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Tender No: 3200000481

**LSTK PACKAGE FOR PFCC UNIT FLUE GAS WET GAS
SCRUBBER SYSTEM AT MRPL, MANGALURU**



SECTION-2

INSTRUCTION TO BIDDER(S) (ITB)



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1.0 **GENERAL:**



- 1.1 Mangalore Refinery and Petrochemicals Limited (MRPL), a subsidiary of Oil and Natural Gas Corporation Limited, is operating a 15.25 MMTPA fuels refinery at Mangaluru. The Refinery complex is integrated to Aromatic Complex and designed to produce 900,000 TPA of Paraxylene.
- 1.2 The bidder is advised to read these instructions carefully and to ensure that his response complies fully with the requirements of the tender. Failure to provide the information and documents required by this Invitation to Bid may render the Bid to be unacceptable. Tender should be submitted in the prescribed form supplied by the company only.
- 1.3 The bidder shall download the complete set of tender document from the EPS portal (<https://www.tenderwizard.com/MRPL>), tkIS India website: www.thyssenkrupp-industrial-solutions-india.com, MRPL website: www.mrpl.co.in and Central Public Procurement Portal (CPPP): www.eprocure.gov.in; as per the index of the tender, fully read, understand & compile the same as per the various instructions contained herein and in "Instructions to Bidder".
- 1.4 Every bidder must submit bid strictly in accordance with the conditions and specifications prescribed by MRPL/tkIS India. 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.
- 1.5 Bidders to note that Physical/ Hard Copy of the Tender Documents shall not be issued from the office of Tender Inviting Authority. Any request in this regard shall not be entertained under any circumstances.

2.0 **COST OF BIDDING:**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and MRPL/tkIS India will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 **SITE VISIT:**

- 3.1 Bidder is advised to visit and examine the site and its surrounding and shall familiarize himself of the existing facilities and environment and shall collect all other information which he may require for preparing and submitting the Tender and entering into the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission



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of the Bid and during the contract period / after contract period. All costs for and associated with site visits shall be borne by the bidder.

- 3.2 The bidder and any of his personnel or authorised representatives will be granted permission by the OWNER/PMC to enter upon its premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, its personnel or authorised representative shall be understood to have released and indemnified the OWNER/PMC and its personnel from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result of such visit.
- 3.3 Bidder will be allowed to visit the site if requested in advance, on the day of pre-bid meeting.

4.0 TENDER INSTRUCTIONS:



- 4.1 The Tender document comprises of following sections:-
- Notice Inviting Tender.
 - Bidder Qualification Criteria/Bid Evaluation criteria.
 - Instruction to Bidder.
 - General conditions of Contract.
 - Bid Security Declaration Form as per NIT, etc.
 - Integrity pact, etc.
 - BQC Compliance, Deviation statement, declaration, etc
 - Scope of work / Special Conditions of Contract,
 - Price bid format.
 - Contract Workers Safety Policy.
- 4.2 The Tender Documents shall always be & remain the exclusive property of the OWNER/PMC without any right with the Bidder to use them for any purpose except for submitting the tender in accordance with the provisions of these instructions by the prospective Bidders and for use by the successful Bidder with reference to the work. The OWNER/PMC shall have no obligation to return to the Bidder the Tender Documents submitted by the Bidder.
- 4.3 The Tender shall be completely filled in all respects and shall be tendered together with requisite information & annexure. The Bidder is expected to examine the Tender Documents, including all instructions, specifications and drawings in the tendering document. Failure to furnish all the information required by the tendering documents or tender incomplete in particulars or submission of tender not

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substantially responsive to the tendering document in every respect shall result in rejection of the Tender.

