



MANGALORE REFINERY & PETROCHEMICALS LTD.

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

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

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

E-Open Tender No.: 3300008985 dated 06.04.2022

**TENDER FOR HIRING OF INTERNAL AUDIT SUPPORT SERVICES FOR
MRPL FY 2022-23**

Tender Download Start Date	06.04.2022
Tender Download End Date & Time	04.05.2022; 15.00 Hrs
Prebid Meeting	20.04.2022; 10.30 Hrs
Bid Closing date & Time	04.05.2022; 15.00 Hrs
Unpriced Bid Opening date & Time	04.05.2022; 15.30 Hrs

In view of recent Govt. notification and changes on MSME classification, all MSE's bidders are requested to register again on Udyam Registration portal (earlier known as UAM) as the existing registration is valid only upto 31.03.2022.

MRPL has discontinued publication of Tender Advertisements through newspapers or any other print media.

The complete Tender/Bidding document is available for view/download on MRPL website <http://www.mrpl.co.in> as well as on <https://eprocure.gov.in/epublish/app>.

Further replies to pre-bid queries, all updates, Corrigendum, Addendum, Amendments, Extension in last date of submission of bid, Clarifications etc.,(if any) to the Tender/Bidding document will be hosted on above indicated websites only.

Bidders should regularly visit above indicated website to keep themselves updated.

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5	Schedule Of Rates /Un price bid (Specimen Price bid)/BOQ	Attached Separately
6	Please refer MRPL Tenders, Introduction to bidder (ITB) and General Conditions of Contract (GCC) for all details terms and conditions for submission of bids which is form part of tender document.	Attached Separately
7	MRPL Contractor worker safety policy	Attached Separately
	PART –B: PRICE BID/ BOQ (As applicable)	
1	Price bid	1 excel sheet

NOTICE INVITING TENDER (NIT)

MRPL invites Bids from eligible bidders in complete accordance with the following details and Tender document.

The brief details of the tender are as below;

SL. No.	Description	Details
1	Tender Number	3300008985
2	Brief Description of the Tender	Hiring of internal audit support services for MRPL FY 2022-23
3	Tender Type	Open- domestic
4	Bid Type	Two Bid
5	Mode	Electronic Procurement System (EPS)
6	Tender Document download start date	06.04.2022
7	Bid Closing date/Time	04.05.2022 @ 15.00 Hrs (IST)
8	Date / Time of Technical Bid Opening	04.05.2022 @ 15.30 Hrs(IST)
9	Prebid Conference	20.04.2022 @ 10.30 Hrs (IST) in Materials Dept., conference hall, MRPL, Mangalore
10	EMD	Rs. 78000/- (Rupees Seventy Eight Thousands only)
	EMD (BG or DD) drawn in favour of MRPL Mangaluru, to be sent directly to Materials Department, MRPL, Kuthethoor PO, Via Katipalla, Mangaluru. Please super-scribe on envelope "EMD for Tender No 3300008985 dated 06.04.2022"	
11	Duration of Contract / Contract Period	The contract will be valid for the period of one year.
12	Purchase Preference for Micro & Small Enterprises(MSE)	Applicable
13	Item(s)/qty Splittable	No
14	Relaxation in PQC(Financial Turnover & Past Experience) for Start-up Companies	Not applicable
15	Offer Validity	90 days from Bid closing Date
16	Price Reduction Clause	Applicable
17	Security deposit	Applicable @ 3% of order value
18	Defect Liability	Not Applicable
19	Integrity pact	Not Applicable
20. A	Contact details – Technical Querries	Mr. Navendu E-mail: navendu@mrpl.co.in 0824-2883256

B	Contact person for inclusion of Vendors Name in Limited tenders (Refer instruction mentioned below) /Commercial Queries bid closing extension etc.	Section Incharge: Mr. Vishnu Kumar Sah Email : Vishnu_ks@mrpl.co.in Ph. No. : 0824-288-2219 Dealing Officer: Mr. Shailendra Kumar Tiwari E-mail: shailendra.tiwari@mrpl.co.in 0824-288-2244
21	Contact person For Queries related to E-tendering	Mr. Dilip Ranganath, Email: eps@mrpl.co.in Phone No. 0824-288-2248/2298 (Dealing officer / Section In-charge details as mentioned above may also be contacted).
22	Alternate Contact details for E-Tendering	Mr. Prabhuswamy, mohan@antaressystems.com / prabhuswamy@antaressystems.com Phone No. 080 - 49352000
23	Address to submit the tender document (in case of Manual Tender)	Materials Department, Mangalore Refinery and Petrochemicals Ltd, (A subsidiary of Oil & Natural Gas Corpn. Ltd – ONGC), PO Kuthethoor, Via Katipalla, Mangalore -575030, Karnataka, India (Please mention tender number on the envelop)

Contact details & Address for Site visit.	
Contact Details	Address
	Mangalore Refinery & Petrochemicals Limited. (A subsidiary of Oil & Natural Gas Corpn. Ltd – ONGC) Kuthethoor P.O., Via: Katipalla, Mangalore-575030 (India)

Important information to be noted by the bidders:

- Bidders are requested to visit MRPL website <http://mrpl.co.in> regularly to keep themselves updated. Any Revision, clarification, addendum, corrigendum, for replies to queries raised during pre-bid meeting Time / Due date extension etc., (if any) , to this tender would appear on the above websites only and & will not be published on any other Media /Press.
- In case of Limited tender, bidders who desire to participate in the tender and meeting the qualification criteria, shall send their request through E-mail to the contact person as indicated in Sl. No. 20B above table for issuing the tender enquiry / including the vendors name in tender. Bidder shall be allowed to participate till the bid closing time.
- In case of E-Tenders, the Technical & Price Bid Formats should be downloaded, filled & uploaded in the EPS portal (<https://www.tenderwizard.com/MRPL>).

