions of Contract and all terms and conditions are agreeable to them.
- e) Contractor shall ensure strictly all Safety Precautions to be taken in an Operating Refinery. “Special safety precautions to be taken by the contractors working in operating refinery” is to be taken from Engineer Incharge.
- f) Contractor shall ensure that all workmen entering refinery premises are provided with valid photo gate passes and to be produced on demand by each workman.
- g) The Contractor shall submit the Bio-data of all the employees including the Supervisor to the Engineer-in-charge before taking up the job. Only those employees whose Bio-data are approved shall be allowed to work inside the Refinery Complex. The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the Engineer-in-charge any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately from MRPL premises and provide alternate personnel.
- h) The Contractor shall make his own transport arrangements/stay and food for their personnel during normal duties as well as extended duties and no company transport shall be provided to the Contractor.
- i) The Contractor shall make himself fully conversant with the locations and the type of job to be carried out.
- j) Housekeeping of the workplace shall be done strictly by the Contractor on daily basis or as required by the Engineer-in-charge. Contractor to collect all debris/ scrap and dump at designated Scrap Yard within the Refinery.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- k) The Contractor shall prepare plan for executions of jobs and get the same approved by the Engineer-in-charge. The Contractor shall submit progress report at specified intervals and shall be responsible to ensure the specified progress.
- l) The Contractor shall ensure that day's work planned by MRPL Engineer-in-charge is completed on the same day. In case of backlog, the Contractor to increase the manpower or equipment resources to ensure timely completion of the job.
- m) The Contractor shall ensure good workman-ship in all the jobs carried out. Any defects found in the completed jobs shall be rectified by the Contractor free of charge to the satisfaction of the Engineer-in-charge.
- n) If at any stage of the work, the progress of the Job is found unsatisfactory, MRPL reserves the right to carry out the remaining portion of the Job by hiring the services of the other agencies and charge the cost of such services to Contractor's account. In case of any disputes MRPL's decision will be final & binding.
- o) The work to be carried out in a manner so as not to cause damage to the surroundings. Damage if caused during carrying out the Job has to be made good by the Contractor at no extra cost to MRPL.
- p) No Extra Bill or Claim for extra work or supply of material will be entertained unless undertaking of such extra work/supply of material has been authorised by MRPL in writing.
- q) MRPL reserves the right to terminate the Contract without assigning any reason at any time during the validity of the Contract period.
- r) Bills shall be submitted to Accounts Dept. on any working day duly certified by the Engineer-in-charge after completion of work.
- s) MRPL reserves the right to award the job in full or in any combination of the items as felt convenient.

2. SPECIAL SAFETY PRECAUTIONS TO BE TAKEN BY CONTRACTORS WORKING IN AN OPERATING REFINERY.

- 1. SMOKING/use of cell phones INSIDE THE REFINERY IS STRICTLY PROHIBITED. Contractor shall ensure that all workmen employed do not smoke inside the refinery premises. Workmen shall not strike any arc or light naked flame without valid permit. They will not be permitted to bring in any flammable materials or matches while entering the refinery premises.
- 2. Contractor shall ensure that valid permits are available for doing the work. Contractor shall not start or continue any type of work without the valid permit.
- 3. The contractor shall strictly adhere to all conditions and safety precautions mentioned in the work permits. MRPL reserves the right to cancel any work permits issued, without assigning any reason.
- 4. Contractor should ensure that all workmen being employed inside the Refinery premises have undergone "Fire & Safety Training Program" conducted by MRPL from time to time.
- 5. The contractor shall ensure that their men do not tamper with the facilities in operation. They shall not operate any Valves/ Switches etc. unless specifically directed to do so by Engineer-in-charge.
- 6. All contract men shall wear Safety Helmets & Safety Shoes & medically fit to carry out such jobs. They will not be permitted to enter operation unit area without wearing safety helmet & safety shoes.
- 7. Depending upon the nature of the job, contract men shall compulsorily wear Personal Protection Equipment such as Hand Gloves, Safety Belt, Face Shield, Goggles, Boiler Suit. However other than the above, special PPE if required for the job will be supplied by MRPL on returnable basis.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

8. Contractor shall instruct his workers to stop all jobs immediately in case of fire alarm. Further they must leave the work site and proceed towards the designated areas like, the central control room in case they are working in the Upper Plateau and OM & SBuilding if in Lower Plateau. (Except during testing of the Fire alarm at 13.00Hrs every Saturday.)
9. Contractor shall instruct his workers to stop all jobs immediately in case release of liquid/gas/toxic/hazardous chemicals etc, and inform the concerned MRPL personnel available at site.
10. The contractor shall ensure that his workmen do not move around freely inside refinery premises other than the assigned place of work & also do not sleep anywhere inside refinery premises.
11. Consumption of intoxicating preparation or attending duty under the influence of such products is Strictly Prohibited.
12. The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the Engineer-in-charge any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately from MRPL premises and provide alternate personnel.
13. Contractor's Vehicles/Engines and permitted type of electrical equipment & tools that are to be used inside operating units are to be certified by competent authority.
14. MRPL may suspend work at any time or terminate the contract for a pattern of frequent failure to adhere to Safety Laws, Regulations & Onsite-Safety Procedures.
15. Labours exposed to the hazard of vehicular movement should wear reflective jackets.
16. **Contractor shall adhere to the CONTRACT WORKER'S SAFETY POLICY as attached with this tender document.**

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**
General Guidelines to Service Providers
for Environment and Energy Compatibility (As applicable)

MRPL is an organization which is certified to ISO 14001 Environment Management System and ISO 50001 Energy Management System and looks forward to its service providers to help them maintain the system that is designed for this purpose.

All service providers are to ensure compliance to the following while they are providing Materials to MRPL or providing services within the premises of MRPL.

- a) Ensure that the products used while providing service are Eco friendly (easily disposable as bio-degradable waste and the end of life or with a buy back condition), when not covered by PO specification
- b) Activities of the service provider should be non-polluting either by design or through control.
- c) Equipment's brought for providing service are energy efficient i.e. star rated
- d) Ensure that the packing and Packaging material brought are disposal as bio-degradable waste or with buy back condition.
- e) Material Safety Data Sheets are available for material brought for providing service and contain environment /energy related data / information on energy efficiency usage, storage, spillage and easy disposal.
- f) Follow action specified by MRPL to be taken for spillages, if any to prevent contamination of air, land and water.
- g) Ensure that there are no threats to environment during transportation of material to and returns from MRPL to be used for providing service to MRPL.
- h) Material brought for usage and disposed at MRPL, should not lead to damage or harm to vegetation and greenery.
- i) Supplier shall comply with all applicable regulations regarding the materials used and shall provide all information necessary by such regulation and/or requested by MRPL
- j) Supplier shall be responsible, where physically possible; to take the Goods back for the purpose of recycling them within the scope of the statutory requirements or to dispose them in an environmentally-friendly manner, when covered by contract.
- k) Suppliers are to take action and comply with requirements when failures are intimated by MRPL and repeated failures /failure to act may lead to termination of contracts.
- l) Ensure that the noise and pollution levels of vehicles and equipment used for providing service within MRPL are as per regulatory norms and are subject to verification
- m) Segregate waste generated when providing service as per the scope of work as per MRPL norms i.e. Metal, Bio-degradable, Non-biodegradable, Solid waste and Hazardous waste,.
- n) Dispose waste generated as per MRPL norms in the appropriate waste bins provided.
- o) Prevent / minimize /control /contain pollution by control on emission of gases, spillages when providing service as per the scope of work
- p) Supplier shall be responsible, where physically possible, to take its Goods back for the purpose of recycling them within the scope of the statutory duties or to dispose of them in an environmentally-friendly manner.
- q) Follow safety precautions as per MRPL norms, when providing service as per the scope of work.
- r) Prevent wastage, excessive consumption and misuse of Electricity, steam and water.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**
Appendix I

Attachment to BEC/Technical bid

MANGALORE REFINERY & PETROCHEMICALS LIMITED
Technical/commercial Pre-Qualifying Criteria

STATEMENT OF CREDENTIALS

Tenderers should fill their technical offer by providing all information as follows (If not applicable- Please mention as 'N/A') ;

1. Name of the Firm
2. Nature of the Firm
(State whether Limited Company, partnership Firm, Co-op. Society or Sole Proprietor, Photocopies of documents Confirming constitution of the firm to be Enclosed)
3. Year of Establishment
4. Registration Number, if any
5. Registered Postal Address
6. Telegraphic Address, if any
7. Telephone No. (s)
8. Fax No. (s), if any
9. E-mail ID, if any
10. Address of Branches, if any
11. Name of Directors/ partners / Proprietor (as The case may be) with address & Telephone No.(s).
12. Permanent Income Tax No.
13. Last Income Tax Clearance (Attach Photocopy)
14. Sales Tax Registration(state/vat/cst)
15. Excise Registration
16. Name of Bankers & Branch with full address
17. Type of Account & A/C No.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

18. Name (s) of Authorised Representatives (s)
Note: Power of Attorney signed by the Director(s)/
19. Partners / Proprietor in favour of the authorized
Person signing the tender documents must
be enclosed
20. Type of job in which engaged as independent
manufacturer . contractor
21. Maximum value of the Job the
Contractor/ manufacturer is capable of
Handling per year. (Furnish details of your
Financial standing together with the Bank
References and necessary Solvency certificate
From their banker (Nationalised) as per Bank's
Format).
22. Were you associated with MRPL in any
Other contract in the past
23. Are you currently having any contract with MRPL
24. Are you on the approved list of other Oil
Cos/ Public Sector Undertakings / govt.
Dept. Etc. If so, furnish true copies of
Certificates certifying your performance
25. Please confirm that you have qualified/
trained / experienced staff on your payroll
to handle this job
26. Furnish Audited Balance sheet for last 3
Years ending previous financial year.
27. Details of technical collaboration. Please provide
Documentary support (Xerox copies) if any and
the brief experience of the parties
28. Confirmed that for acceptance
. of the Security Deposit
29. Brief Description of the job methodology/Quality Assurance :
30. Details of Testing methods and equipments that will be made available.
31. Details of your Past Experience in the country (India) in this nature of job.

32. Whether the bidder is put on Holiday list of any of the PSU.
(If sought later, an affidavit to be produced later to MRPL.)

Note:The Bidder to fill up the above and enclose along with Technical Bid.

Appendix-II

A. Declaration regarding relations with any of the MRPL Directors

Details, if any shall be provided by the bidder.

B. Declaration regarding whether the bidder being a Proprietor or Partner of the Company and employed in State/Central/Quasi Govt/OR public sector/or any other Government Institution.

Details, if any shall be provided by the bidder.

Any false information will be liable for severe action like Cancellation of the Order, Forfeiture of Security deposit including Black listing of the Bidder Company in all ONGC /MRPL establishments.

SIGNATURE OF THE BIDDER WITH SEAL

Tender No 3300004522 Hiring of internal Audit Services for MRPL 2017-18

APPENDIX

VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT & TAX DETAILS

Please use additional copies of this form if your Company has additional Branches/ Divisions dealing with MRPL

To: GGM (Materials)	
Mangalore Refinery & Petrochemicals Ltd., Kuthethoor P.O., via Katipalla, Mangalore. (Karnataka), Pin Code-575030, INDIA	
The following is a confirmation/ updation of our bank account details and I/we hereby affirm our choice to opt for payment of amounts due to us under various contracts through electronic mode.	
1. Vendor/ Contractor particulars:	
(i)	Name of the Company:
(ii)	Existing Vendor Code (given by MRPL)
(ii)	Complete Postal Address:
(iii)	Pin code/ ZIP code:
(iv)	Telephone nos. (with country/area codes):
(v)	Fax No.: (with country/area codes):
(vi)	Cell phone Nos.:
(vii)	Contact persons /Designation:
(viii)	Email IDs:
2. Bank Account Particulars:	
(i)	Name of the Account holder:
(ii)	Complete Bank Account No. (for Electronic Funds Transfer):
(iii)	Account type :
(iv)	Bank Name :
(v)	Bank Branch:
(vi)	Bank Branch Contact Nos.:
(vii)	11 digit IFS Code (for Bank Branches in India)
(viii)	Swift Code (for Bank Branches not in India):
3. Tax Registration numbers: *(Please fill in the applicable fields and attach relevant proofs)	
(i)	Income Tax PAN no.:
(ii)	VAT TIN /Local Tax Registration No.:
(iii)	State of VAT Registration:
(iv)	CST Registration No.:
(v)	Excise Registration No.:
(vi)	Excise Range:
(vii)	Excise Division:
(viii)	Excise Commission rate:
(ix)	Service Tax Registration No.:
(x)	ECC No.:
(xi)	Central GST No. (if available/ applicable):
(xii)	Local GST No. (if available/ applicable):
4. Organisational information:	
(i)	Company /Partnership Firm /Proprietary Concern / Society/Trust /NGO/Others (Specify):
(ii)	Micro Enterprise/Small Enterprise/ Medium Enterprise/ SSI/ Govt. Deptt./ PSU/ Others(Specify): (Refer Micro, Small and Medium Enterprises Development Act, 2006)
I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details.	
Name, Seal & Signature of Authorised Signatory	
Certified that the Particulars as in Sr. No. 2 above are correct as per our records.	