- 4.4 The Tender Documents, including all instructions, specifications and drawings in the tendering document. Failure to furnish all the information required by the tendering documents or tender incomplete in particulars or submission of tender not substantially responsive to the tendering document in every respect shall result in rejection of the Tender.
- 4.5 It is hereby stipulated that the Tenderers shall not affect any corrections/ alterations/ modifications in the Tender Documents and various formats contained therein. Any correction/ alteration/ modification in the Tender Documents by the Bidder shall make their tender liable for rejection.
- 4.6 Originals of the documents related to the tender 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.
- 4.7 When person signing the Tender / agreement is not the sole Proprietor of the company the original Power of Attorney or a Notary certified copy thereof authorizing such person to act and sign on behalf of the company must be enclosed.
- 4.8 Date format should be DD/MM/YYYY (Date/Month/Year).
- 4.9 Bidders should get clarified all the technical doubts and other points related to the tender before submitting the priced and un-priced offer.
- 4.10 MRPL/tkIS India 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.
- 4.11 Any false/fake/incorrect information submitted by the bidder/CONTRACTOR while submitting the bid will be liable for rejection of bid, action like Cancellation of the Order, Forfeiture of Security deposit including Banning/Holiday listing of the Bidder's Company/ CONTRACTOR in all ONGC/MRPL establishments.
- 4.12 Any false/fake/incorrect information surfaced out after award of job would lead to action like Cancellation of the Order, Forfeiture of Security deposit including Banning/Holiday listing of the Bidder's Company/ CONTRACTOR in all ONGC /MRPL establishments.
- 4.13 If the successful bidder, backs out during finalization of tender/after award of order, action will be initiated by MRPL/tkIS India as deemed fit.
- 4.14 The tender terms/ conditions as per SCC (Special conditions of the contract) Supercedes all similar terms prescribed under GCC/ Other Conditions of Contract (OCC).
- 4.15 MRPL/tkIS India reserves it right to seek the Originals if needs or inspect the documents at its premises for verification and return. In case, it is found that the bidder has attempted to mislead MRPL/tkIS India on any counts, MRPL/tkIS India may proceed with any action that is deemed fit.

"The item supplied / service provided shall be Environment friendly and Energy efficient".



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5.0 **CLARIFICATION REQUESTS BY BIDDER:**

- 5.1 Although the details presented in this Tender document consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- 5.2 Bidder shall examine the Tender document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification at any time up to one week prior to the tender closing date. Such clarification requests shall be directed as per the contact details mentioned in the NIT.
- 5.3 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement.
- 5.4 Response to queries/ clarifications raised by the bidders as part of pre bid queries shall be uploaded as expeditiously as possible as an Addendum/ Amendment/Clarification/Corrigendum which shall form part of the Bidding Document.
- 5.5 Bidders are expected to resolve all their clarifications/ queries to the Bidding Document and submit their bid in total compliance to Bidding Document without any deviation/ stipulation/ clarification.
- 5.6 Pre-bid meeting shall be organised, if specified in NIT/LIB, as per details given in NIT/LIB.

6.0 **CORRIGENDUM/ ADDENDUM/ CLARIFICATION:**

- 6.1 MRPL/tkIS India may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder, issue amendment in the form of addendum/corrigendum/clarification during the Tender period and subsequent to receiving the Tenders. Any addendum / corrigendum / clarification thus issued shall become part of Tender document.
- 6.2 For addendum/corrigendum/clarification issued during the Tender period, Bidder shall consider the impact in his Tender. For addendum/corrigendum/clarification(s) issued subsequent to receiving the Tenders, Bidder shall follow the instructions issued along with addendum/corrigendum/clarification(s).
- 6.3 Such Addendum / Corrigendum/ Clarification(s) shall be uploaded on the EPS portal (<https://www.tenderwizard.com/MRPL>), tkIS India website: www.thyssenkrupp-industrial-solutions-india.com, MRPL website: www.mrpl.co.in and Central Public Procurement Portal (CPPP): www.eprocure.gov.in; and it will not be published in news paper. Prospective bidders should visit the above mentioned websites from time to time to make note of corrigendum/addendum/clarification if any. MRPL/tkIS India is not responsible for non-receipt of any communication / information of addendum/corrigendum/clarification.
- 6.4 All such Addendum / Corrigendum / Clarification(s) issued shall form part of the Tender Documents.

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6.5 It is incumbent on all the Bidders to view, download, understand and furnish Addendum / Corrigendum / Clarification(s) along with his/its/their tender. Any deviation/ clarification due to non-receipt of Addendum / Corrigendum / Clarification(s) at later stage should not be entertained. Any bid without copy of Addenda/ Corrigenda/ Clarification(s), if issued, as mark of its acceptance may not be accepted.

7.0 CONFIDENTIALITY OF BIDDING DOCUMENT:



7.1 All information disclosed to the Tenderers by way of the Tender Documents shall be considered confidential and any person/ Tenderer shall not part with possession of the Tender Documents or copy or disclose information thereof to any party, except as may be necessary for carrying out the work. It is being understood that the Tender Documents have been downloaded by the eligible Tenderer solely for the purpose of bidding. Where it is found that any Tenderer has violated and has disclosed sensitive and vital information impugning on the security of the installation/ national security, necessary action, as may be called for, may be taken against the Tenderer concerned in addition to his being liable to be black listed and/ or barred from participating in future bids.