Pre-Qualification Criteria & Bid Evaluation Criteria

Bidder shall fulfil the following qualification criteria in order to qualify for this work:

I. योग्यतापूर्व मानदंड / Pre-Qualification Criteria:**i) Financial Turnover:**

a.	The Average Annual Financial turnover of the bidder during the last 3 years ending 31st March of the previous Financial year should be at least	Rs. 11.70 Lakhs
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ii) Past Experience:

- a. The Bidder should have experience of having successfully carried out and completed "Similar works" for any Hydrocarbon sectors like Refineries, Petrochemicals, Fertilizers, Oil & Gas processing plants during the last 07 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:

a	Three Similar completed works, each costing not less than	Rs. 15.6 Lakhs
b	Two Similar completed works, each costing not less than	Rs. 19.5 Lakhs
c	One Similar completed works, costing not less than	Rs. 31.2 Lakhs

Note : 1. "Similar work" shall mean providing Statutory/ Internal audit work carried out. The audit fee of each order shall be exclusive of taxes. The audit fee for the above purpose would be reckoned inclusive of fee for tax audit and certification and shall not include any other reimbursements towards expenses.

1. All above indicated amounts are exclusive of Service Tax / GST.

2. Relaxation to MSE/ Start-up bidder:

- a) **MSE** : Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises (to the extent of 15%) as per GOI guidelines subject to meeting of quality and technical specifications.
(For example, if PQC value applicable to other than MSE bidders is Rs. 100/-, the same shall be Rs. 85/- for MSE bidders).
- b) **Start Up**: No relaxation in Prior Turnover and Prior experience criteria for start-up.

iii) Other Criteria:

- a. The bidder should be Chartered Accountant firm / Cost accountant firm registered with the Institute of Chartered Accountants of India / Institute of Cost Accountants of India.
- b. The bidder should have been continuously doing Audit for past 05 years reckoned as on 31.03.2021
- c. Bidders who have been issued and executed orders for similar works in MRPL during the last 5 years shall provide Completion Certificate from MRPL, else a declaration shall be given by the bidder that they have not executed such work orders in MRPL in the said period.
- d. Bidder has to quote for all items as per price bid and this is to be confirmed in the format provided along with the technical bid.
- e. Experience of only the Bidding Entity shall be considered. In-house experience (where for the past experience referred for qualification, the contractor and the Owner belonging to the same organization) shall not be considered as a valid experience for the purpose of qualification.
- f. The bidder/ Consortium members should not be under a black-list/ holiday list of any state/central government department or undertaking (including PSUs). Each individual Bidder/ Consortium members shall give a declaration to this effect.
- g. Joint venture / Consortium bids shall not be permitted for this tender.

Note: Bidder is required to provide the following documentary proof in support of meeting Pre-Qualification Criteria along with their technical bid:

1. Annual reports containing Audited balance sheets and Profit & Loss statement, in the first instance itself, in support of their fulfilling the qualification criteria. (In case the last Financial closing date is within 9 months of bid due date and audited annual report of immediate preceding Financial year is not available, bidder has the option to submit the Financial details of the three previous years immediately prior to the last Financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.)
2. Bidder shall furnish documentary evidence covering similar work mentioned above, but not be limited to :
 - i) Copies of work orders with relevant pages of contract and SOR,
 - ii) Proof of Completion / completion certificate indicating value of work completed against above order, in support of their fulfilling the qualification criteria.
 - iii) Name of the organization for the job reference for PQC compliance was performed along with the person's name, designation, email ID and Phone number.

Note: Work order completion certificate furnishing the value as per PQC to be submitted i.e., if the contract is extended, it should be continuous & total value of the extended contract shall be considered for PQC. However, completion certificate should clearly mention the total completed value to meet as per PQC.

3. Other relevant documentary evidence for all the above mentioned criteria.
(As applicable for the tender)

4. All documents furnished by bidder in support of meeting the experience criteria of PQC shall be :

EITHER

“Duly certified by Statutory Auditors of the Bidder or a practicing Chartered Accountant (not being an employee or a director or not having any interest in the bidder(s) company/firm) where audited accounts are not mandatory as per law.

OR

“Duly notarized by any Notary Public in the bidders country.

5. MRPL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.

iv) रद्द करणसंबंधी मानदंड /Rejection Criteria:

1. Bids received after the due date and time of bid submission shall be summarily rejected.
2. **EMD:** Bids received without/ with insufficient EMD (in original with the Technical Bid), before the bid closing date & time shall be summarily rejected. However, Govt. Dept. /PSUs/ firms registered with NSIC/MSE (Micro & Small Enterprise), vendors registered with District Industries Center (DIC), Startups are exempted from submission of EMD. Such bidders shall submit relevant documentary proof towards exemption, along with technical bid of the tender.
3. Offer sent without having the prescribed bidding document of MRPL, non-adherence to technical / commercial terms & conditions, Unpriced bid and Price bid not in the prescribed format, incomplete bids and bids with deviations to the tendered scope of work shall be liable for rejection.
4. Non-compliance to any of PQC/BEC will be liable for rejection.
5. If technical bid & price bid are submitted together.
6. Bids found to have been submitted with falsified/ incorrect information.
7. Offer is liable for rejection If Bidder is in the Holiday/ Blacklist of any CPSU/ State PSU/ Central or State Government Undertaking. Bidder shall give a self-declaration to this effect.
8. Consortium / Joint bids shall not be accepted.
9. Bidder to quote for all items enlisted in the BOQ, otherwise bid shall be rejected.
10. Offers not meeting statutory requirement are liable for rejection.