Bank Seal & Signature	

SECTION III**POC Compliance Criteria to be filled by party**

<u>Sl.N</u> <u>o</u>	<u>POC (PRE-QUALIFICATION CRITERIA)</u>	<u>POC Data Compliance Criteria to be filled by party (Details to be furnished by bidder)</u>
1	<p>Pre-Qualification Criteria (PQC)</p> <p>1. The audit firm shall have experience of carrying out audits (statutory/internal) of any continuous process industry having a annual turnover of minimum Rs. 20,000 Cr during last seven years ending last day of the month previous to the one in which tenders are invited, which experience should be any one of the following:</p> <p style="padding-left: 40px;">Three similar completed works, each costing not less than the amount equal to ₹ 19.00 Lakhs OR</p> <p style="padding-left: 40px;">Two similar completed works, each costing not less than the amount equal to ₹ 23.00 Lakhs OR</p> <p style="padding-left: 40px;">One similar completed work costing not less than the amount equal to ₹ 37.00 Lakhs</p> <p>Bidder shall submit list of statutory / internal audit work completed in the last seven financial years giving description of work, organization to whom executed, approximate value of the contract at the time of the award, date of award and date of scheduled completion of the work. Date of actual start, actual completion and the final value of the contract should also be given.</p> <p>2. Annual turnover of audit firm shall be at least ₹ 14.00 Lakhs</p> <p>For the purpose of ascertaining parameter of Turnover of the audit firm, average turnover of the audit firm for the previous three financial years shall be considered. Relevant documentary evidence like Profit & Loss account, work order copies and completion certificates to be submitted</p>	<p><u>Order nos. & Values:</u> <u>Turnover Year-1:</u> <u>Turnover Year-2:</u> <u>Turnover Year-3:</u></p>

	<p>along with the bid.</p> <p>In case the information above are found to be incorrect later on after opening of price bids, them their bids will be rejected in case the bidder is not actually meeting the required financial criteria.</p>	
<p>2</p>	<p><u>Bid Evaluation Criteria:</u></p> <ol style="list-style-type: none"> 1. 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. 2. Technically acceptable bids will be evaluated on commercially overall L-1 basis i.e. Lowest landed cost to MRPL 	
<p>3</p>	<p>II. <u>Rejection Criteria:-</u></p> <p>Technical rejection criteria:</p> <p>Bid should be complete and covering the entire scope of work indicated in the bid documents Incomplete and nonconforming bids may be rejected outright</p> <p>Commercial rejection criteria</p> <p>The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.</p> <p>4.0 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.</p> <p>Offers with techno commercial bid containing prices in the same envelope shall be rejected outright.</p> <p>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.</p> <p>5.0 Acceptance of terms & conditions:</p>	

	<p>The bidder must confirm unconditional acceptance of General Conditions of Contract of MRPL, Special Conditions of Contract and Instruction to Bidders.</p> <p>6.0 Offers of following kinds will be rejected:</p> <ul style="list-style-type: none">• 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 90 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 conform 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.	
--	---	--

Seal & Sign:

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**
Deviation statement

Tender No: 3300004355

<p>Technical deviations, if any</p>	
<p>Commercial deviations, if any</p>	

NB: In case of “No deviation” Bidder to write ‘NIL’ & sign. In case deviations are mentioned elsewhere in the offer, bidder shall clearly indicate the same in the above sections. IF the above sections are left blank, it shall be considered that bidder has not taken any deviations at all.

Seal & Sign of the Bidder

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

**To be executed on Non Judicial Paper Rs 100/- (Rupees One Hundred only) as per
Karnataka Stamp Act**

Guarantee No. :
Date of Issue :
Date of Expiry :
Date of Expiry of Claim Period:
Value of Bank Guarantee : Rs._____

M/s.Mangalore Refinery and Petrochemicals Limited,
Kuthethoor P.O., Via. Katipalla
Moodapadav, Mangalore-575 030
Karnataka, India.

This Guarantee executed at(place of execution) on this, 2008 by _____(BANK), having its branch office at _____, and its Head Office at _____, (hereinafter referred to as "the Bank") which expression shall unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns for the benefit and in favour of Mangalore Refinery and Petrochemicals Limited, a Company incorporated in India, having its Registered Office at Kuthethoor P.O., Via. Katipalla, Mangalore-575 030 Karnataka, India (hereinafter referred to as "the Purchaser") which expression shall unless repugnant to context or contrary to the meaning thereof, include its successors and assigns

WHEREAS the Purchaser has placed a Purchase Order (hereinafter referred to as "the Purchase Order") No._____ Dated_____ for Rs._____ (Rupees _____ Only) with M/s._____ (hereinafter referred to as " the Seller") which expression shall unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns.

AND WHEREAS BANK has at the request of the Seller agreed to issue in favour of the Purchaser a guarantee in the manner hereinafter appearing which the Purchaser has agreed to accept.

NOW THIS GUARANTEE WITNESSTH AS FOLLOWS:

1. In pursuance of the Purchase Order and in consideration of the Purchaser agreeing to accept SECURITY DEPOSIT @ 10% of the Purchase Order value from us, we, BANK hereby guarantee to the Purchaser due observance and fulfillment by the Seller of the terms and conditions of the Purchase Order and the Performance which is a part of the Purchase Order and agrees to undertake that if the Seller fails to observe and fulfill the terms and conditions of the Purchase Order and /or the Performance , then, BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of Rs._____ (Rupees_____ only) being the _____% value of the Purchase Order on account of non fulfillment by the Seller as aforesaid and shall also indemnify the Purchaser against all losses and damages which may be suffered by the Purchaser as aforesaid and also against all costs, charges, expenses which may be suffered by the Purchaser in connection with and/or arising out of or touching upon the Purchase Order BANK shall pay the said amount without any demur or protest merely on demand from the Purchaser and without recourse to the Seller and/or other Authorities. The decision of the Purchaser as to whether the terms and conditions of the Purchase Order have been observed or not, shall be final and binding on the BANK.

2. This guarantee is a continuing one and shall not be revocable except with the previous written consent of the Purchaser and save as aforesaid it will continue in full force and effect until the Seller has maintained the Schedule of Delivery as per the Purchase Order and observed and fulfilled the said Performance Warranty and all other terms and conditions of the Purchase Order.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

3. The Purchaser may without affecting BANK's liabilities and obligations hereunder, grant time or enter into other indulgence or compound with the Seller or enter into any agreement or agree to forebear or to enforce any of their terms and conditions of the Purchase Order against the Seller or agree to vary any of the terms and conditions of the Purchase Order.
4. This guarantee shall not be affected by any change in the constitution of the Purchaser or the Bank or the Seller and shall remain in full force and effect until the liabilities of the Bank are discharged by the Purchaser.
5. For the purpose of giving effect to this guarantee, the Purchaser is entitled to act as if BANK were the Principal Debtor and the BANK hereby waives all and any of its rights of surety ship.
6. This guarantee shall continue to be in force notwithstanding the discharge of the Seller by operation of law and shall cease only on payment of full amount hereby secured by BANK to the Purchaser and also the claim of the Purchaser against the Seller in respect of the Purchase Order is fully satisfied.
7. This guarantee issued by BANK shall be in addition to and not in substitution of any other guarantee or security given or to be given by the Seller to the Purchaser in respect of the Purchase Order.
8. This guarantee is valid up to(Date of expiry) and BANK shall be released and discharged from all liabilities hereunder unless a written claim/demand for payment under this Guarantee is lodged on us on or before (Date of expiry of claim) irrespective of whether or not the original guarantee is returned to us
9. Demand or claim or hereunder shall be deemed effective when served by hand or sent by Registered post to BANK, addressed as aforesaid.
10. The validity of the guarantee shall be extended upon request by the Seller from time to time.
11. These presents shall be governed by and construed in accordance with the Indian Law.
12. BANK hereby declares that it has the power to issue this guarantee and the undersigned is/are fully authorized to sign and execute the same vide Power of Attorney dated..... Issued to me/us by the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE:

Our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only)

This guarantee shall be valid up to _____ (Date of expiry) and

We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before _____ **(3 months from the date of expiry)**

SIGNED AND DELIVERED for and on behalf of the above named.

SECTION IV

A) 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 Kadri, 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 support service in the form of comprehensive internal audit at Mangaluru Refinery, branch offices, company owned company operated retail outlets and depots (including existing & proposed) for Financial Year 2017-18.

Internal Audit Services 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 law and legislation.
- The area covered should be verified in entirety, from initial stage to the final stage of transaction/area covered keeping in view legal angle, company policy & internal controls.

The Audit Firm should carry out support service in the form of comprehensive internal audit reviews comprising the following specific functions. For this purpose, the Audit Firm is required to carryout the audits in line with relevant regulations, guides and statutes such as the Companies Act, listing agreement of SEBI, organizational delegation of powers, Technical Audit Guidelines for Oil industry issued by ICAI, the Standards for Internal Audit issued by ICAI etc.

Bi-monthly basis

Verification of payment vouchers and journal vouchers; debit notes and credit notes- Check the supporting evidence for accuracy, authority, timeliness and accounting. (The number of all types of accounting documents like cash, bank and journal vouchers, invoices of all types, debit and credit notes, reversal vouchers etc for the earlier period of 2015-16 was 528000).

Quarterly basis

- Verification of Crude Oil Purchases-including checking of agreements, pricing, payment of FOB, freight, insurance, demurrage, ocean loss & all other elements of crude oil purchases
- Accounts closing review- To make detailed scrutiny includes compliance to Ind AS & compliance to the requirements on Companies Act 2013, Corporate Governance requirements and other

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**
pronouncements of ICAI. Queries on accounts are expected to flow well before providing provisional accounts.

- Reviews of addition to assets/Capitalization. Check acquisition, capitalization and depreciation, disposal.
- Review of bank reconciliation.
- Internal Controls over Financial Reporting: - Review for adequacy and operating effectiveness, test of controls, process review from start to end and to suggest remediation / improvements including support work for statutory compliances.
- Review of compliance of Direct and indirect taxes laws especially for timely and proper remittances and compliances. Out of this, one quarterly review to be detailed one where the team should check the correctness of deductions, return filing etc.
- Review of Orders released on nomination basis.
- Physical verification of cash.

Half yearly basis

- Verify accounting of CWIP.
- Physical verification of Crude and product tank gauges and other bulk products.
- Ledger scrutiny including payables.
- Review of OMC Marketing-Check if invoices are in line with sales order, supporting evidence for accuracy, authority, timeliness and accounting. Analysis of pending receivables.
- Scrutiny of direct Marketing Receivables - Review process of revenue and receivables. Check accounting of Sales and collection, revenue recognition, credit terms, bank guarantees. Analysis of pending receivables if any.
- Review of exports-from receipt of order till realization of payment.
- Review of purchase orders and Service orders-Indenting, invitation and receipt of bids, evaluation of bids, issue of order, receipt and inspection and payment to vendor. Compliance to Ordering terms in general.
- Scrutiny of Contract bills and payments.
- Physical verification of Warehouse inventory, review of revalidation of life etc (different warehouses to be selected each month, high value items to be verified on monthly basis)

Annual basis

- Review of Cost Audit-Check identification and allocations and compliance to costing rules and standards
- Review of loan , adherence to terms
- Visit to Delhi, Bangalore, Mumbai branches:- (scope of work to be allotted by EIC).
- Three Retail outlets and one depots-Review of all transactions. Receipt, storage and sales/Transfer, inventory verification, stock adjustment (about man days are expected to be spent at retail outlets and depots).
- Physical verification of assets (specific categories of movable assets)

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- Review of marketing activity—Process employed, strategy for marketing, market research, market identification and performance evaluation
- Review of Inventory control activity
- Review of Insurance policies (Mega risk policy, policy cover for SPM and review of any other cover to be decided by EIC).
- Review of HR activities (4 areas to be decided by EIC)

Technical Audits

- Audit Firm should also cover the Refinery Operations including Planning, Technical Services, Marketing, Maintenance , Projects and Oil movement and storage according to the scope as per Technical guidelines issued by ICAI (Oil and Gas Refining and Marketing (Downstream). About 12 areas in a year to be covered, involving all technical aspects of Mechanical, Chemical, Civil, Electrical & Instrumentation streams.

A Detailed work schedule and scope for individual works on quarterly basis will be prepared by EIC. EIC at his discretion can change the aforesaid scope of audit-area based on work requirement, at any point of time.

B) SPECIAL CONDITIONS OF CONTRACT

a) AUDIT TEAM :

The Audit team should consist of suitable members with qualified finance professionals from India who should be the members of The Institute of Chartered Accountants/ Cost Accountants/MBA (Finance) and also qualified Technical Members with adequate Plant experience in the refinery/petrochemical industries in all the relevant streams like Chemical, Mechanical, Electrical, Civil, Inspection & Instrumentation etc.,

Audit team is to be present through – out the year at site. Audit team should commence its work for 2017-18 immediately on receipt of the Order.

The lead audit members (both finance & technical) should be having an experience of at least 10 years in Downstream Oil and Gas firm and other audit members (both finance & technical) should have an experience of at least 5 years in downstream Oil and Gas firm.