8.0 LANGUAGE OF BID:

8.1 The Bid and all correspondence incidental to and concerning the Bid shall be in the English Language. For supporting documents and printed literature submitted in any other language, an equivalent English Translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the Bid, the English Translation shall govern. In the event of submission of any document / certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

9.0 PREPARATION AND SUBMISSION OF BIDS:

- 9.1 The offer must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.
- 9.2 **Date & Time of submission:** Bid must be submitted by the due date and time mentioned in the notice Inviting Tender / Letter inviting Bid or any extension thereof as duly notified in writing on MRPL/tkIS India/ e-tender website.
- 9.3 Bidder shall submit the offer in two parts:

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Part I - Techno-Commercial (un-priced) bid and

Part II - Priced bid.

9.4 Price bid & technical bids if submitted together shall be summarily rejected.

9.5 **Part I - Techno-commercial bid (Unpriced Bid)** shall be submitted with all documents that are called **for in PDF format only**

- I. Bid Form as per **FORM-A** (FORM OF TENDER for Commercial Bid), **FORM-A** (FORM OF TENDER for Price Bid) & **FORM A1** (information about tenderer)
- II. Scanned copy of duly authenticated documents in support of meeting the Experience and Financial criteria as per **FORM-B1 & FORM B2**.
- III. Bid Security declaration Form as per Annexure-3 to NIT.
- IV. Power of attorney in favour of signatory (ies) of the bid. Digitally signed authenticated copy of Power of Attorney, shall be uploaded on the e-tendering portal.
- V. Copy of Partnership Deed in case of Partnership Firm or Memorandum & Article of Association in case of Limited Company.
- VI. Compliance to Bid requirement as per **FORM-C** or in case of Deviation/ Exceptions(Bidder is requested not to stipulate any deviation), as per proposal **FORM-D**. (Sheet-1) for Commercial Section and (Sheet-2) for Technical Section
- VII. Check List duly filled in as per **FORM-E**.
- VIII. Reply to Commercial Questionnaire as per **FORM-F**.
- IX. Details regarding PF as per **FORM-G**.
- X. Declaration by Bidder regarding Black listing/ Holiday listing as per Performa Provided in GCC **FORM-P**.
- XI. Declaration/confirmation by bidder that they are not black listed by any Government Department/ Public Sector on date of submission of bid. **FORM-P1**.
- XII. Declaration by the Bidder as per **FORM-J**.
- XIII. Submission of Undertaking for non-engagement of child labour as per **FORM-K**
- XIV. Bank details of Bidder as per **FORM-L**
- XV. Integrity Pact Agreement along with Affidavit, duly signed & stamped as per **FORM-M1** & Affidavit as per **FORM-M2**.
- XVI. Letter of Waiver on Letter head of Bidder as per **FORM-N**.
- XVII. Technical offer and Engineering details, if any, required as per Bidding Document.
- XVIII. Blank copy (without price/ Percentage BOQ) of Price bid, indicating Quoted / Not Quoted duly signed and stamped.



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- XIX. Complete copy Tender document Signed & Stamped on each page in token of acceptance.
- XX. Any other information required in the Bidding Documents or considered relevant by the Bidder.
- XXI. Signed & Stamped copy of Statement of Credentials **Form-R**.
- XXII. Declaration about Liquidation, Court receivership **FORM-S**.
- XXIII. Signed & Stamped copy of list of Minimum Manpower to be deployed by the CONTRACTOR (**SCC Annexure IV**).
- XXIV. Declaration about any Current Litigation/ Arbitration, if any, in which bidder is involved. **Form-Q**
- XXV. Cancelled cheque of bidders.
- XXVI. PAN card Copy.
- XXVII. Signed Copy of MRPL Contract Workers Safety Policy (**Attached separately as Annexure-VIII of SCC**)
- XXVIII. FEED Endorsement Form **FORM-T**
- XXIX. Hard copy of following authenticated documents to be submitted to the address provided:
 - a) Bid Security declaration Form as per Annexure-3 to NIT.
 - b) Signed Integrity Pact. (if applicable)
- XXX. Special Tender Clause on Procurement from a Bidder from a country which shares Land Border with India along with FORM A, FORM B & FORM C.