III. (बोली मूल्यांकन मानदंड /Bid Evaluation Criteria) / बीईसी BEC:

- 1) The Bidder should accept in Toto the Technical Specification, Scope of Work and Scope of Supply given in the tender with no deviation as per clauses of the tender document.
- 2) The bids submitted will be evaluated through Quality cum Cost Based System(QCBS). (Part-I: Techno commercial bid without price bid & Part- II : Price bid).

Sl. No	Parameter	Minimum Documentary Requirement #	Max Score	Scale of Marking
A	Marks for Audit Firm			
1	Full time CA/CMA	Certificate issued by ICAI/ICMAI	16	04 marks for each CA/CMA
2	Association of Full time CA/CMA as an employee/partner with same firm (considered with reference to the formation date or actual joining date)	ITR/Partnership certificate	16	04 marks for each full time CA/CMA having association more than 07 years
				03 marks for each full time CA/CMA having association more than 05 years and upto 07 years
				01 marks for each full time CA/CMA having association more than 03 years and upto 05 years
3	Full time CA/CMA of firm with Diploma in Information System Audit (DISA) from ICAI/Certified Information Systems Auditor (CISA) certification from ISACA	Certificates issued by ICAI/ISACA	16	04 marks for each full time CA/CMA
4	Certification in IND AS from ICAI.	Certificate issued by ICAI	16	04 marks for each full time CA
B	Marks for Experience of Audit Firm			
1	Performed Audit in three companies	Order copy along with completion certificate	12	04 marks for each company
2	Performed Audit in three different Oil Refinery	Order copy along with completion certificate	12	04 marks for each Refinery

3	Performed Audit in three different Government entity	Order copy along with completion certificate	12	04 marks for each entity
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1. Only notarized copy of all documents shall be considered.

2. Here CA stands for Chartered Accountant, CMA – Certified Management Accountant, ICAI- The Institute of Chartered Accountants of India, ITR-Income Tax Return, ISACA- Information Systems Audit and Control Association, ICMAI- The Institute of Cost Accountants of India
3. Firm Experience documents as per PQC of the tender

3. QCBS (Quality cum Cost Based) Evaluation Process.

- a) The prospective Bidder must comply with general qualifications mentioned in the scope of work. In case the Bidder does not fulfil the eligibility criteria, their bids will be rejected and shall not be considered for further evaluation.
- b) The Bidder(s) will be evaluated on QCBS (Quality cum Cost Based Selection) System. There will be 60% weightage for Technical Bid and 40% for Commercial Bid.
- c) A maximum of 100 points each bidder will be allocated for the Technical proposals based on the assessment responses and compliance to the requirements of MRPL.
- d) Financial Bids of those who have technically qualified only shall be opened for further evaluation.
- e) Bidder(s) with lowest quote will be allotted 100 %, accordingly, marks of other bidders will be derived out of 100 as follows

The financial scores will be calculated as per formula given below:

- i. $F_s = F_{min}/F_b \times 100$
where:
- ii. F_s = Financial score for the Bidder under consideration
- iii. F_b = The commercial bid value of the Bidder under consideration
- iv. F_{min} = Minimum commercial Value bid

f) The combined score will be calculated as per the formula given below:

- $$C_s = T_s \times T_w + F_s \times F_w$$
- where:
- i. C_s = Combined score of the Bidder under consideration
 - ii. T_s = Technical score of the Bidder under consideration.
 - iii. F_s = Financial score of the bidder under consideration.
 - iv. T_w = Weight assigned to technical score i.e., 0.6
 - v. F_w = Weight assigned to financial score i.e., 0.4

g) Final Selection of Bidder will be done based on added individual score achieved by the Bidder in techno-commercial evaluation. The Bidder getting the highest combined score

(Cs) shall be selected for award of work. The final scores would be rounded off to two decimals.

- 4) In case of a tie, then the bidder with highest technical score (Ts) will be selected for award of contract. If there is still tie, preference shall be given to the bidder having score more marks under "Marks for Experience of Audit Firm".
- 5) Purchase preference for MSE Bidders will be considered as follows:
If MSE bidder price falls under price of highest combined scorer + 15% and on matching the price of highest combined scorer, if MSE bidder's combined score (Cs) equals or exceeds that of the highest combined scorer, then the MSE bidder will be eligible for purchase preference in the order of higher combined score (Cs).