At any point of time, a minimum of one suitable technical audit members and three suitable finance audit members shall be available throughout the contract period at site. In addition to the above, during the entire contract period lead audit members (both Finance and technical) should be available at site.

Additional manpower, as needed, shall be deployed by the bidder based on audit need, as per Scope.

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.

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.

Bio data of the lead members of the Audit team who would be working for this job after award of contract to be submitted along with the bid.

The Audit team proposed for deployment shall have sufficient knowledge and experience to carry out relevant audit activities independently. The same shall be assessed during tendering stage (technical evaluation) and prior to deployment as detailed below. Acceptance/rejection is at the discretion of the EIC shall be final and binding.

At the time of bidding, bidders shall submit relevant qualification and experience certificates of members of the audit team proposed to be deployed. The credentials and experience of the audit team proposed for deployment shall be verified / assessed by MRPL during the tender processing. Bidder is allowed to make like-to-like replacements during the execution of Contract.

The same procedure of submission of relevant qualification and experience certificates and the verification of the same by MRPL shall be done for the subsequent deployments also. The bidder shall submit contact details of all the personnel of the audit team.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

Credential/Experience verification of audit team, prior to deployment, shall be necessarily carried out by the audit firm and their mobilization at site shall be subject to MRPL's satisfaction. In addition, during the execution of the contract, MRPL shall monitor the performance / quality of work of the person/s and may terminate the deployment of person/s depending on their performance/ quality of work. In such cases, the audit firm shall mobilize replacement personnel within six days of communication from MRPL. Failure to do so on more than two occasions (within entire contract period) may lead to termination of the contract.

If at any point of time, it is realized that the wrong/fake information regarding past experience profile of Personnel has been provided, it will be treated as breach of Contract and Security deposit will be forfeited and strict action will be taken against individual person as well as the Bidder/Contactor/Agency/ Audit firm.

Audit firm shall provide all field audit personnel of the audit team with individual Personal Protection Equipment (PPE) like industrial safety shoes, helmets, hand gloves, earplugs, face mask, Boilers suits etc. and ensuring that all PPEs are worn by the deployed persons at work.

b) TIME LIMIT FOR COMPLETION :

Auditing is to be done covering the entire transactions for the financial year 2017-18. However, contractual period starts from the effective date of the Order, for the period of one year. However, MRPL has the discretion to extend the Order for one more year, based on mutual consent.

Audit firm must submit its preliminary report within a week after the discussion for each subject audited & submit summarized quarterly reports, along with replies where ever applicable. Time is the essence here and all audits must be finished in time as per the quarterly audit plan.

Audit firm shall submit all the reports after discussion with the concerned before the end of the quarter (at least 15 days before end of the quarter). However, areas like quarterly and annual accounts closing can be examined based on the time the inputs are actually furnished by MRPL.

c) PAYMENT SCHEDULE:

The following payment schedule will be adopted.

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

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

C) OTHER CONDITIONS:

- a) Audit team should work in strict confidence and ensure that the data, statements any other information in respect of the operation of the location /work centre / Company is dealt with in strict confidence and secrecy. Audit firm shall submit the confidentiality agreement immediately after award of work.
- b) Neither the 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.
- c) The tenure of appointment shall be for one year i.e. for the financial year 2017-18 (One year from the effective date of Purchase order). The tenure may be renewed further at the discretion of the Company for one more year based on the satisfactory performance & mutual consent.
- d) Any expenditure incurred by company for the auditors shall be back charged.
- e) Overwriting/correction/erasing if inevitable, the same should be authenticated with the signature & seal of authorized person of applicant firm.
- f) 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.
- g) Senior Partner/ Lead audit member shall attend the audit committee meetings (conducted quarterly or at different periods for special purposes), internal HOD meetings (Conducted quarterly or half yearly to discuss significant audit observations) and for other requirements on invitation by the company.
- h) On such special invitation by the company to attend audit meetings etc. travel expenses (air fare/Rail/Bus) only will be reimbursed (economy air fare) subject to production of proof of travelling.

All local conveyance expenses related to such travels, food /DA expenses and any other expenses to be borne by the bidder.

Accommodation in such cases will be arranged by the Company. Company, at its option can decide to book a hotel accommodation of its choice among nominated hotels/ near the meeting venue. Accommodation will be restricted to the limits applicable to E4 level/Manager-level employee of our company. Invitation will be restricted to ONE senior partner/lead member.

- i) The Audit team is expected to spend adequate time at all branch offices like Delhi & Bangalore Offices where significant areas like crude oil procurement, shipping, treasury, marketing activities etc are handled apart from administrative areas.
- j) The Audit team is expected to devote adequate time in studying an area of audit, discussing significant areas and developing queries. During accounts closing periods, records will be required to be shared intermittently with statutory auditors and other agencies also and hence reasonable time would be required to provide records and information.
- k) During the course of audit at all places, the audit team is expected to make arrangements for all types of local internal movements/ transportation

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

- l) The Audit team is required to participate in discussions with/ presentation to Statutory auditors, whenever required during accounts closing reviews etc. No separate reimbursement for this purpose.
- m) 2 PCs with SAP connection will be provided. Subject to availability additional PCs may be given. Internet will be provided (without emailing facility of MRPL). Additional requirement of PCs to be arranged by the bidder, if required.
- n) The team deployed at site is required to update their daily attendance, maintained with the EIC.

D) 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 shall be submitted in EPS ONLY.

Both techno commercial should be kept in separate sealed envelope clearly super scribing as “Techno commercial offer for hiring of Internal Audit services for MRPL for FY 2017-18” and “Price offer for hiring of Internal Audit services for MRPL for FY 2017-18” shall be entered in EPS only and submitted to the following address.

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

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 offer at MRPL premises is -02.05.2017. Offers received after this date shall not be considered.

E) DOCUMENTS AND DETAILS

The bidder shall submit all documents as specified in Table-1 (from serial no. 1 to 7), along with the technical bid.

Table 1- Documents to be submitted during technical evaluation stage

Sl. No.	Criteria	Documents to be submitted by the bidder
1	Financial Turnover	Relevant supporting documents like balance sheets and profit loss accounts for average annual financial turnover during the last three years ending 31st March of the previous financial years.

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

2	Firm Registration	Certificate supporting the firm's registration details confirming the existence for a minimum period of 5 years
3	Experience of Bidder	Copy of Internal Audit / Statutory audit engagement letters completed in last 7 years ending last day of the month previous to the one in which tender is invited having value and nature as per the Pre-Qualification Criteria and Satisfactory Work Completion Certificate for the same and verifiable contact details of the client where job was carried out.
4	Qualification of the personnel of the audit team	Copy of Membership Certificate of the Institute of Chartered Accountants of India/ Institute of Cost Accountants of India/ Qualification certificate.
5	Experience of the personnel of the audit team	A detailed resume mentioning past experience details, Experience Certificate/Employment certificate for each person to be deployed.
6	Contact Details	Mobile Numbers and email ID of all persons of the audit team proposed for deployment.
7	Deployment schedule	The audit firm shall submit the complete manpower deployment schedule (discipline / category wise) over the contract period i.e. one year along with the bid as per the Annexure 1

F) 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 offers/representative/third Parties at the discretion of the MRPL.

G) BID EVALUATION MATRIX To be Submitted with Tech. bid

BEC Clause No.	PARTICULARS	COMPLIANCE	Reference to page nos. of the bid
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	Technical Rejection Criteria:		
	Whether the bid is complete & covering entire scope of work as per the bid document?	Yes / No	
C	Eligibility and experience of the Bidder:-		
1	Does the bidder have eligibility/experience as per clause A) of SCC?	Yes / No	
2	Does the bidder have eligibility/experience as per clause E.1 of PQC?	Yes / No	
3	Does the bidder have eligibility/experience as per clause E.2 of PQC?	Yes / No	
D	Commercial Rejection Criteria:		
1	Whether bid has been submitted in two bid System as per tender document?	Confirmed/not Confirmed	
2	Whether bidder has accepted all the terms & conditions of the tender document in toto?	Confirmed/not Confirmed	
3	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 has submitted Integrity Pact? Whether bidder has submitted copy of valid	Confirmed/not Confirmed Confirmed/not Confirmed Confirmed/not Confirmed Confirmed/not Confirmed Confirmed/not Confirmed Confirmed/not Confirmed	

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

	registration 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?	Confirmed/not Confirmed	
4	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	
E	Price Evaluation Criteria		
1	Whether bidder has agreed to the Price Evaluation Criteria as per clause of BEC.	Yes/No	
F	Documents & Details		
	Whether Bidder has submitted all documents as per Table 1	Yes/No	
G	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

H) Details of the Firm

1. Name of the Firm:

2. Registration details of the Firm the respective institutes:

Date of registration

No allotted by the institute

3. Particulars of Firm:

i) Address of the Firm as registered with the respective Institute:

ii) Address for Communication

iii) Telephone Number(s) with STD Code:

iv) Fax Number with STD Code:

v) E-mail address of the Firm:

vi) Web-site of the Firm:

vii) PAN No of the Firm:

viii) Service Tax No of the Firm

Signature of the Firm

With seal & date

I) 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

J) 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-VI

CONTRACT WORKER'S SAFETY POLICY

1. SCOPE:

This policy is applicable to all the contractors and their employees working in MRPL. This is also applicable to sub-contractors, suppliers, vendors and visitors. All the contractors are required to ensure that they and their employees comply with relevant safety requirements as mentioned in this Safety Policy depending on the nature of work. This policy is not a substitute to the statutory rules and regulations and also the prevailing MRPL Safety Requirements. This is to further reinforce the existing Safety Standards in Refinery.

2. REFERENCE: This document should be read in conjunction with following:

- General Conditions of contract (GCC)
- Special Conditions of Contract (SCC)
- Job specifications

3. SAFETY REQUIREMENTS FOR CONTRACTORS:

-Contractor shall furnish Safety policy and Safety Manual of their Company and his track record in safety for past three years to the Engineer-In-charge.

Contractor shall furnish details of their safety department with CVs of safety officers in his bid document to Engineer-In-charge.

-The contractor MUST employ Qualified Safety Officers as per the table below, having about 5 years of relevant experience in chemical units or Petrochemical Plants or refineries, as per The Factories Act 1948 / Building and other construction workers (Regulation of Employment and conditions of service) Act 1996 and Central Rules 1998 / The Karnataka Factories Rules 1969. Contractor shall ensure that all his workmen are aware about the nature of risk involved in their work and have adequate training for carrying out their work safely. Such Safety Officers appointed shall be dedicated and responsible only for safety. They should not be given any other responsibility. The contractor and his sub-contractor, if any, shall comply with the instructions given by MRPL Engineer In- Charge or his authorized nominee regarding safety precautions, protective measures, house-keeping requirements etc. Engineer-In-Charge from MRPL shall have the right to stop the work of the contractor, if in his opinion, proceeding with the work will lead to an unsafe and dangerous condition. Engineer-In-Charge shall get the unsafe condition removed or provide protective equipment at the contractors cost, whichever is applicable.

Table

Max. no. of employees < 30

One discipline (Engr. / Supervisor) with safety experience can function as Safety Staff on part time basis.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

No. of employees : 30 – 100 One Safety Supervisor on full time responsibility.
No. of employees : 101 – 250 For Manpower Supply – Oriented Maintenance contract –
One Safety Supervisor on full time responsibility.
For Service – Oriented Maintenance / Project contract
One Safety Engineer on full time responsibility +
One Safety Supervisor on full time responsibility

Upto 250 Persons deployed by him at site Deploy one Safety Officer and additionally deploy
Three Safety Supervisors

For 251 to 500 Persons Two Safety Officers, Six Safety Supervisors and Ten Safety
Stewards

For more than 500 persons Three Safety Officers, Ten Safety Supervisors and Twenty Safety
Stewards

Qualification criteria of safety officer:

BSc (Physics Chemistry only)/Diploma (Mech/Elect/Civil only) with post graduate Diploma in Industrial safety with min of 5 years experience in supervisory cadre.

OR

BE/BTech (Mechanical/Electrical/Civil only) with post graduate Diploma in Industrial safety with min of 2 years experience in supervisory cadre.

Qualification criteria of safety supervisor:

BSc (Physics Chemistry only)/Diploma (Mech/Elect/Civil only) with qualification in industrial safety with relevant experience.

4.PERSONNEL :

- Personnel / workmen (age 18 years & above) deployed at site should be physically / medically fit.

Labours/workers shall not bring children/babies inside the refinery.

SMOKING IS STRICTLY prohibited inside the refinery.

- Contractors and their workmen should restrict their activities to the site allocated to them.

- All contract men shall wear IS make PPEs like gloves, goggles, face shields, full body safety harness, safety belt, Safety Helmets, Safety Shoes etc during the work. They will not be permitted to enter the Refinery without wearing Safety Helmet, Safety Goggles & Safety Shoes. Damaged PPEs shall be taken out from use and disposed off properly.