Note: 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, Bid 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. Declaration as per the format of 'Undertaking by Bidders' duly signed & stamped by the bidder in token of having read and understood all the tender requirements and accept all terms and conditions of the tender including all corrigendum / addendum / clarification issued, if any. In addition to this, all pages of the Tender documents issued by MRPL/tkIS India shall be signed on all pages and submitted/upload along with the Technical Bid / attachment in EPS system.

The original writings shall be neatly cut/penned through and re-written nearby. No overwriting or erasure of original writings by use of 'white fluid' or otherwise is permitted. In case any erasure using 'white correcting fluid' is found, the bid shall be liable to be rejected.



- 9.6 **Priced bid (Part II)** shall be submitted in the same format as mentioned/Included in the Tender document. Otherwise, offer will be liable for rejection.

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9.7 No assumption, stipulation, deviations from terms and conditions or presumptions, etc. shall be made by the bidder while submitting the offer in the Price Part of the Tender. The liability of obtaining all necessary clarity with respect to the tender, its technical aspects and pricing shall be on the Bidder. MRPL/tkIS India shall be under no obligation whatsoever to entertain any tender bid which is based on any assumption, stipulation, deviations from terms and conditions or presumptions, etc. and would have the option to reject such bid at their discretion.

10.0 TENDERS INVITED THROUGH E-PROCUREMENT SYSTEM:

- 10.1 For tenders invited through E-Procurement System, bids shall be submitted through **online (EPS) mode only** on the OWNER's/PMC's e-tendering portal for tenders invited through e-procurement mode.
- 10.2 Bidders to upload the Un-priced and Price part of their bids strictly in the Unpriced & Priced folders respectively at the designated place in the e-tender portal. Non Compliance to the same may lead to rejection of their offer.
- 10.3 **Bids submitted in any other form through Telex/ Fax/ Telegram/ E-mail/ Courier/ Registered Post/ manually shall not be accepted.**
- 10.4 However, documents which necessarily have to be submitted in originals like EMD and any other documents mentioned in the Tender Documents have to be submitted offline. The OWNER/PMC shall not be responsible in any way for failure on the part of the Bidder to follow the instructions.
- 10.5 Bidders should avoid the last minute rush to the website for registration of user id and password, enabling of user id and mapping of Digital Signature, SI no, etc., since this exercise require activities from MRPL/tkIS India and EPS provider and needs time. In the event of failure in bidder's connectivity with MRPL/Service provider during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reasons may not be entertained.
- 10.6 Bidders to note that the very act of using Digital Signature Certificate (DSC) for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all pages of the bid document without any exception.
- 10.7 E-Procurement System Instructions :
- 10.7.1 Tender is invited on-line on the website www.tenderwizard.com/MRPL from **the firms** having Class IIB or above Digital Signature Certificate (DSC) (with Signing & Encryption Certificate) issued by any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.
- 10.7.2 Offers received online on the e-procurement portal only will be considered for evaluation.



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- 10.7.3 The server date and time as appearing on website www.tenderwizard.com/MRPL shall only be considered as cut-off time for receipt of tenders. Offers received by any other mode will not be considered.
- 10.7.4 Bidders are responsible for obtaining the digital certificates for participation / submission of bids at their cost.
- 10.7.5 The digital certificate shall be registered on the portal www.tenderwizard.com/MRPL and bidders shall upload the bid well in time.
- 10.7.6 Bidder shall download the bidding manual, system requirement and vendor registration manual and JRE setup for portal www.tenderwizard.com/MRPL to get acquainted with the procedures for submitting the online bids and load their Bids well within the time provided for bid submission to avoid last minute hassles
- 10.7.7 MRPL/tkIS India shall not be responsible for any delays occurred due to reasons whatsoever in receiving as well as on line submission of offers, including internet connectivity, document uploading / downloading issues etc.
- 10.7.8 Any corrigendum / amendment to the tender will be uploaded on e-Procurement site www.tenderwizard.com/MRPL and will not be published through other mode. Prospective bidders should visit the above MRPL e-Procurement site from time to time to make note of corrigendum / amendment if any.
- 10.7.9 In case of any queries regarding registration, bid submission procedure and system related, the bidder shall contact help desk of our e-procurement service provider M/s. ANTRES SYSTEM Ltd., contact person Mr. Dilip Ranganath, contact no. 0824-2882248. Email;eps@mrpl.co.in.
- 10.7.10 Support details as mentioned below;

| Support Location | Name | Contact No. | Email ID |
|------------------|---|------------------------|--|
| Mangaluru | Mr.Dilip Ranganath / Mr. Jay prakash | 0824-2882248 / 2298 | eps@mrpl.co.in ; jayaprakash.k@antaressystems.com ; |
| Bangalore | Mr.PrabhuSwamy | 080-49352000 | prabhuswamy@antaressystems.com |