Forms of bid submission (APPENDICES)**(List of documents required to be uploaded)**

APPENDIX	DESCRIPTION
I	INTEGRITY PACT
II	PROFORMA OF BANK GUARANTEE (EMD)
III	PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT / PERFORMANCE BOND
IV	FORM OF AGREEMENT BY THE SUCCESSFUL BIDDER
V	STATEMENT OF CREDENTIALS
VI	VENDOR FORM FOR ELECTRONIC FUND TRANSFER PAYMENT AND TAX DETAILS
VII	DECLARATION & UNDERTAKING BY MSEs / STARTUP COMPANIES
VIII	PRE-QUALIFICATION CRITERIA DETAILS – ANNUAL TURNOVER & NETWORTH DETAILS
IX	PRE-QUALIFICATION CRITERIA DETAILS – DETAILS OF SIMILAR WORK COMPLETED
X	PRE-QUALIFICATION CRITERIA DETAILS – OTHER CRITERIA
XI	PROFORMA OF DECLARATION OF BANNING / BLACK LISTING / HOLIDAY LISTING
XII	UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR
XIII	DECLARATION REGARDING RELATIONS WITH ANY OF THE MRPL DIRECTORS
XIV	DEVIATION STATEMENT
XV	CHECKLIST
XVI	INDEX PAGE
XVII	UNDERTAKING BY THE BIDDERS.

INTEGRITY PACT

between

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

and

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

Preamble

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance officer and in addition can initiate disciplinary actions.

M. S. M.

For "The Principal"

For "The Bidder/Contractor"

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidders(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.
 5. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 6. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for the decision in the matter.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the procedure mentioned in the "Policy for Holiday Listing". Copy of the "Policy for Holiday Listing" is placed at MRPL Website.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or Action can be taken as per the procedure mentioned in "Policy for Holiday Listing".

M. S. M.

For "The Principal"

For "The Bidder/Contractor"

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

- (1) In case of Joint Venture, all the partners of the Joint Venture should also sign the Integrity pact. In case of sub-contracting, the Principal Contactor shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor. It is to be ensured that all sub-contractors also sign the Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors & Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

- (1) The Principals appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He / She reports to the Managing Director, MRPL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Managing Director , MRPL and rescue himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Managing Director, MRPL within 8 to 10 weeks from the date of reference or intimation to him by the 'principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Managing Director MRPL, a substantiated suspicion of an offence under IPC/PC Act, and the Managing Director MRPL has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word "Monitor" would include both singular and plural.



For "The Principal"

For "The Bidder/Contractor"

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 – Other Provisions

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side Agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

Men - S. M.

For "The Principal"

For "The Bidder/Contractor"
(Name & Signature with Seal)

Place: Mangalore

Witness 1:.....

Date:.....

Witness 2:.....

PROFORMA OF BANK GUARANTEE

(FOR EARNEST MONEY DEPOSIT AS APPLICABLE)

(On non-judicial paper of appropriate value)

- 1) In consideration of M/s Mangalore Refinery And Petrochemicals Ltd., registered under the Companies Act, 1956, having its Registered Office at Kuthethoor P.O., Via Katipalla, Mangalore-575030, hereinafter called "MRPL" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns having invited / floated Tender to _____ Proprietorship / Partnership Firm / Company registered under the Indian Partnership Act, 1932 / the Companies Act, 1956, having its office at _____, (hereinafter called "the Tenderer" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns vide Tender No. _____ dated _____ (hereinafter called "the Tender" which expression shall include any amendments / alterations to the Tender by MRPL for the supply of goods to / execution of services for MRPL and MRPL having agreed not to insist upon immediate payment of Earnest Money for the fulfillment and the performance of the said Tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only). We, _____ having office at _____ and Head Office at _____ (hereinafter referred to as "The Bank" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns at the request and on behalf of the Tenderer hereby agree to pay to MRPL without any demur on first demand an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by MRPL by reason of non-performance and non-fulfillment or for any breach on the part of the Tenderer of any of the terms and conditions of the said Tender.
- 2) We _____ further agree that MRPL shall be the Sole Judge whether the said Tenderer has failed to perform or fulfill the said Tender in Terms thereof or committed breach of any of the terms and conditions of the Tender and the extent of loss, damage, costs, charges and expenses suffered or incurred or would be suffered or would be incurred by MRPL on account thereof.
- 3) We _____ Bank further agree that the amount demanded by MRPL as such shall be final and binding on the Bank and the Bank undertake to pay to MRPL the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Tenderer or any suit or other legal proceedings including Arbitration pendings before any Court, Tribunal or Arbitrator relating thereto and our liability under this guarantee being absolute and unconditional.
- 4) We, _____ Bank, further agree with MRPL that MRPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or extend time for the performance by the Tenderer from time to time or to postpone for any time any of the powers exercisable by MRPL against the Tenderer and to forbear to enforce any of the terms and conditions relating to the Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Tenderer or for any forbearance, act or omission on the part of MRPL or any indulgence by MRPL to the Tenderer or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
- 5) NOTWITHSTANDING anything herein before contained, our liability under this guarantee is restricted to Rs. _____ (Rupees _____). Our liability under this guarantee shall remain in force until expiration of 180* days from the date of opening of the said Tender. Unless a demand or claim under this guarantee is made on us in writing within the said period, that is, on or before _____* all rights of the Messers under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

MRPL Tender No 3300008985

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

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

IN WITNESS WHEREOF the Bank has executed this document on this _____ day of _____ 2019.

For _____ Bank

*Pl. mention/put specific date

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

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

Ref: Bank Guarantee No.....
Date.....