- The contractor shall ensure that their men do not tamper with the facilities in operation. They shall not operate any Valves/ Switches etc.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- The contractor shall ensure that his workmen do not move around freely inside refinery premises other than the assigned place of work & also do not sleep anywhere (Below piperacks / equipments / trucks / etc.) inside refinery premises.
- The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the Engineer-in-charge any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately from MRPL premises and provide alternate personnel.
- The contractor Supervisors and Engineers must get themselves conversant with MRPL's Standard Operating Procedures (SOP), safety norms, Rules and Regulations that are in force. They must also be conversant with the MRPL's Emergency Procedures and Emergency telephone numbers and should ensure display of same at prominent place.
- Special safety precautions to be taken by the contractor or their personnel working in an operating refinery are given below. The safety procedure may undergo a change from time to time, which will be intimated to the contractor to follow and implement them.
- In addition to the following minimum safety requirements, the contractor must comply with the safety requirements, norms, rules and regulations as per the Factories Act 1948 and Karnataka Factories Rules 1969, OISD Guidelines 207 and other OISD standards / guidelines and Indian Standards.
- The contractor must prepare a detailed "Safety Programme" and submit it to Engineer In-charge of MRPL immediately after the finalization of contract / placing of LOI / order. This will include Safety Policy, Safety Responsibilities at various levels, Formations of Safety Committees and meetings, Method statements, Job Safety Analysis (JSA), Safety inspections, various pre-inspection checklists, Safety manuals, Safety Audits, Emergency Plans, Safety procedures to be implemented for all the activities, deputation of Safety Officers, enforcement of safety practices.
- Contractor shall devise a procedure on Accident Reporting. All accidents including Near Misses and property damages to be reported as per the MRPL's Accident Reporting Procedure in force. All Accidents including Near Misses to be communicated immediately to Engineer-In-charge over telephone / verbally / and later submit the accident report. All accidents must be investigated, classified, analysed & comply with the recommendations to avoid its recurrence. Monthly Accident statistics must be developed and circulated. Contractor shall maintain a register of all such accidents.
- During the mobilization, equipments, machines, tools, tackles etc. to be inspected at the site from where it is being mobilized. Damaged ones should be discarded and ensured not mobilized at MRPL site. The statutory checks, inspections and certification is carried out before mobilizing at MRPL site. Necessary repairs and maintenance to be carried out and equipment, machine, tools, tackles etc. is mobilized at

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

MRPL site in working condition. The previous records of maintenance and the competent person's certificates to be made available during mobilization and submitted to MRPL Engineer Incharge. The equipments, machines, tools, tackles, etc to be tagged and mobilized.

- A Safety Committee must be formed to discuss accidents, Unsafe Acts and Unsafe conditions. This should be chaired by the High ranking Official / Site-In-Charge with equal participation both from supervisory and non-supervisory cadres of employees. Engineer In-Charge of MRPL also should be involved in such meetings as an observer. The frequency of meetings shall be once in a month minimum and actions taken to avoid recurrence of Near miss, Minor injuries etc.

Circular of the meeting must also be issued to MRPL Engineer-In-charge at least one week in advance. Minutes of the meetings to be prepared on the same day and submitted on next day of the meeting.

The contractor shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily, suspended, he shall ensure that all materials, equipment and facilities will not cause damage to existing property, personal injury or interfere with other works of the Refinery. The contractor shall comply with all applicable provisions of the safety regulations, cleanup programme and other measures that are in force at the site.

- Safety Inspections of the site to be conducted daily and Safety Audits to be conducted once in three months by a team of Senior Officials of the contractor. Report on findings of such Audit to be submitted to the Engineer-In-charge and compliance report of the suggestions on findings to be submitted weekly to Engineer-In-charge.

Daily Safety Inspection of jobs and safety audit to be conducted every month and the report and protocol signed by all parties, Contractor's safety officers with signatures of Site In-charges of contractor shall be part of subsequent RA bill.

- Method statement along with Job Safety Analysis to be submitted at least 15 days in advance before starting of any activity.

Prior information of high risk jobs as planned shall be informed with short details of the work, job safety analysis report to the Engineer-In-charge at least 48 hours before starting of such jobs.

High risk jobs like fabrication at height, lifting and shifting, erection of equipments etc. shall be video recorded by the contractor.

- The contractor shall provide and maintain all lights, guards, fencing, warning sign, caution boards, other safety measures and provide for vigilance as and where necessary or as required by the Engineer-In-Charge or by any duly constituted authority for the protection of workers or for the safety of others. The caution boards shall also have appropriate symbols visible during night also.

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

- Adequate lighting facilities, including emergency lighting, such as floodlights, hand lights and area lighting shall be provided along with ELCBs by the contractor at the site of work with isolation switch known to all at site with proper display, storage area of materials and equipment and temporary access roads within his working area. The contractor shall obtain written approval of the Engineer-In-Charge to the lighting scheme and place of tapping prior to its installation.

Use of devices like Distress alarm system for all personnel entering into confined space to be mandatory. Biometric attendance of personnel entering confined space should be maintained. Necessary Biometric punch machine to be arranged by the contractor at his own cost for this purpose. Staircases shall have temporary hand rail and guard till permanent handrails are fabricated and installed.

The contractor shall plan his operations so as to avoid interference with the other departmental works, other contractors or sub-contractors at the site. In case of any interference, necessary coordination shall be sought by the contractor from the Department for safe and smooth working.

The contractor shall be held fully responsible for non-compliance of any of the safety measures, procedures and delays, implications, injuries, fatalities, property damage and environmental degradation and compensation arising out of such situations or incidents. The contractor should device a procedure to maintain head count of his personnel manually or with an installation of punching machine at site and ensure evacuation of his personnel through defined emergency exit in case if situation demands and also during confined space entry.

- Smoking is prohibited in the Refinery / work site / offices.

Consumption of alcohol and any other intoxicating material shall be also treated as safety violation and heavy penalty shall be levied on the main contractor.

- Radiography source and also the Explosives used for controlled blasting will not be permitted to be stored at site. Detailed accident report with photographs to be submitted to factory manager and Engineer In-charge from MRPL immediately.

- Contractor's Vehicles/Engines and approved electrical / mechanical equipments& lifting tools / tackles, welding generator that are to be used inside refinery are to be certified by competent authority. Statutory checks are to be carried out and records are to be maintained by contractors to ensure healthiness. These certificates will be regularly checked by MRPL engineer in-charge.

- The Contractor shall ensure that all industrial consumables such as Oxygen, Acetylene, Argon, Nitrogen, welding electrodes etc. are approved by MRPL, tested and records maintained by the contractor as per Gas Cylinder Rules before they are used for the job. LPG for gas cutting purpose is not allowed.

- The Fire prevention / protection and safety equipments (including Personal Protective Equipments) should be certified by MRPL engineer in-charge.

5.HEALTH AND HYGIENE :

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- Sufficient number of toilets shall be provided by the contractor for its workmen and hygiene standard should be maintained.

Contractor to ensure no water stagnation at site.

Potable water facility for all workers shall be provided and maintained by the contractor.

Inspection of drinking water, sanitation, shall be done by MRPL. Availability of dust masks shall be ensured by the contractor at site.

Contractor to maintain affordable hygienic canteen for the workers.

- The contractor must maintain record of medical examinations of its employees as per The Factories Act 1948 and The Karnataka Factories Rules, 1969 and The Building and other construction workers (Regulation of Employment and conditions of service) Act 1996 and Central Rules 1998. This will include eye test of crane operators, vehicle drivers and all others. Also Fitness certificate by the Medical Officer for working at height to be produced for each employee requiring to work at height.

- Adequate means and personnel for rendering first aid should be readily available at site and during working hours at places where work is carried out.

- Medical aid for First-Aid should be available.

- First Aid kits or boxes, as appropriate, should be provided at the workplaces and on motor vehicles, cranes, etc. and be protected against contamination by dust, moisture, etc.

- When workers are employed underground or beneath structures or pits or other conditions in which they may need to be rescued, suitable rescue equipment like tripod with pulley and safety belt should be readily available at site at or near the work site along with trained rescue workers.

6.VEHICLE MOVEMENT :

- The contractor shall conduct his operation so as not to interfere with the use of existing roads at or near locations where the work is being performed.

- Speed limit inside the refinery is 16 KMPH which should be strictly followed. For heavy machinery like cranes / forklift / RMC trucks, etc. the speed limit is 5 KMPH maximum.

- Special precautionary measures should be taken during transportation of long sized cargo, route as defined should be followed and for safety of personnel (with proper escort) and damages to the facilities should be avoided. Procedure for vehicle entry and Speed limits in Refinery should be strictly followed. Vehicles and cargos passing through refinery should have PESO approved spark arrestor fitted.

- When interference to traffic is inevitable, notice of such shall be given to the Engineer- In-Charge of MRPL well in advance with the details of start of the work and time required, storage of materials, and details of the proposed methods of providing the required facilities for safe and continuous use of roads and obtain his clearance.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- The contractor shall exercise full care to ensure that no damage is caused by him or his workmen, during the operation, to the existing water supply, sewerage, power or telecommunication lines or any other services or works. The contractor shall be required to provide and erect before starting of the work, substantial barricades, guardrails and warning signs. He shall furnish, place and maintain adequate warning lights, signals etc, as required by the Engineer-In-Charge.

- Vehicles must have green red flags and whistles for the cleaner to guide driver. All vehicles entering MRPL premises shall have cleaner / helper.

- The vehicles must be maintained as per the preventive maintenance schedule of the manufacturer / supplier. Only Drivers that are trained in Defensive Driving shall be deployed inside Refinery.

- Vehicles to be inspected fortnightly by trained technicians as per the inspection checklist.

Pre-inspection checklist to be formed to that effect.

- All vehicles to bear a sticker. "If you notice this vehicle is over speeding then please inform on telephone no 08242882192 / 2191 / 2194 / 2771 / 2731".

- Tractors and trucks / cranes / forklift should not be used for transporting personnel.

- Every vehicle should have the contractor's name prominently displayed on Tractor Trolleys, trucks, jeeps, cranes, JCBs, Poclains, trailers. The display board should be put on front and rear side of each of the vehicle.

Tractor trolleys must have independent brake systems both on tractor as well as on trolleys.

- All vehicles must be fitted with PESO approved spark arrestors.

Tippers/trucks carrying debris and soil/mud/sand shall ensure that there is no spillage of material on road.

If any such spillage observed the same need to be cleaned and cleared by the contractor immediately.

Wheels of the trucks and vehicles shall be clean and free from mud.

- Contractor to maintain Inspection and maintenance logs for every vehicle.

- Any kind of repair work on contractor's vehicle is to be carried out only inside the work shop or designated place and not allowed inside the battery area or any where at on road or at site.

7.SAFE MEANS OF ACCESS :

- The contractor must possess adequate numbers of self retractable type fall arrestors (of different sizes viz. 6 m, 20m, 40m, and 60 m), Safety nets and Safety Belts (Full Body Safety Harness) (ISI approved).

- Adequate and safe means of access and exits shall be provided for all work places, at all elevations. Using of scaffolding members (avoiding a ladder) for approach to high elevation shall not be permitted.

- Suitable scaffolds shall be provided for workmen for all works that cannot be done safely from the ground, or from solid construction except such short duration work as can be done safely from ladders.

Ladder shall be of rigid construction having sufficient strength for the intended loads and made of metal

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

and all ladders shall be maintained well for safe working condition. If the ladder is used for carrying materials as well, suitable foot holds and handholds shall be provided on the ladder. Ladders shall not be used for climbing carrying materials in hands. While climbing both the hands shall be free. Ensure positioning of person at base / grade level while it is in use. All ladders, platforms, full body safety harness and safety nets should be inspected regularly and records should be maintained. Damaged items shall immediately be taken out of service and disposed off.

- Scaffolding staging more than 1.5 m above the ground or floor, swung or suspended from an overhead support or erected with stationary support and ladder shall conform to relevant IS specification. Timber bamboo scaffolding is not allowed inside the Refinery.

- Working platforms of scaffolds shall have toe boards 15cms in height to prevent materials from falling down.

- A sketch of the scaffolding proposed to be used shall be prepared and approval of the contractor's Mechanical Engineer obtained prior to start of erection of scaffolding. All scaffolds shall be examined and certified with proper display of tags by contractor's Mechanical Engineer before use.

- Safe means of access shall be provided to all working platforms and other elevated working places. Every ladder shall be securely fixed. No single portable ladder shall be over 9m in length. For ladders upto 3m in length the width between side rails in the ladder shall in no case be less than 300mm. For longer ladders this width shall be increased by atleast 20mm for each additional metre of length. Step shall be uniform and shall not exceed 300mm.

- Working platform and gangway along the side of pipe racks shall be provided. Under no circumstance the contractor employees should step on pipes at pipe racks.

8.EXCAVATION, TRENCHING AND EARTH REMOVAL :

- A Work Permit must be taken for any excavation or earth removal inside the existing refinery premises from Engineer In-Charge MRPL, as the area of work has underground pipelines, cables etc.

- All trenches 1.2m or more in depth shall at times be supplied with at least one ladder for each spacing of 3.0m in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1m above the surface of the ground.