11.0 TENDERS INVITED ON MANUAL MODE:

- ~~11.1 For tenders invited through Manual mode submission, Offer shall be submitted in two parts in two separate sealed covers:~~
- ~~Part I Technical & Commercial (un-priced) bid and~~
- ~~Part II Priced bid.~~

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11.2 — Both the sealed covers containing Part-I (Un-priced Technical Bid) and Part-II (Priced Bid) shall be put in one single cover and submitted by duly super-scribing Enquiry Number & Bid Closing date to the following address, before due date and time :



Materials Department,
Mangalore Refinery and Petrochemicals Limited,
Kuthethoor, Katipalla, Mangaluru 575 030.
Karnataka, India

11.3 — In case offer received without super-scribing Tender Number it will be treated as unsolicited offer.



11.4 — MRPL will not be responsible for any loss of postal delay.

12.0 PRICE / SCHEDULE OF RATES (SOR) / BILL OF QUANTITIES :



- 12.1 Unless otherwise agreed to in the terms of the Purchase Order/contract, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire Purchase order/Contract, even though it might be necessary for the Purchase order /Contract execution to take longer than the Completion period specified in the Purchase order/Contract.
- 12.2 The SOR shall be read in conjunction with all other sections of Tender document.
- 12.3 The price quoted by the Bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise.
- 12.4 Rates / amount must be filled in 'Schedule of Rates / price bid' only. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder.
- 12.5 Bidder shall quote for all the items of 'Schedule of Rates / price bid' after careful analysis of cost involved for the performance of the completed item(s) considering all parts of the Tender document. In case any activity though specifically not covered in description of item under 'Schedule of Rates / price bid' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Tender document, the item(s) quoted price will deemed to be inclusive of cost incurred for such activity.
- 12.6 All item(s) of work in the Bill of Quantities shall be carried out as per the specifications, and directions / instructions of the Engineer-in-charge and the rates are inclusive of labour, supervision, as well as preparatory, incidental, intermediate / auxiliary / ancillary or enabling works.
- 12.7 The rate shall include all expenditure incurred towards mobilisation and de-mobilisation. All prices shall be quoted in Indian Rupees unless otherwise instructed.

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- 12.8 Bidder shall be considered only if the bidder has quoted for all the items of the 'Schedule of Rates / price bid' unless stated otherwise. Tenders which are received with some item(s) left blank / not quoted for all the items of the 'Schedule of Rates / price bid' shall be liable for rejection.
- 12.9 For supply items under the scope of the CONTRACTOR supply, the rates quoted by the Bidder shall be all inclusive for delivery of materials at site (F.O.R. destination basis). It shall include Basic Cost, all applicable taxes, duties & levies, inspection charge, transportation charges, transit insurance, auxiliary taxes, etc. as may be applicable. The consignee for despatch of materials shall be the CONTRACTOR. However, the CONTRACTOR/ Supplier shall be responsible for any incidental consequences arising out during the transit of materials up to destination (site).
- 12.10 Prices quoted by the Bidders shall be strictly in the given price bid format. Prices should not be clubbed with any of items in any way i.e. complete break up as suggested to be given after each item for the materials and works covered under the scope of contract, otherwise the bid may be considered as non-responsive.
- 12.11 Unless stated otherwise in the Tender Documents, the contract shall be for the complete supplies, services and composite works as described in the relative scope of supplies, services and composite works.
- 12.12 All Government circulars/ guidelines applicable on tender work would be enforced from time to time and it would be binding on the part of the Bidder/CONTRACTOR to abide by the same as per stipulations.
- 12.13 Price Bid shall not contain any conditions whatsoever. Any condition mentioned therein, Price bid shall not be considered for evaluation.
- 12.14 **Any incomplete bid in any of the above requirement shall be considered as non-responsive and shall be summarily rejected without any reference whatsoever to the Bidder.**
- 12.15 **Rates to be quoted in Figures & words:**
The price quoted by the Bidder shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the standard SOR / Price Bid format. If some discrepancies are found between the rate / amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:
- Prices shall be written both in Words and Figures. In the event of discrepancy between the price in figures and words, the amount entered in words would be taken into consideration for evaluation and finalization of the order.
 - When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.