To:

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

Dear Sir,

1. In consideration of Mangalore Refinery & Petrochemicals Ltd., having its Registered Office at Kuthethur, Katipalla, Mangalore 575 030 (hereinafter referred to as the "Company" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors) and having entered into a contract dated (hereinafter called the "Contract" which expression shall include all the amendments thereto) with M/S. having its Head/Registered Office at.....(hereinafter referred to as the "Contractor" (which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the contract having been unequivocally accepted by the contractor resulting in a contract bearing No. dated..... Valued at for (scope of work) and the Company having agreed that the Contractor shall furnish to the Company a performance guarantee for the faithful performance of the entire contract to the extent of % of the contract price, i.e. Rs..... (in word) we (bank)..... having its registered office at.....(hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the Company any money or all moneys to the extent of Rs..... (Rupees) in aggregate at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made, by the Company on the Bank shall be conclusive and binding notwithstanding any difference between the Company and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Company in writing.

2. The Company shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the contract by the Contractor, or vary the terms of the Contract. The Company shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor any to exercise the same at any time in any manner and either to enforce, or to forbear from enforce, any covenants contained or implied in the contract between the Company and the Contractor or any other course or remedy or security available to the Company. The Bank shall not be released of its obligations under these presents by any exercise by the Company of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance of other act or forbearance of other acts of Company or any other indulgence shown by the Company or by any other matter of thing whatsoever, which

under law would, but for this provision, have the effect of relieving the Bank.

3. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that Company may have in relation to the Contractor's liabilities.
4. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and it shall continue to be enforceable till all the dues of the Company under or by virtue of this contract have been fully paid and claim satisfied or discharged or till the Company discharges the Guarantee in writing.
5. We further agree that as between us and Company for the purpose of this Guarantee any notice given to us by the Company and any amount claimed in such notice by the Company that the money is payable by the Contractor and any amount claimed in such notice by the company shall be conclusive and binding on us notwithstanding any difference between the Company and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our Constitution or that of the Contractor. We also undertake not to revoke this Guarantee during its currency.
6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs..... (Rupees) I aggregate and it shall remain in full force upto and including sixty days after unless extended further, from time to time, for such period as may be instructed in writing by M/S..... on whose behalf this Guarantee has been given, in which case it shall remain in full force upon and including 60 days after extended date. Any claim under this Guarantee must be received by us before the expiry of the 60 days from or before the expiry of the 60 days from the extended date. If no such claim has been received by us within the sixty days has been received by us within the sixty days after the said date/extended date, the Company's right under this guarantee will cease. However, if such a claim has been received by us within and upto sixty days after the said date/extended date, all the Company's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Dated this Day of20....

WITNESS:

_____	_____
(SIGNATURE)	(SIGNATURE)
_____	_____
(NAME)	(NAME)
_____	_____
(OFFICIALADDRESS)	(Designation with Bank Stamp)

_____ Attorney as per power of

Attorney No.....

Email of issuing bank for communication purpose

Dated:.....

FORM OF AGREEMENT BY THE SUCCESSFUL BIDDER

ON NON JUDICIAL STAMP PAPER OF RS.100/-PERFORMANCE GUARANTEE

SUB: CONTRACT/WORK ORDER NO:

DATED:

We the contractors hereby agree undertake to faithfully observe and comply 'with the following during the performance of the contract.

1 We shall

- a) Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious disease
- b) Be responsible for and arrange and bear costs of such equipments cleaning materials, uniforms and other paraphernalia necessary to render; effectively the services required by the Company.
- c) Be responsible and liable for payment of salaries wages and other legal dues of our employees for the purpose of rendering the services required by the Company under the above contract and shall maintain proper books of accounts, records and documents. We shall however, as at employer, have the exclusive right to terminate the service of any of our employees and to substitute any person instead.
- d) Comply in all respects with the provision of all statutes, rules and regulations applicable to us and /or to our employees and in particular we shall obtain the requisite license under the contract labour (Regulation & abolition) Act, 1970 and the rules made thereunder.
- e) Ensure that our Employees while on the premises of the company or while carrying out their obligations under the contract, observe the standards of cleanliness, decorum safety and general discipline laid down by the company or its authorised agents and the company shall be sole judge as to whether or not we and / or our employees have observed the same.
- f) Personally and exclusively employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of the company.
- g) Ensure that our employees will not enter or remain on the company's premises unless absolutely necessary for fulfilling our obligations under the contract.
- h) Not do or suffer to be done in or about the premises of the company anything whatsoever which in the opinion of the company may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the company.
- i) Not do or suffer to be done in or about the premises of the company anything whereby any policy of insurance taken out by the company against loss or damage or otherwise may become void or avoidable.
- j) Be liable for and make good any damage caused to the company 's properties or premises of any part thereof or to any fixtures or fittings or fitting thereof or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.
- k) Indemnify and keep indemnified the company, its officers and employees from and against all claims, demands, actions suits and Proceedings whatsoever that may be brought or made against the company by or / on behalf of any person, body authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the company may now or hereafter be liable to pay, incur or sustain by virtue of or as result of the performance or non-performance or observance or non-observance by us of any of the terms and conditions of the contract, without prejudice to the company's other rights, the company will be entitled to deduct from any compensation or other dues payable to us the amount payable to the company as a consequence of any such claims, demands costs, charges and expenses. The company shall not be responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about the company's property and premises and in the event that the company is made liable to pay and damage or compensation in respect of such employees, we hereby agree to pay to the company such damages or compensation upon demand. The company shall also not be responsible or liable for any theft loss, damages, or destruction of any property that belongs to us or our employees lying in the company premises from any cause whatsoever.