- The sides of the trench which are 1.2m or more in depth shall be stepped back to give suitable slope (angle of repose) or securely held by timber bracing (i.e. shoring of the excavated trench or pit should be done), so as to avoid the danger of sides from collapsing. The excavated material shall not be placed within 2m of the edges of the trench or half of the depth of the trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances under-cutting shall be done.

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

- The contractor shall ensure the stability and safety of the excavation, adjacent structures, services and the works.
- Open excavations shall be fenced off by railing (ledger pipes) and warning signals installed at well-lit places so as to prevent persons falling into the excavations.
- All blasting operations shall be carried out on the basis of procedures approved by Inspector of explosives. All works in this connection shall be carried out as per IS code of practice. Barricades, Warning signs etc. shall be placed on the roads / open area. Prior approval of such operation shall be obtained from Engineer-In-Charge of works. The blasting procedure being followed by the contractor must be submitted with MRPL engineer in-charge.
- The contractor must submit the methodology, safety aspects, schedule, License and other relevant features of control blasting operations.
- Wherever manual removal of earth is involved, earth shall be removed from the top by maintaining the proper slope equal to the angle of re-pose of the earth. Manual removal of earth / lowering of person in a pit should be done with tripod and pulley besides use of Full body Safety Harness by person.
- Such work shall be constantly supervised by the contractor's responsible persons.

9.DEMOLITION :

Before any demolition work is commenced and also during the progress of the work :

- Proper approvals shall be taken from Engineer in-Charge MRPL before commencing demolition.
- Area around shall be barricaded with cautionary signs and posting of security guards or supervisors for preventing unauthorised entries of personnel.
- All roads and open area adjacent to the work site shall either be closed or suitably protected. Appropriate warning signs shall be displayed for cautioning approaching persons.
- No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- Entries to the demolition area shall be restricted to authorized persons only.

Contractor to place separate collection facility of waste like metal, on metal non degradable and bio degradable wastes and shall dispose to designated place daily basis.

Contractor shall be responsible to clear dry grass and wooden items etc from and around his working site/storage/fabrication yard etc to prevent any fire accidents.

10.PERSONAL PROTECTIVE EQUIPMENTS :

- All proper "ISI" marked Personal Protective Equipments (PPEs) as considered necessary by the Engineer-In-Charge shall be kept available by contractor for the use of the persons employed on the site and maintained in a condition suitable for immediate use. Also the contractor shall take adequate steps to ensure proper use of equipment by those concerned. The PPEs are to be provided by the contractor.

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

- All persons employed at Refinery shall use safety helmets, safety shoes and safety goggles as minimum safety gears. For other types of works, persons working in that area shall also use the required PPEs, as advised by the Engineer-In-Charge of MRPL.
- Workers employed on mixing asphaltic materials, cement and lime mortars shall use Gumboots, safety goggles, hand gloves and proper respirator.
- Persons engaged in welding and gas-cutting works shall use suitable welding face shields with welder's helmet. The persons assisting the welders shall use suitable goggles. Protective goggles shall be worn while chipping and grinding.
- Stonebreakers shall use protective goggles. They shall be seated at sufficiently safe intervals or distance.
- Persons engaged in or assisting in shot blasting (Sand blasting is prohibited) operations and cleaning the equipment after shot blasting shall use suitable gauntlets, overalls, dust mask, dust proof goggles, safety shoes and protective hood supplied with fresh air.
- All persons working with 3M lifeline and hook at height above ground or floor and exposed to risk of falling down shall use safety belts (Full Body Safety Harness with double life line and scaffolding hooks, ISI marked) which should be properly secured to solid object unless otherwise protected by cages, guard railings, etc. In places where the use of full body safety harness is impractical, suitable safety net of adequate strength fastened to substantial supports shall be employed under proper valid permit.
- When workers are employed in sewers and inside manholes, which are in use, the contractor shall ensure that the manholes are opened and are adequately ventilated at least for an hour. The atmosphere inside the space shall be checked for the presence of any toxic gas or oxygen deficiency and recorded in the confined space entry permit, availability of standby person at manhole must be ensured before the personnel are allowed to get into the man-holes. The manholes opened shall be cordoned off with suitable railing and provided with warning signals or caution boards or barricade tape to prevent accidents. There shall be proper illumination in the night.

11.PAINTING :

- Respirators shall be provided by the contractor for use when paint is applied, safety of personnel in vicinity also should be considered while painting.
- Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the painters for decontamination at the cessation of work.
- All solvent-based paints, thinners shall be stored in separate well ventilated storage kept under proper surveillance.
- Smoking, open flames or sources of ignition / hot work shall not be allowed in places where paints and other flammable substances are stored, mixed or used. A caution board, with the instructions written in

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

national / regional language, “SMOKING / HOT WORK – STRICTLY PROHIBITED” shall be displayed in the vicinity where painting is in progress or where paints are stored. Symbols shall also be used for caution boards.

- Suitable IS marked First Aid Fire Fighting equipments shall be kept available at a place where flammable paints are stored, handled or used.
- When painting work is done in a closed room or in a confined space, adequate ventilation shall be provided. Workers shall wear suitable supplied air type breathing apparatus. Work shall be carried out under a valid work permit.
- Epoxy resins and their formations used for painting shall not be allowed to come in contact with the skin. The workers shall use PVC gloves and / suitable barrier creams.
- Adequate ventilation shall be provided especially when working with hot resin mixes.
- Increased personal hygiene shall be practiced to control inadvertent contact with the resin and eliminate its effects.
- Workers shall thoroughly wash hands and feet before leaving the work. Work clothes shall be changed and laundered frequently.
- Care must be taken while carrying out painting inside confined space. There shall be safety devices to monitor the personnel working inside confined space like vessels during painting of internal surface. Suitable painting methods shall be adopted as specified elsewhere. It should not be clubbed with hot work and proper ventilation should be available to draw out the solvent vapours. Manual painting is to be adopted instead of spray painting.

12.LIFTING MACHINES TOOLS AND TACKLES :

- Supplier’s / Manufacturer’s manual for operations / safety / periodical maintenance of all Cranes, winches, JCBs, Poclains, Excavators, Trucks, tractors, Vehicles, etc. MUST be made available at site from the moment it is brought at site and the same should be strictly adhere to.
- Lifting machines, tools and tackles shall be of good mechanical construction, sound material, adequate strength, free from any defects and shall be kept in good working condition.
- Lifting machines, tools, tackles, equipments etc. to have identification tags of steel plate of size 2”x 2” tied to it using steel wire of 4 mm size. The details like reference number, Safe Working Load (SWL), date of testing, next due date of testing, etc. to be punched on this plate.
- Contractor must produce Competent Authority’s (Authorised by The Directorate of Factories, Karnataka state) Certificate of testing in the prescribed form of Lifting Machines, Chains, ropes and lifting tackles well in advance. Only valid Lifting Machines, tools etc. to be used and to be re-certified before expiry of certificate. Also, these equipments will be inspected by Engineer In-Charge of MRPL as and when

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

required. The same procedure is applicable for all other Electrical Equipments, tools, machines, D.G sets, compressors, etc.

Lifting equipments for testing by competent authority to include JCB, Poclain, Excavators, etc.

The ringer crane to be tested and certified every time by Competent Person it is dismantled and reassembled. This certification must also include stability of soil on which it is assembled.

Use of Hydra is not permitted inside refinery/construction premises. Hydraulically jacked lifting machines to be used.

- Lifting machines, tools, tackles, equipments etc. to be inspected in addition to the Competent Authority's certification. This should be done fortnightly by experienced trained mechanical foreman and technicians and record of such inspection to be maintained.
- Every rope and sling used in hoisting or lowering of materials or as a means of suspension shall be of good quality and adequate strength and free from any defect.
- Every crane operator or lifting appliance operator shall have a driving License for Heavy Vehicle, proper physical fitness such as eye sight etc. and with adequate experience. No persons under the age of 21 years shall be in charge of any hoisting machine or give signal to operator of such machine.
- In case of every lifting machine (and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or as means of suspensions) the safe working load shall be ascertained and clearly marked. In case of a lifting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load.
- The contractor shall notify the safe working load of the machine to the Engineer-In- Charge whenever he brings any machinery to site for work and get it verified by the Engineer-In-Charge, supported by a valid test certificate by the competent person.
- Motors, gearing transmission, couplings, belts, chain drives and other moving parts of hoisting appliances shall be provided with adequate safeguards. Hoisting appliances shall be provided with such means as to reduce to the minimum risk of any part on a suspended load becoming accidentally displaced or lowered.
- The contractor must have a team of Experienced Mechanical Personnel (having minimum of 5 yrs. experience in carrying out safety inspection and testing of Lifting machines, Tools and Tackles etc.), to conduct periodical (Daily, fortnightly, monthly and quarterly) inspection and testing of Lifting machines, Tools and Tackles and to maintain its records.
- Crane shall not be used as hoist. In case cranes are used as hoist then factory Inspector's permission to be taken in advance and to be subject to biannual testing by competent person as required for hoist under

Tender No 3300004522 Hiring of internal Audit Services for MRPL 2017-18

Factories Act 1948. Also, the design of cage to be got approved by the competent person well in advance. Two ropes or chains to be provided to the cage, separately connected with the cage, suspended independently and capable of carrying the whole weight of the cage.

- Contractor to maintain operation, inspection and maintenance logs for every lifting equipment, tool and tackle.

13. TEMPORARY SHEDS :

- Before erecting temporary shelters like sheds or tents anywhere at site, written permission of the concerned Engineer In-charge must be obtained.
- Temporary sheds for site office should be avoided. Instead contractor shall arrange for portal cabins for site office / stores.
- Temporary shed should not be erected using scaffolding pipes. The shed should be made of safe construction material.
- The temporary shed should be erected after proper designing following engineering design practices in conformance with normal safety standards to ensure the stability and safety.
- Temporary shed should bear the contractor's name.
- Temporary piping, hose connections and electrical wiring to these temporary sheds must be laid in such manner that they do not cause tripping, hitting or electrocution hazards.

14. ERECTION :

- At the planning stage consideration should be given, by those responsible for the design, to the safety of the workers who will subsequently be employed in the erection of such structures. A detailed erection scheme / schedule shall be furnished well in advance for all the critical erections.
- Care should be exercised by design engineers and other professional persons, not to include anything in the design which would necessitate the use of unwarrantably dangerous structural procedures and undue hazards, which could be avoided by design modifications.
- Facilities should be included in the design for such work to be performed with the minimum risk.
- Detailed Safety Procedure should be submitted as a part of Heavy Equipment erection scheme. Heavy Equipment erection scheme must be submitted at least one month in advance.
- Erection engineer to conduct training on rigging before every heavy lift / erection for crane operator, foreman and riggers.
- Erection of structural platforms, gratings and hand rails to be done on priority. The procurement of gratings, structural members for hand rails to be done on priority.
- Prefabricated parts should be so designed and made that they can be safely transported and erected.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- As far as practicable the safety of prefabricated parts while erection should be ensured by appropriate means, such as provision and use of :

- a) Ladders;
- b) Gangways;
- c) Fixed platforms;
- d) Platforms, Buckets, boatswain's chairs, etc. suspended from lifting appliances;
- e) Safety belts and lifelines; and
- f) Safety nets or catch platforms.

- Ladders to be inspected fortnightly by experienced trained mechanical foreman and mechanical technicians and record of such inspection to be maintained.

- The boatswain's chairs/ platforms used in structural erection to be inspected and checked once in fortnight and record maintained.

- In addition to the conditions of stability of the part when erected, when necessary to prevent danger the design should explicitly take into account:

- a) the conditions and methods of attachment in the operations of stripping, transport, storing and temporary support during erection; and
- b) Methods for the provision of safeguards such as railings and working platforms, and, when necessary, for mounting them easily or prefabricated parts.

- The hooks and other devices incorporated in prefabricated parts that are required for lifting and transporting them should be so shaped, dimensioned and positioned as:

- a) to withstand with a sufficient margin the stresses to which they are subjected; and
- b) not set up in the part stresses that could cause failures, or stresses in the building not provided for in the plans.

- Prefabricated parts made of concrete should not be stripped before the concrete has set and hardened sufficiently to ensure the safety of the operation.

- Store places should be so constructed that:

- a) There is no risk of prefabricated parts falling or overturning; and
- b) Storage conditions generally ensure stability having regard to the method of storage and atmospheric conditions.

- Prefabricated parts made of concrete should not be erected before the concrete has set and hardened to the extent provided for in the plans.