- l) It is hereby declared that we are, for the purposes of these contract independent contractors and all persons employed/ engaged by us for our obligations under the contract shall be our employees and not of the company. On the expiration of the contract or any earlier determination thereof we shall forthwith remove our employees who are in the company's premises or any part of thereof failing which our employees, agents, savants, etc. shall be deemed to be trespassers and on their failure to leave the company's premises, the company shall be entitled to remove all persons concerned (if necessary by use of force) from the company premises and also to prevent them (if necessary by use of force) from entering upon the company's premises.

We hereby undertake and declare that, in the event the workmen/ employees / persons / engaged (the contractors employees) to carry out the purposes thereof, attempt to claim employment with the company or attempt to be declared as employees of the company or attempt to become so placed, therein all such cases, we shall assist the company in defending all such attempts of the contractors employees AND we shall bear any pay solely and absolutely all costs, charges and expenses including legal charges incurred in which may incurred in defending all such attempts and in any appeal or aspects filed by the company therein or relating thereto AND we hereby indemnify forever the company against all such costs, charges and expenses including legal charges and against all any losses, expense all damages, whether recurring or not, financial or otherwise caused to or incurred by the company as a result of such attempt by the Contractor's employees.

It is hereby agreed that the company shall be entitled to setoff any debit or sum payable by us either directly or as a result of various facility to the company against any monies payable or due from the company to us or against any monies laying or remaining with the company and belonging to us or any of our partners or directors.

To be witnessed by Notary or

Contractor signature

By an official of MRPL

Authorised Attorney

STATEMENT OF CREDENTIALS

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

SI No	Particulars	Details
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	Name of Bankers & Branch with full address	
15	Type of Account & A/C No.	
16	Name (s) of Authorised Representatives (s) Note : Power of Attorney signed by the Director(s)/ Partners / Proprietor in favour of the authorized Person signing the tender documents must be enclosed.	
17	Type of job in which engaged as independent manufacturer . contractor	
18	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).	
19	Were you associated with MRPL in any Other contract in the past	
20	Are you currently having any contract with MRPL	
21	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	
22	Please confirm that you have qualified/ trained / experienced staff on your payroll to handle this job	
23	Furnish Audited Balance sheet for last 3 Years ending previous financial year	
24	Details of technical collaboration. Please provide Documentary support (Xerox copies) if any and the	

	brief experience of the parties	
25	Confirmed that Bank Guarantee for acceptance of the Security Deposit as per tender will be provided	
26	Brief Description of the job methodology/Quality Assurance :	
27	Details of Testing methods and equipments that will be made available	
28	Details of your Past Experience in the country (India) in this nature of job.	
29	Whether the bidder is put on Holiday list of any of the PSU. (If sought later, an affidavit to be produced later to MRPL.)	

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	

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

**Authorized Signatory
(With Company Seal & Signature)**

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/ if Material/ Service/ Invoice will be provided from different GST Nos.

Vendor data - ver-9

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) Corporate Identity No. (CIN)	
(iii) Existing Vendor Code (given by MRPL)	
(iv) Complete Postal Address:	
(v) Pin code/ ZIP code:	
(vi) Telephone nos. (with country/area codes):	
(vii) Fax No.: (with country/area codes):	
(viii) Cell phone Nos.:	
(ix) Contact persons /Designation:	
(x) 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) Vendor type as per GST Act (tick any one)	<input type="checkbox"/> Registered <input type="checkbox"/> Not Register <input type="checkbox"/> Compound <input type="checkbox"/> SEZ
(iii) GST No.:	
(iv) TAN No.:	
(v) Registered address as per GST No.	
(vi) Contact Names, Nos.& email IDs for GST matters (Please mention primary and secondary contacts):	
Accounts Deptt.	1.
	2.
Material Dispatch Deptt./ Services Deptt.	1.

		2.
(vii)	Are you registered under TReDS	No/Yes with RXIL/ A-TREDS/M1xchange 10 digit Reg No-
4. Organization information (MSMEs refer to Micro, Small and Medium Enterprises Development Act, 2006):		
(i)	Company /Partnership Firm /Proprietary Concern / Society/Trust /NGO/Others (Please Specify):	
(ii)	Whether Proprietor/ Partner belongs to SC/ ST category. (Please specify names and percentage of shares held by SC/ST Partners):	
(iii)	Micro/Small / Medium Enterprise/ SSI/ Govt. Deptt./ PSU/ Others:	
(iv)	Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.):	
(v)	MSME Registration no. (with copy of registration)	
(vi)	Udyog Aadhaar Memorandum no.	
(vii)	MSME-Women Entrepreneur	No/Yes
(viii)	Start-Up recognized by DIPP, Ministry of Commerce, Govt of India	No/Yes, copy of certificate from DIPP attached
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.		
<p>_____</p> <p>Name, Seal & Signature of Authorized Signatory for the Vendor with date</p>		
<p>TO BE FILLED BY AUTHORISED BANKER OF THE VENDOR:</p> <p>Certified that the Particulars as in Sr. No. 2 above are correct as per our records</p> <p>_____</p> <p>Bank Seal & Signature with date</p>		

(To be in the Company letter head)

Date:

DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES / STARTUP COMPANIES/ ENTITIES SEEKING PURCHASE PREFERENCE UNDER MAKE IN INDIA POLICY/WOMEN ENTREPRENEURS/REGN WITH TReDS/GeM

Sl.	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others
2	Is your firm/organization owned by Women Entrepreneurs	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI)- Applicable for Micro, Small and Medium Enterprises	<input type="checkbox"/> No <input type="checkbox"/> Yes, RXIL/A-Treds/M1Xchange <input type="checkbox"/> Registration Number- (tick agency with whom you are registered along with registration No)
4	Has your firm / organization registered your items / services in Government e-Market place (GeM)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Medium <input type="checkbox"/> Startup Company <input type="checkbox"/> Others
6	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<input type="checkbox"/> Manufacturer of items quoted <input type="checkbox"/> Service Provider for services <input type="checkbox"/> Trader/reseller/authorized agent/ distributor <input type="checkbox"/> Non MSE Bidder
7	In case you belong to Micro / Small/Medium Scale Enterprises whether you are registered under SC / ST Category (Please tick mark the appropriate)	<input type="checkbox"/> Yes <input type="checkbox"/> No if yes, <input type="checkbox"/> SC <input type="checkbox"/> ST
8	In case you are Micro or Small Enterprise, whether registered with Udyam Registration Portal	<input type="checkbox"/> Yes, Udyam Registration No..... <input type="checkbox"/> No

9	In case you are both a valid MSE bidder-PP Policy2012 and you are also meeting the minimum Local Content as per Purchase Preference – Local Content (Make in India Policy), i.e. PP-LC(MII)., please give your preference. Please tick any one.	<input type="checkbox"/> MSE PP Policy 2012 <input type="checkbox"/> Make in India Policy
10	Classification of Supplier as per Purchase Preference – Local Content (Make in India Policy), i.e. PP-LC(MII).: Kindly tick one of the following, as applicable based on the Local content in the product / service being offered, for the subject Tender. Note: Kindly refer the amended PP-LC(MII) policy (effective from 01/10/2020), which is part of the Tender document	<input type="checkbox"/> Class I supplier – Local content equal to or more than 50% <input type="checkbox"/> Class II supplier – Local Content more than 20% but less than 50% <input type="checkbox"/> Non Local Supplier – Local Content less than or equal to 20%
11	In case you are claiming benefits under Purchase Preference (Make in India Policy), whether you are meeting the minimum local content as mentioned in the tender document/concerned Ministry guidelines/ Policy.	<input type="checkbox"/> Yes, Local Content _____ % <input type="checkbox"/> Not applicable for this tender
<p>Declaration: I hereby declare that the above data submitted are true and back-up documents are attached as proof of the same. In case any submitted data are found to be incorrect/false, my bid is liable to be rejected and I am liable for suitable actions as per relevant MRPL Policy. Further, I also declare that I am duly authorized by my Management for submitting the bid and valid power of attorney for this tender is attached. In case the Local Content so declared and submitted above is found to be below the threshold level of Minimum Local Content specified as per Tender Conditions, a pre-determined penalty of 10% shall be levied and also liable to banning of business as specified under the Purchase Preference Policy.</p> <p>We also understand that in case we are not claiming benefits under “Local Content”, or MSE-Manufacturer/ System Integrator as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy.</p>		

Note on Point no 7: Supporting documents under prescribed policy is enclosed. I have also attached necessary calculations for justifying local content for specified items and duly certified by competent agency as per relevant policy & liable for its authenticity

A) CATEGORISATION OF MSE/SC-ST VENDORS

- In case of Micro/Small/Medium scale Enterprises, **kindly attach Registration Certificate** issued by DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum/Acknowledgment.
- SC/ST entrepreneurs registered under MSEs need to submit valid documentary evidence.

B) ELIGIBILITY AND RECOGNITION OF START-UP COMPANIES

Bidder who intends to participate as “Start-up” company should fulfil all the conditions of Start-Up as directed by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India and his eligibility shall be valid as on bid closing date. He shall also enclose the Certificate of Recognition issued by DIPP.

C) DECLARATION IN CASE OF MSE BIDDERS/ START-UP COMPANIES

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/ Startups, we hereby declare as under-

- We are a Micro / Small Enterprise, as on bid closing date of this tender.
- We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.

- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a "Start-up" company and we are meeting all conditions and therefore eligible as Start-up company as on the date of tender bid closing. We are also enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

D) DECLARATION IN CASE OF ENTITIES SEEKING PURCHASE PREFERENCE UNDER MAKE IN INDIA POLICY

We have read carefully the terms and conditions for availing the benefits of PP Make in India Policy and we are meeting all the requirements of Local Content and duly certified documents for proving the stipulated local content as mentioned in this document is enclosed.

We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ and/ or subjected to appropriate penal actions / including Holiday Listing as per tender Terms & Conditions.

Authorized Signatory (With Company Seal & Signature)

PRE QUALIFICATION CRITERIA DETAILS**ANNUAL TURNOVER DETAILS and NETWORTH DETAILS**

Bidder shall indicate herein his annual turnover during the following 3 years based on the audited balance sheet/profit and loss account statement.

SI No	Financial Year	Annual Turnover (in Rs)
1	2017-18	
2	2018-19	
3	2019-20	

Average Annual Turn Over during the above three financial years.: Rs. _____

(Please highlight the above indicated values in the supporting documents for easy reference)

NOTE:

Copies of audited balance sheets with Profit & Loss account statement for last 3 years and Net worth Certificate certified by Chartered Accountant shall be submitted along with the offer.