- While they are being stored, transported, raised or set down, prefabricated parts should not be subjected to stresses prejudicial to their stability.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- Trailers only to be used for transportation of pipes. Crane to be used for erection at site.
- Every lifting appliance should :
 - a) be suitable for the operation; and
 - b) be approved by a competent person, or tested under a roof load 20 percent heavier than the heaviest prefabricated part.
 - c) Ringer mode of a heavy crane **MUST** be inspected, checked and certified by competent person every time it is dismantled and erected. The report must bear the stability of the soil on which it is erected.
- Lifting hooks should have the maximum permissible load marked on them.
- Tongs, clamps and other appliances for lifting prefabricated parts should :
 - a) be of such shape and dimensions as to ensure a secure grip without damaging the part ; and
 - b) be marked with the maximum permissible load in the most unfavorable lifting conditions.
- Prefabricated parts should be lifted by methods or appliances that prevent them from spinning accidentally.
- The temporary basket cages / Platforms / Buckets / boatswain's chairs, etc. used for lifting / working at height suspended from lifting appliances or suspended from structures or beams **MUST** be certified by competent person and provisions or conditions as stipulated during certification to be adhere to.
- While prefabricated parts are being lifted measures should be taken to prevent workers from being struck by objects falling from a height and area around such site should be barricaded with cautionary signs.
- When necessary to prevent danger, before they are raised from the ground, prefabricated parts should be provided with safety devices such as railings and working platforms to prevent falls of persons.
- If workers are exposed to danger when releasing prefabricated parts from lifting appliances, adequate safety measures should be taken.
- At workplaces adequate instructions should be given to the workers on the methods, arrangements and means required for the construction, storage, transport, lifting and erection of prefabricated parts.
- When it is not practicable to install protective guardrails and toe boards the workers should be provided with and use safety belts and lifelines to limit the height of the fall.
- Overhead screens to be provided to prevent workers from being struck by falling objects.
- The safety devices (guard-rails, toe-boards, safety belts and lifelines) should not be removed so long as the risk remains.
- Precautions should be taken to prevent fires being caused by rivet-heating equipment.
- Rivet heaters should extinguish their fires before leaving work.
- Extra care should be taken to prevent fall of objects, tools, etc. from height.

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

- Before structural steel parts are lifted, care should be taken that any object that could fall is fastened or removed.
- Structural steel parts should not be dragged while being lifted if that could cause danger.
- Steel trusses that are being erected should be adequately shored, braced or guyed until they are permanently secured in position.
- While structural members are being moved into place the load should not be released from the hoisting rope until the members are securely fastened in place.
- Structural members should not be forced into place by the hoisting machine while any worker is in such a position that he could be injured by the operation.
- No load should be placed on open-web steel joists until they have been placed in position and secured.
- Erection of pipes to be done using web belts only. Web belts must be inspected and checked fortnightly internally by the contractor and records maintained. Damaged ones to be cut to pieces and record to be maintained.
- Nipples and other accessories used for hydrotest and subject to high pressures to be inspected, checked and tested by experienced trained mechanical foreman and mechanical technicians and records maintained. Damaged parts to be replaced immediately with the new ones.
- Discarding criteria of web belts to be procured from the supplier / manufacturer by the contractor and submitted to MRPL Engineer Incharge.

15.WORK ON TALL CHIMNEYS :

SCAFFOLDS :

- All workmen should be certified medically fit by medical practitioner before working at height. Mock up drills MUST be conducted by the contractor for all these workmen and issue Working at Height passes to only those who has experience of working at height, is declared medically fit and shows confidence during mock up drills.
- For the erection and repair / painting of tall chimneys and vertical structures scaffolding should be provided. Scaffolds after erection should be certified by competent mechanical engineer for its strength before use and be displayed with a tag “Certified for use”.
- Scaffolds should confirm to relevant Indian Standards. Contractor MUST have a team of trained scaffolders including trained Scaffolding engineer.
- Fixed inside scaffolding should be securely anchored in the chimney wall.
- The scaffold floor should always be at least 65 cm (26 in) below the top of the chimney.
- Under the working floor of the scaffolding the next lower floor should be left in position as a catch platform.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- Suspended outside platform (inspection scaffolds) should be provided as per the relevant standards as stated above.
- Use of Catch platforms, stairs, ladders and Iron rung, lifting tools, tackles and work with hot asphalt, tar should be carried out as per the procedures outlined in relevant ILO manual.
- Full Body Safety Harness (Safety Belt) with lifelines (of various sizes 2', 5' and 9' double lanyards) and safety nets being used should conform to relevant standards and are to be inspected, tested, periodically and records be maintained. Damaged safety belts and nets should be discarded, taken out of service and disposed off.
- Safety belts must be used while working at height. The life lines (lanyard) MUST be tied to firm support. In case of absence of firm support provision of wire rope of adequate size tied with lifting tackles to be made to tie the safety belt life line (lanyard).
- All Safety belts to be inspected once in a month and damaged ones to be discarded. Suppliers / Manufacturers Discarding criteria of safety belts to be submitted to MRPL. The record of inspection and the results to be maintained. And a copy to be submitted to Engineer Incharge.
- The scaffolds to be inspected and certified by the competent mechanical Engineer before use and subsequently, at least once in a week.

16.Safety of Electrical works:

Before starting work in live electrical panels, proper electrical isolation shall be ensured. The same to be inspected by the electrical in charge and necessary isolation tag shall be attached. Proper electrical isolation permit system along with LOTO (Locking Out / Tagging Out) system shall be maintained by the contractor. Triplicate copy of such permits shall be submitted to MRPL.

17.CATCH NETS :

- Where workers cannot be protected against falls from heights by other means they should be protected by catch nets.
- Catch nets should be made of good quality fiber cordage, wire or woven fabric or material of equivalent strength and durability.
- The perimeter of catch nets should be reinforced with cloth-covered wire rope, manila rope or equivalent material.
- Catch nets should be provided with adequate means of attachment to anchorage.
- Catch nets to be inspected fortnightly, tested and records maintained. Damaged safety nets should be discarded and record maintained.

18.PROTECTION AGAINST MOVING VEHICLES :

Workers who are regularly exposed to danger from moving vehicles should wear;

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- a) distinguishing clothing, preferably bright yellow or orange in colour; or
- b) devices of reflecting or otherwise conspicuously visible material.

Light Vehicle shall have reverse horn and Heavy Vehicles shall have trained helpers with whistle and red and green flags for directing the driver.

19.HANDLING MATERIALS :

- Mechanical means should be provided and used for lifting and carrying loads.
- Personnel should have knowledge of safe ways of material handling.

20.STACKING AND PILING :

- Materials and objects should be so stacked and unstacked that no person can be injured by materials or objects falling, rolling, overturning, falling apart or breaking.
- Area earmarked for stacking and piling should be barricaded and only authorised personnel be allowed to carry out stacking and piling jobs.
- Proper stacking and piling should be done as per the guidelines of ILO.

21.WELDING AND GAS CUTTING:

- Welding and gas cutting operations shall be done only by qualified and authorised persons and as per IS specification and code of practice.
- All the hoses used on compressed gas cylinders (Acetylene, Oxygen etc.) to be as per IS.
- Welding and gas cutting shall not be carried out in places where flammable or combustible materials are kept and where there is danger of explosion due to presence of flammable / gaseous mixtures. Contractor shall continuously monitor the area with Explosimeter / H₂S meters.
- Welding and gas cutting equipment's including hoses and cables shall be maintained in good condition. It should be checked daily by the user and fortnightly by the supervisor and recorded.
- Barriers shall be erected to protect other persons from harmful rays from the work. When welding or gas cutting is done in elevated positions / on trenches / inside refinery units, precautions shall be taken to prevent sparks or hot metals falling on persons or flammable materials (Welding booths shall be constructed).
- Use of proper PPEs by personnel involved in Gas cutting / Electric Arc welding should be ensured. Use of Welders Helmet with face shield by the welders is a MUST.
- Fire extinguisher shall be available near the location of welding operations. Valid permit shall be obtained before flame cutting / welding is taken up & comply with all the permit requirements.
- Contact of personnel with the electrode or other live parts of electric welding equipment shall be avoided.
- Extreme caution shall be exercised to prevent accidental contact of electrodes with ground.

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

- The welding cables shall not be allowed to get entangled with power cables. It shall be ensured that movement of materials does not damage the cables.
- Oxy-Acetylene cylinders must be mounted on trolley with chain holding the compressed gas cylinders. The compressed gas cylinders must have pressure gauges fitted over it and Oxy-Acetylene Gas cutting set should be fitted with flash back arrestor at both the torch and cylinder ends.
- Under no circumstance the compressed gas cylinder should be taken inside the confined space or excavated pits. Hydraulic test certificates of all compressed gas cylinders should be maintained and furnished as and when required.

22.GRINDING :

- All portable grinders shall be used only with their wheel guards in position to reduce the danger from flying fragments should the wheel break during the use.
- Grinding wheels of specified diameter only shall be used on a grinder – portable or pedestal- in order not to exceed the prescribed peripheral speed.
- Helmet with face shield shall be used during grinding operation.

23.HOUSE KEEPING :

The contractor shall at times keep his work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment.

- Welding and other electrical cables shall be routed as to allow safe traffic by all concerned.
- No materials on any of the sites of works shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Engineer-In-Charge may require the contractor to remove any materials which, are considered to be of danger or cause inconvenience to the public.
- At the completion of the work, the contractor shall have removed from the work premises all scaffoldings, surplus materials, rubbish and all sheds and sanitary arrangements used / installed for his workmen on the site.
- House keeping of the workplace shall be done strictly by the Contractor on daily basis or as required by the Engineer-in-charge. Contractor to collect all debris/ scrap and dump at designated Scrap Yard as defined by MRPL authorities.
- A separate house keeping team to be formed and made available round the clock.

24.FIRE SAFETY :

- Adequate number of duly calibrated Explosimeters, Oxygen meters, Hydrogen Sulphide detectors (Portable / Fixed) or any other multiple gas detector should be made available at site by the contractor.
- Combustible materials like timber, bamboos, paints etc. shall not be used at MRPL site for scaffolding or for supports.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

Containers of paints, thinners and allied materials shall be stored in a separate room, which shall be well ventilated, and free from excessive heat, sparks, flame or direct rays of the sun. The containers of paint shall be covered or properly fitted with lid shall not be kept open except while using.

- Fire extinguishers as approved by Engineer-In-Charge shall be located at the work site at appropriate places.
- Adequate number of contract workmen shall be given education and training in fire fighting and extinguishing methods.

25.WORK PERMIT SYSTEM :

- MRPL's Work Permit system (As per MRPL Safety Manual) to be strictly followed.
- All jobs within refinery should be executed with a safety work permit only. These will be issued by the concerned operating personnel of MRPL (Refinery Shift Manager or any authorised person). However, he can withdraw the permit when the stipulated conditions are not complied with at the work spot.
- Area is safe for performing the Work. Job is continuously supervised by qualified supervisor.

Responsibility of Performing Authority :

To obtain an approved Work Permit duly filled and signed by authorities as per the MRPL's Work Permit System before starting the work in the area.

- To visit job sites and ensure that it is prepared accordingly.
- The person performing the job shall be in possession of the permit till the completion of the job. The permit should be produced for inspection at any time. The Work Permit shall be displayed at job site in the plastic folder.
- To understand the scope of the work and implications involved.
- To restrict the work to the area / equipment specified in the work permit.
- To comply with the instructions given on the Work Permit.
- To follow Plant Safety Rules and Procedures.
- To be alert at all times for the development of unexpected situations.

To stop the work immediately on detecting any unsafe condition and promptly inform the Issuing Authority. Follow MRPL's Onsite Disaster Management Plan (DMP).

- To return the Permit duly signed after completion of the job to the Issuing Authority. Contractor must adhere to work permit system and other safety regulations.

26.WORK IN AND AROUND WATER BODIES :

When the work is done near any place, where there is a risk of drowning, all necessary rescue equipment such as life buoys and life jackets shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision shall be made for prompt first-aid

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

treatment of all injuries likely to be sustained during the course of the work. Persons who do not know swimming shall not be engaged alone for any work where risk of drowning exists. Sufficient number of life buoys or life jackets shall be provided.

27.PUBLIC PROTECTION :

The contractor shall make all necessary provisions to protect the public. He shall be bound to bear the expenses for defense of every action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of any precaution required to be taken to protect the public. He shall pay the damage and cost which may be awarded in any such suit, action or proceedings to any such person, or the amount which may be fixed as a compromise by any such person.

28.OTHER STATUTORY PROVISIONS :

Notwithstanding the above clauses there is nothing in these to exempt the contractor from the provisions of any other Act or Rules or Indian Standards or OISD standards or OISD guidelines in force in the Republic of India. In particular all operations involving the transport, handling, storage and use of explosives shall be as per the standing instructions and conform with Indian Explosives Act, 1884 and the explosives Rules, 1983. The Factories Act 1948 and The Karnataka Factories Rules, 1969, Handling, transport, storage and use of Compressed gas cylinders and Pressure vessels shall conform with the Gas Cylinders rules 1981 and Static and Mobile pressure Vessels (Unfired) Rules 1981. In addition, The Building and other construction workers (Regulation of Employment and conditions of service) Act 1996, The Indian Electricity Act, 1910 and Indian Electricity Rules 1956, The Atomic Energy Act 1962, The Radiation Protection Rules 1971, Radiation Protection Manual of Nuclear Facilities and the Atomic Energy (Factories) Rules 1988 and various rules and Act relevant to the activities being performed shall also be strictly complied with.

- No Child labour should be brought in for work.
- MRPL holds the right to issue warnings / Heavy penalties (monetary fine) / suspend work at any time or terminate the contract for a loss / damage and a pattern of frequent failure to adhere to Safety Laws, regulations and Onsite Safety procedures. In general a heavy monetary fine will be deducted straight from the contractor's bill for each violation of Safety Rules / Unsafe Act / Unsafe Condition observed, for each First-Aid injury, for each Lost Time injury / Near Miss Accident and for each fatality.

29.GUIDELINES AND GENERAL PROCEDURES FOR SUPPLY AND USE OF ELECTRICITY AT SITE :

Following safety requirements shall be complied with before the contractor uses the power supply.

- The contractor shall submit a list of licensed electrical staff to be posted at site.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- It shall be the responsibility of the contractor to provide and maintain complete installation on the load side of the supply point with regard to the safety requirements at site. All cabling and installation shall comply with the appropriate statutory requirements given below and shall be subject to approval of the Departmental Engineer-In-Charge / Electrical Engineer.

- (a) Indian Electricity Act, 1910
- (b) Indian Electricity Rules, 1956
- (c) National Electric code, 1985
- (d) Other relevant rules of Local bodies and Electricity Boards.

- Where distribution boards are located at different places the contractor shall submit schematic drawing indicating all details like size of wires, overhead of cable feeders, earthing etc. The position and location of all equipment and switches be given.

- The contractor shall make his own arrangements for main earth electrode and tapings thereof. The existing earth points available at site can be used at the discretion of the Departmental Electrical Engineer with prior permission. Method of earthing, installation and earth testing results shall conform to relevant I.S. Specifications.

- Overhead High Tension (HT) cable routes to be marked and physically barricaded to prevent crane coming in contact with it.

- All three-phase equipment shall be provided with double earthing. All light fixtures and portable equipment shall be effectively earthed to main earthing.

- All earth terminals shall be visible. No gas pipes and water pipes shall be used for earth connection. Neutral conductor shall not be treated as earth wire.

- Every electrically operated machine or equipment to be independently earthed.

- Earth pits to be provided near DG sets, electrically operated machines, equipments etc.

DG sets used in Refinery shall be installed inside acoustic enclosure to minimise noise pollution.

Exhaust of DG sets shall be routed to safe height.

- Continuity and resistance of all earth connections to be inspected and checked and tested fortnightly and records to be maintained.

- The contractor shall not connect any additional load without prior permission of Departmental Electrical Engineer.

- Joints in earthing conductors shall be avoided. Loop earthing of equipment shall not be allowed. However, tapings from an earth bus may be done.

- The entire installation shall be subjected to the following tests before energisation of installation including portable equipment :

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- a) Insulation resistance test
- b) Polarity test of switches
- c) Earth continuity test
- d) Earth electrode resistance

- The test procedures and their results shall conform to relevant IS specifications. The contractor shall submit a test report for his complete installation every 2 months or after rectifying any faulty section in the specimen test report. One such test report for the complete installation shall be submitted before onset of monsoon.

- Only persons having valid wireman's license shall be employed for carrying out electrical work and repair of electrical equipment installation and maintenance at site. The job shall be supervised by a qualified licensed supervisor.

- Electricians to be provided with red helmet for easy identification.

- Electrical equipment and installations shall be installed and maintained as to prevent danger from contact with live conductors and to prevent fires originating from electrical causes like short circuits, overheating etc. Installation shall not cause any hindrance to movement of men and materials.

- Materials for all electrical equipment shall be selected with regard to working voltage, load and working environment. Such equipment shall conform to the relevant Indian Standards.

- The minimum clearance to be maintained for all overhead lines along roads and across roads shall be as per the statutory requirements.

- Grounding conductor of wiring system shall be of copper or other corrosion-resistant material. An extra grounding connection shall be made in appliances / equipment where chances of electric shock is high.

- Electric fuses and / or circuit breakers installed in equipment circuits for short circuit protection shall be of proper rating. It is also recommended that high rupturing capacity (HRC) fuses are used in all circuits. The Earth Leakage Circuit Breaker (ELCB) of 30mA max capacity shall be provided in the circuits. (ELCB) of 30mA max shall be provided on each Extension board.

- Wherever cables or wires are laid on poles, a guard wire of adequate size shall be run along the cables / wire and earthed effectively. Metallic poles as a general rule, shall be avoided and if used shall be earthed individually. Anticlimbing guards and danger notices shall be provided on poles. Each equipment shall have individual isolating switches.

- Wires and cables shall be properly supported and an approved method of fixing shall be adopted. Loose hanging of wires and cables shall be avoided. Lighting and power circuits shall be kept distinct and separate.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- Reinforcement rods or any metallic part of structure shall not be used for supporting wires and cables, fixtures, equipment, earthing etc.
- All cables and wires shall be adequately protected mechanically against damages. In case the cable is required to be laid underground, it shall be adequately protected by covering the same with bricks, Plain Cement Concrete (PCC) tile or any other approved means and provided with cable markers.
- All armored cables shall be properly terminated by using, suitable cable glands. Multistranded conductor cables shall be connected by using cable lugs/sockets. Cable lugs shall preferably be crimped. They shall be of proper size and shall correspond to the current rating and size of the cable. Twisted connections will not be allowed.
- All cable glands, armoring and sheathing of electric cables, metal circuits and their fittings, metallic fittings and other non-current carrying parts of electrical equipment and apparatus shall be effectively grounded.
- All the Distribution Boards, switches, fuse units, bus bar chambers, ducts, cubicles etc. shall have MS enclosures and shall be dust, vermin and water proof. The Distribution Boards, switches etc. shall be so fixed that they shall be easily accessible, change shall be done only after the approval of the Departmental Electrical Engineer. Distribution Boards used inside the process units shall be of Flame Proof type (Intrinsically safe type).
- Each Distribution Board shall have ELCB of 30mA max capacity.
- The contractor shall provide proper enclosures / covers of approved size and shape for protection of all the switchboards, equipment etc. against rain. Exposed live parts of all electrical circuits and equipment shall be enclosed permanently. Crane trolley wires and other conductors which cannot be completely insulated shall be placed such that they are inaccessible under normal working conditions.
- Iron soclad industrial type plug outlets are preferred for additional safety.
- Open type Distribution Boards shall be placed only in dry and ventilated rooms; they shall not be placed in the process units, vicinity of storage batteries or otherwise exposed to chemical fumes.
- Isolating switches shall be provided close to equipment for easy disconnection of electrical equipment or conductors from the source of supply when repair or maintenance work has to be done on them.
- In front of distribution boards a clear space of 90cm shall be maintained in order to have easy access during emergency.
- Adequate working space shall be provided around electrical equipment, which require adjustment or examination during operation.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- As far as possible electrical switches shall be excluded from a place where there is danger of explosion. All electrical equipment such as motors, switches and lighting fittings installed in workroom where there is possibility of explosion hazard shall be explosion proof.
- All connections to lighting fixtures, starters or other power supplies shall be provided with PVC insulated, PVC sheathed twin/three/four core wires to have better mechanical protection for preventing possible damage to equipment or injury to personnel. Taped joints shall not be allowed. Electric starter of motors, switches shall not be mounted on wooden boards. Only sheet mounting or iron framework shall be used.
- All the lighting fixtures and lamp holders shall be of good quality and in good condition. Badly repaired or broken holders, etc. shall not be used.
- Only PVC insulated and PVC sheathed wires or armoured PVC insulated and sheathed cables shall be used for external power supply connections of temporary nature. Weatherproof rubber wires shall not be used for any temporary power supply connections.
- Taped joints in the wires shall not be used. In case joints are required on electrical cables then only heat shrinkable PVC sleeves will be allowed.
- The bulbs/lamps used for illumination and testing purpose shall have cover or guard to protect them from accidental breakages. Only 24V supply system shall be used for hand lamps etc. while working inside metallic tanks or conducting vessels(Confined spaces).
- After installation of new electric system and or other extensive extensions to existing installations, thorough inspection shall be made by Contractor's Electrical Engineer before the new system or new extension is put in use.
- All persons who work with electrical installation/equipment shall be aware of the electrical hazards, use of protective devices and safe operational procedures. They shall be given training in fire fighting, first aid and artificial resuscitation techniques, location of isolation switches, etc.
- The supervisor shall instruct the workers in the proper procedure, specify and enforce the use of necessary protective equipment such as adequately insulated pliers, screw drivers, fuse pullers, testing lamps and similar hand tools. Only wooden ladders shall be used to reach the heights in electrical work.
- No material or earthwork shall be allowed to be dumped below or in the vicinity of the bare overhead line conductors.
- Separate work permits shall be issued for individual group leaders working on the same system which shall be returned after the completion of the work to the Engineer-In-Charge.
- Before any maintenance work is commenced on electrical installations/equipment, the circuits shall be de-energised and ascertained to be dead by positive test with an approved voltage testing device. Switches

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

shall be tagged or the fuse holders withdrawn before starting the work. Adequate precautions shall be taken in two important aspects viz. LOTO system to be followed.

- That there shall be no danger from any adjacent live parts and
- That there shall be no chances of re-energisation of the equipments on which the persons are working. (Tag out and lock out LOTO system to be strictly followed).
- While working on or near a circuit, whenever possible the use of one hand may be practiced even though the circuit is supposed to be dead. The other hand may preferably be kept in pocket.
- When it is necessary to touch electrical equipment (for example when checking for overload of motors) back of the hand may be used. Thus, if accidental shock were to cause muscular contractions, one would not “freeze” to the conductor.
- Operation of electrical equipment shall be avoided when standing on wet floor or when hands are wet. Rubber mats should be placed in front of Panels / Distribution Boards as per Indian Standrads.
- Before blown fuses are replaced, the circuit shall be locked out and an investigation shall be made for the cause of the short circuit or overload.
- When two persons are working within reach of each other, they shall never work on different phases of the supply.
- When structural repairs, modification or painting work are to be undertaken, appropriate measures shall be taken for the protection of persons whose work may bring them into the proximity of live equipment / circuit.
- It shall be ensured that the insulation and wire size of extension cords is adequate for the voltage and current to be carried.
- While tapping electricity from the socket, plug top must be used. It shall be ensured that no extension boards are over loaded while tapping. Only standard three pin plugs (Naked Wire is prohibited) shall be used for tapping electricity. Broken sockets/plugs shall be replaced immediately with good ones. Only joint free cables shall be used for connecting equipment/Use of apparatus.
- Floors shall be kept free from trailing electrical cables to avoid tripping hazard.
- Power supply to all the machines and lighting fixture shall be switched off when not in use.
- Temporary electrical connections shall be removed as soon as the stipulated work is over. After completion of the works, the contractor shall dismantle the distribution boards and the other facilities he may have erected.
- Unauthorised tapping of power by others from distribution boards under the control of the contractor shall be prohibited at all circumstances.
- No flammable materials shall be stored in any working area near the switchboards.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- Safety work permits shall be used for switching off the main feeder and equipment by the contractor.
- “MEN ON LINE” “DO NOT SWITCH ON” “DANGER” or “CAUTION” boards as applicable shall be used during maintenance works on the electrical equipment.

30. PORTABLE ELECTRICAL EQUIPMENT :

- Portable electrical tools must be examined, maintained and tested daily, fortnightly and quarterly so that the equipment and its leads are in good order. Register shall be maintained for inspection recording the testing dates and results of the equipments. Inspection checklists to be formed to that effect. The recertification of lifting tools, tackles, equipments etc. must be carried out well before the expiry of its validity period.

- All portable appliances shall be provided with three core cable and three pin plugs. The third pin of the plug shall invariably be earthed. It shall be ensured that the metal part of the equipment shall be effectively earthed.

- All connections to portable equipment or machines from the panel/distribution board/extension board shall be taken using 3 core double insulated PVC flexible copper wire in one length. No joints shall be allowed in this flexible wire. In case length of wire is not sufficient for a particular location then the supply can be tapped by providing another extension board comprising of switch, socket and ELCB of 30mA max..

- Flexible cables for portable lamps, tools and apparatus shall be regularly examined, tested periodically and maintained to ensure safety.

- For excavations, one time clearance from electrical is required for a particular area.

- Contractor shall get their welding machine / Stress Relieving (SR) electrical equipment / all portable machine certified by MRPL / MRPL authorised contractor and seal will be fixed on machine to that effect. Certificate from third party mentioning the checks carried out, repairs carried out and safe to use to be submitted to Engineer Incharge.

Revalidation to be done once in 4 months. In case contractor does not comply, it will be done by MRPL and four times the cost of repair will be back charged to contractor.

- In case of welding, separate return cable from job piece to welding machine to be connected. Wires not to be used. PVC insulated cables only to be used.

- All lighting circuits/temporary connections for portable machine should have ELCB's of 30mA capacity max.

- All ELCBs to be tested once in 15 days using ELCB testers (and not by the lamp with open wires) and record maintained. Also separate register for ELCB trips (TRIP REGISTER) shall be maintained. It shall be daily signed by the site Incharge of the contractor.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

- Earthing of Neutral, which will act as return path, is not allowed.
- Electricians should have wireman license.
- During monsoons, monsoon protection for electrical equipment to be done.
- All feeders in contractor distribution panel to be clearly lettered with load details for isolation incase of emergency.
- Insulated tools like screwdriver, cutting plier, tester to be used.
- Each contractor should have one set of multimeter, ELCB tester and tong tester.
- First aid kit to be available.
- The contractor must have a team of Experienced Electricians (having minimum of 10 yrs. experience in carrying out safety inspection and testing of Electrical Equipments, tools, portable electrical machines and appliances etc.) to conduct periodical (Daily, fortnightly, monthly and quarterly) inspection and testing of Electrical Equipments, tools and portable electrical machines, tools and appliances and to maintain its records.
- All power cable ends should have industrial plug on one side and other end directly into the machine. (No naked end pinning into will be permitted).
- For any job within MCC / SRR a work permit will be issued by MRPL operation. Job should not be started without these permits.