Signature of the bidder with stamp shall be affixed

PRE QUALIFICATION CRITERIA DETAILS**DETAILS OF SIMILAR COMPLETED WORK**

Furnished below are the details required for meeting the qualifying requirements/ prior experience criteria;

SI No	Details of Work Executed	Name & Address of Client	WO No & Date	Contract value (in Rs)	Completed Value (in Rs)	Completion Period / date	Remarks if any
1							
2							
3							

Note: Please attached supporting documents in the form of work order(s) with Proof of completion / Satisfactory completion / execution / experience certificate issued by the client.

Signature of the bidder with stamp shall be affixed

PRE QUALIFICATION CRITERIA DETAILS**OTHER CRITERIA**

Furnished below are the details required for meeting the PQC - other criteria;

SI No	Other criteria (Pre-Qualification)	Compliance
A	Bidder has to quote for all items as per price bid and this is to be confirmed in the format provided along with the technical bid	Yes / No
B	Experience of only the Bidding Entity shall be considered (In-house experience where for the past experience referred for qualification, the contractor and the Owner belonging to the same organization shall not be considered as a valid experience for the purpose of qualification)	Yes / No
C	The bidder should not be under a black-list/ holiday list of any state/central government department or undertaking (including PSUs). Bidder shall give a declaration to this effect.	Yes / Not Applicable (If Not Applicable, Please submit the declaration)
D	Consortium bids (Please tick mark the applicable)	<input type="checkbox"/> Consortium bids <input type="checkbox"/> Not Applicable
E	Any other Criteria as applicable to the tender	

Signature of the bidder with stamp shall be affixed

APPENDIX - XI

PROFORMA OF DECLARATION OF BANNING / BLACK LISTING / HOLIDAY LISTING

A. In the case of a Proprietary Concern :

I hereby declare that neither I in my personal name or in the name of my Proprietary concern, M/s....., submitting the Bid / Tender nor any other concern in which I am Proprietor nor any partnership firm in which I am involved as a Managing partner have been placed on blacklist or holiday list declared by any Government Department / Quasi-Government / Public Sector Undertaking or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas) / Regulatory authorities except as indicated below:

(Here give particulars of banning or blacklisting or holiday listing and in the absence thereof state "NIL")

B. In the case of a Partnership Firm :

We hereby declare that neither we, M/s....., submitting the Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by any Government Department / Quasi-Government / Public Sector Undertaking or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas)/ Regulatory Authorities except as indicated below:

(Here give particulars of banning or blacklisting or holiday listing and in the absence thereof state "NIL")

C. In the case of a Company :

We hereby declare that we have not been placed on any holiday list or black list declared by any Government Department / Quasi-Government / Public Sector Undertaking or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas) / Regulatory authorities except as indicated below:

(Here give particulars of banning or blacklisting or holiday listing and in the absence thereof state "NIL")

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

Place :

Signature of Bidder :

Date :

Name of Signatory :

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

I/We hereby declare that:

- I. We are committed to elimination of child labour in all its forms.
- II. Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- III. We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- IV. It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b/c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me/us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- V. I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place :

Signature of Bidder :

Date :

Name of Signatory :

DECLARATION REGARDING RELATIONS WITH ANY OF THE MRPL DIRECTORS

The bidder shall declare the following information in exhaustive details on his company's letter head with the document duly signed and stamped;-

a) Where the Proprietor is a Sole proprietor – Yes / No

Whether the proprietor is a Director or any relative of Director of MRPL present or retired within past 2 years.

ii) Where the Tenderer is a firm – Yes / No

Whether any partner or member of the firm is a Director or a relative of any Director of MRPL, present or retired, within last two years.

iii) Where the Tenderer is a Company – Yes / No

Whether a Director (present or retired within the past two years) of MRPL or relative of such Director is a substantial member holding more than 10% (ten percent) of the paid up capital in the Company, or a Director of the Company.

Place :

Signature of Bidder :

Date :

Name of Signatory :

DEVIATION STATEMENT

I. Technical Deviations

SL. No	Tender document Page No	Clause No	Description of clause	Deviation taken by the bidder

II. Commercial Deviations

SL. No	Tender document Page No	Clause No	Description of clause	Deviation taken by the bidder

Note:

1. Bidder to note this Annexure has been included in the bidding document solely for the convenience of the bidder so as to facilitate them to list out the deviations / exceptions both of technical and commercial nature from / to the bidding document. **Owner will not recognise any deviation(s)/ exception(s) which are not listed in this format**
2. Any remarks / comments to any clause may also be submitted in the above performa.
3. Any Deviation taken or noted elsewhere in the submitted bid will not be considered and MRPL will not be responsible for the same
4. In case of “No deviation” Bidder to write ‘NIL’ & sign.
5. If the above table is left blank (unfilled), it will be construed that the bidder have not taken any deviation to this tender

Seal & Sign of the Bidder:

UNDERTAKING BY THE BIDDERS

(in letter head)

Tender No: _____

Name of the Work: _____

We _____ (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood all the tender requirements and accept all terms and conditions of the tender including all corrigendum / addendum / clarification issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum / addendum / clarification, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

We confirm that we have quoted the rates in the tender considering inter-alia the

- 1) Tender Document(s)
- 2) Scope of Work / Special Conditions of Contract
- 3) Safety Policy
- 4) Pre-bid meeting Minutes (if any)
- 5) SOR / Price bid format
- 6) Corrigendum / Addendum/ Clarification (if any)

Place :

Signature of Bidder :

Date :

Name of Signatory :

Note: This declaration should be signed by the Tenderer's authorised representative on Company Letterhead who is signing the Bid and Scanned copy to be uploaded.