31.ROLE OF CONTRACTOR INCASE OF EMERGENCY AND SIREN :

- Contractor shall instruct his workers to follow instructions strictly in case of fire siren / emergency or if advised or felt necessary by Engg. In-charge. If evacuation is ordered they must leave the work site and proceed towards the nearest designated assembly point. The contractor and its employees MUST follow specific instructions (Roles and Responsibilities incase of fire / onsite emergency) that will be given during training from time to time. All contractor employees MUST undergo such training, before their deployment at the work site. Contractor shall arrange & conduct such trainings for his employees and also employees of sub-contractors.
- Contractor shall instruct his workers to stop all jobs immediately incase release of liquid/gas/toxic/hazardous chemicals etc, and inform the concerned MRPL personnel available at site.

32.TRAINING :

- The contractor to conduct Induction training of all employees and record maintained.
- The contractor will have to depute all his employees (including Engineers, supervisors and workmen), before they commence work for the first time at MRPL site and subsequently once in a year, to undergo Safety training. They will get photo gate passes only after the completion of the training. Contractors

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

MUST have and get conversant with Material Safety Data Sheets of all the Chemicals in MRPL. It is a MUST for them to carry the photo passes with them and produce it when demanded at site.

- Tool box talks to be conducted every day before starting of each shift and before commencing of work after lunch break by the concerned Engineer.

33.LIST OF PERSONAL PROTECTIVE EQUIPMENTS

The contractor must possess the following minimum safety Items cum Personal Protective Equipments. All Personal Protective Equipments used at site to be of approved make.

34.MANDATORY FOR THE CONTRACTOR EMPLOYEES WHILE WORKING INSIDE REFINERY :

* Deployment of adequate nos. of safety officers as per table above and making available the mandatory items as per the minimum list below is a MUST as a part of mobilization activity.

1. Safety Helmet.
2. Safety shoes (Conforming to IS standards with ankle protection, steel toe and anti-skid / acid, alkali and water proof soles).
3. Hand gloves (Leather impregnated cotton hand gloves).
4. Spectacle type goggles with toughened glass lenses, plain face shields with and without chin guards.

The contractor must use the "ISI" marked Personal Protective Equipments specific to the job .

It is mandatory to have minimum backup stock of all the PPEs in addition to what is already in use at site.

35.SPECIFICATIONS FOR SAFETY HELMETS-HDPE.

- 1) Helmet Safety Industrial HDPE white colour.
- 2) Contractor's Logo at front side.
- 3) Conforming to IS 2925, ISI marked & DGMS approved.
- 4) Nape strap type adj. type 6 point adj. head band & sweat band with 3/4"Cotton Chin strap.

* Green helmets for Safety Personnel and Red helmets for electricians to be provided and used by them.

36.SPECIFICATION FOR 9(FULL BODY SAFETY HARNESS) SAFETY BELT

Full Body Safety Harness (Safety belts) must be double lanyard type with scaffolding hook having self closing latch (spring type).

Different type of hooks to be available based on the nature of job / type of support. Safety belts should be ISI marked and should conform to IS 3521 and DGMS approved and stamped.

Tender No 3300004522 **Hiring of internal Audit Services for MRPL 2017-18**

Safety belts, safety straps, lifelines, permanent anchors and connections should both separately and when assembled :

- a) be capable of supporting safely a suspended load of at least 450 kg (1,000 lb) ; and
- b) have a breaking strength of at least 1,150 kg (2,500 lb).

If hooks are used for attaching safety belts to fixed anchors, they should be self closing safety hooks of various types and sizes.

When a lifeline or safety strap is liable to be served, cut, abraded or burned, it should consist of a wire rope or a wire-cored fiber rope.

Safety straps should be so fastened to safety belts that they cannot pass through the belt fittings if either end comes loose from its anchorage.

Metal thimbles should be used for connecting ropes or straps to eyes, rings and snaps. Safety belts, safety straps and lifelines should be so fitted as to limit the free fall of the wearer to 1m (3ft 3in).

37.SPECIFICATION FOR FALL ARRESSTOR DEVICE

Fall arresstor device with self-retracting cable integrating locking mechanism combined with an energy absorption element fully automatic having cables of various lengths, ISI and DGMS and or any international approval. Only Poly Amide rope shall be used.

38.SPECIFICATION FOR DUST MASK

Dust Mask made of superior quality non-aging chemical-resistant rubber half face piece with reflex sealing flaps for protection against nuisance dust, (<0.5 micron) toxic dusts, gases and vapours with replaceable filters.

39.SPECIFICATION FOR REPLACEABLE FILTERS

For protection against nuisance dust, toxic dusts, gases and vapours upto a concentration of 500 ppm. To be fitted on aforesaid Dust Mask.

40.SPECIFICATION FOR SAFETY SHOES

1. Safety Shoes, Jodhpury style- as per IS 11226- 1985 with guarantee for 1 & 1/2 years (all weather).
2. Acid/ alkali/ waterproof heat resistant, antiskid green PVC Nitrile sole.
3. Steel toe cap as per relevant "IS".
4. Upper plain leather, high ankle, with metallic 4 eyelets.
5. ISI marked.
6. The supplier should give guarantee of use of safety shoes during rainy season.

41.STANDARD SPECIFICATION FOR PVC HAND GLOVES

Hand contoured for greater comfort & feature an embossed nonslip grip for handling wet

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

or greasy objects cotton flock lining absorbs perspiration maximises easy on/off black with straight cuff each pair pack.

42.SPECIFICATION FOR ELECTRICAL PPE (SHOCK PROOF)

Hand gloves used for live electrical works shall be of proper electrical rating.

Electrical (shock proof) Safety Shoes (Jodhpury type) with acid/ alkali/ water proof, heat resistant, antiskid sole with guarantee for 1&1/2 years (all weather).

1. Upper plain leather.
2. ISI marked & latest certificate of testing from any of the govt. recognised institution for electrical resistance.

GUMBOOTS with steel toe should be used by personnel during rainy season.

The aforesaid guidelines are the minimum safety requirements and the contractor should exceed them so as to achieve “ZERO ACCIDENT” which is our MOTO.

43.PENALTY / FINE :

Heavy penalty / fine will be imposed on contractor for the following safety violations.

1. Any accident, near misses resulting into serious bodily injury, property damage and degradation of environment on and around MRPL.
2. Violation of standard safety practices, norms and Rules, carelessness and negligence.
3. Violation of proper use of PPEs by workmen.
4. Lack of supervision.
5. Violation of work permit procedures inside Refinery and process plant areas.
6. Improper planning of critical jobs if resulted into Accident, Injury or Fire.
7. Failure to take corrective actions as advised by Engineering In-charge.
8. Frequency or Severity Rate of Accident is found to be high.
9. Improper planning of activity / ies if results into nearmiss and bodily injury to personnel.
10. Unauthorised entries into process plant areas.
11. Horseplay.
12. Failure in taking corrective actions on unsafe conditions / acts as and when noticed and advised by Engineer In-Charge.
13. Misuse of Fire Prevention / Protection and safety equipments.
14. Personnel working under intoxication.
15. Smoking.
16. Deployment of child labours.
17. Penalty charges are as below

TYPE OF SAFETY VIOLATIONS AND PENALTY SYSTEM :

Penalty clause	Type of Safety Violations	Penalty
1	For not using Personal Protective Equipment like (Safety Helmet, Safety Goggles, Safety Shoes, Hand gloves, Boiler suit, etc)	Rs. 250/- Per day / per item / per person.
2	Working without permit / Clearance (Cold Work)	Rs.5,000/- per occasion
3	Hot work without proper permit / Clearance	Rs. 10,000/- per occasion and delisting /holiday listing for 3 years.
4	Non-use of safe electricity at work site (non installation of ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire / cables on the roads, electrical jobs by incompetent persons).	Rs. 3,000/ per item per day.
5	Working at heights without safety belt (Full Body Safety Harness), using non-standard scaffolding and not arranging fall protection arrangement as required.	Rs. 1,000/ per case per day.
6	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips, double gauge regulator, Improper storage / handling).	Rs 100/- per item per day.
7	Non fencing / barricading of excavated areas.	Rs. 1,000/- per occasion.
8	Use of LPG for cutting purpose.	Rs. 1,000/- per occasion.
9	Non-display of name board, permit, etc. at site.	Rs. 500/- per occasion.
10	Not providing shoring / strutting / proper slope and not keeping the excavated earth at least 1.5 m away from the excavated area.	Rs. 5000/- per occasion.
11	Wrong parking of vehicles or parking the vehicles at non-designated places inside refinery.	Rs. 1,000/- per occasion.
12	Absence of contractor representative in refinery safety meetings whenever called.	Rs. 1,000/- per meeting.
13	Non-deployment of safety supervisor / supervisor responsible for safety at work site required as per Special Safety Conditions.	Rs. 7,500/- per week.
14	Failure to maintain safety register and records by contract Safety Supervisor or the Supervisor responsible for safety.	Rs. 1,000/- per month.
15	Failure to have daily safety site inspection / audits, monthly safety meetings and maintain records (by contractors themselves).	Rs. 1,000/- per week or month and Rs. 100/- per day.
16	Failure to submit monthly safety report by the 5 th of the next month to the Engineer -in -Charge.	Rs. 1,000/- per month and Rs. 100/- per day for further delay.
17	Poor Housekeeping.	Rs. 1,000/- per site / per day.
18	Failure to follow injury reporting system.	Rs. 10,000/- per occasion.
19	Violation of any other safety condition as per Job Safety Analysis (JSA), work permit and safety	Rs. 1,000/- per Occasion.

Tender No 3300004522 **Hiring of internal Audit Sevices for MRPL 2017-18**

	conditions of contract such as using crowbar on cable trenches improper welding booth, not keeping fire hose, extinguisher ready at hot work site, unsafe rigging etc.	
20	Over-speeding of vehicle i.e speed > 16 KMPH while driving inside refinery.	1.The driver will be removed and gate pass will be withdrawn. 2.Contract will be cancelled upon repeated three violations.
21	Overtaking of vehicles while driving inside refinery.	1.The driver will be removed and gate pass will be withdrawn. 2.Contract will be cancelled upon repeated three violations.
22	Driving of vehicle without valid license.	1.The driver will be removed and gate pass will be withdrawn. 2.Contract will be cancelled upon repeated three violations.
23	Driving vehicle without PESO approved or PESO approved but damaged spark arrester.	1.The driver will be removed and gate pass will be withdrawn. 2.Contract will be cancelled upon repeated three violations.
24	Driving vehicle on “NO ENTRY ROADS”.	1.The driver will be removed and gate pass will be withdrawn. 2.Contract will be cancelled upon repeated three violations.
25	Denying to produce the photo Gate Pass on demand.	Rs. 500/- per person per occasion
26	Consumption of alcohol and any other intoxicating material shall be treated as Safety Violation.	INR 15000 / - per person per occasion.

Note : The contractor is solely responsible for any accident and under any circumstance MRPL will not be responsible / held responsible for the accident to his contract labours. Incase of repeated violation for three times or Reportable Lost Time Injury the contract will be terminated and the contractor will be considered for holiday listing.

Disclimer Clause : “The Contractor’s Safety Policy is not a comprehensive collection of statutory obligations, Rules or compendium of safety practices. This is for general Guidelines and Contractor, sub-contractor, vendors and visitors are not absolved from obligations to follow all relevant and applicable statutory obligations, safety compliances and practices not absolved from their accountability and obligations due to any statements of omissions and commissions in this document”.

SECTION V

PRICE BID

Sr No	Particulars	Fee in Rupees
1	Lumpsum Professional fees for conducting Internal Audit services of MRPL for financial year 2017-18, in accordance with the scope of work defined and other terms & conditions of the tender document	
3	Service tax & other applicable, shall be extra as applicable	Extra as applicable

Amount in words: Rs _____

Notes:

- 1) The fees quoted above shall be all inclusive price, except expenses related to attending Audit committee and for special invitations etc., by partners/lead member which will be paid separately in accordance with clause no C(h) of SCC).
- 2) 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

K) Tentative deployment schedule of personnel for IA Services of FY 2017 - 18

Sl no	Description	Monthly Deployment Schedule												Total Man months
		1	2	3	4	5	6	7	8	9	10	11	12	
1	Senior Partners / Lead members (CA/Cost Accountants/MBA (Fin) /BE/B Tech/ME/M Tech)													
2	Qualified Assistants (CA/Cost Accountants/MBA (Finance))													
3	Technical Manpower incl. chemical, mechanical, electrical, civil and instrumentation engineers (BE/B Tech/ME/M Tech)													
Total														