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- c) When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder shall be taken as correct.
- d) When it is not possible to ascertain the correct rate, in the manner prescribed above the rate as quoted in words shall be adopted and amount reworked.
- e) When Bidder has quoted only in figures and the amount written against the particular item does not correspond to the rate written in figures, then the higher of the rates i.e. rate worked out by dividing the amount with quantity and quoted rate in figures shall be adopted for evaluation purposes and in the event such a Tender is determined lowest Tender, then lower of the rates mentioned shall be considered to award of the works.
- f) When Bidder has quoted rates in figures and words but has not calculated the amount and the total contract price, such Tenders shall be rejected forthwith without consulting the Bidder.
- g) For item rate tenders where pre-filled rates are given and bidders are required to quote percentage in + or - , the following shall apply:
- In case of any discrepancy in the percentage increase / decrease quoted in figures and in words, the percentage increase / decrease quoted in words shall prevail.
 - In case there is a discrepancy in total amount quoted and the total amount arrived at after calculating the quoted percentage increase/ decrease over pre-filled price as per SOR, then the total amount shall be corrected based on the pre-filled price as per SOR and the quoted percentage.
 - If percentage not quoted or "NIL" is not indicated, it shall be considered "NIL" for price evaluation/award.
 - The "Total quoted amount after considering percentage Increase/ Decrease" and "Amount to be adjusted on Pre-filled estimated cost considering the percentage quoted", shall be in round figures only.
 - Bidder to strike out/indicate (+) or (-) in price bid format, as applicable. In case it is not mentioned, it will be considered as (+) and evaluation and ordering shall be carried out accordingly.
- h) Bidder shall bear, within the quoted rates, income tax / withholding tax liability of both corporate and Personnel as applicable in respect of their personnel and their sub CONTRACTOR's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.
- i) The rates quoted by the bidder shall be inclusive of all duties, taxes and levies etc, Central or State or Local bodies, etc. except GST.

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- j) The rates stated in the Schedule of Rates shall not be subject to escalation on any account whatsoever.

13.0 BID CURRENCY:



- 13.1 Bidders should quote firm prices in Indian rupee only unless otherwise specified else where in this tender. Prices quoted in any other currency shall not be considered.
- ~~13.2 For Global tenders, Foreign Bidders may quote prices for materials and services to be imported into India either in Indian Rupees or in Foreign Currency. For the purpose of this clause and any other relevant provisions in these documents, Foreign Currency (FC) shall mean and be limited to US DOLLARS, GREAT BRITAIN POUND, EURO and JAPANESE YEN.~~
- 13.3 Bidders shall quote the price for materials and services to be procured from India and for expenses to be incurred in India only in Indian Rupees.
- ~~13.4 For evaluation purposes, the bid price shall be converted to Indian Rupees by converting the Foreign Currency into Indian Rupees at the RBI Exchange Rate prevailing on the day of opening of the price bid.~~

14.0 EARNEST MONEY DEPOSIT (EMD):

- 14.1 EMD shall not be applicable for the subject tender as per the recent notification from Authorities. However Bidder should submit Bid Security declaration form as per attached Annexure-3 to NIT in lieu of EMD (in original with the Technical Bid), before the bid closing date and time to the address & contact details mentioned at point no: 21 and 24 of NIT.
- 14.2 Bids received without Bid Security declaration in lieu of EMD (in original with the Technical Bid), before the bid closing date and time shall be liable for rejection. However, Govt. Dept. / PSUs / firms registered with NSIC / MSE (Micro and Small Enterprise), vendors registered with District Industries Centre (DIC) / any other body specified by Ministry of MSME (MoMSME) / Udyog Aadhaar Memorandum issued by MoMSME, Startups are exempted from submission of Bid Security declaration. Such bidders shall submit relevant documentary proof towards exemption, along with technical bid of the tender.

15.0 PRE-BID MEETING:

- 15.1 Pre-bid meeting shall be held as per time & at the venue specified in the Tender Invitation. In case pre-bid meeting information is not available in the Tender Invitation & the OWNER/PMC decides to have a

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pre-bid meeting to clarify any issues, necessary intimation with adequate notice shall be posted on e-tendering portal.

- 15.2 **Bidders to submit their queries through the e-tendering portal/e-mail vide Form H&I one day prior to the date of Pre-bid meeting.** The queries shall be replied during the pre-bid meeting or the OWNER/PMC will respond through the e-tendering portal to any request for clarification received by the deadline for submission of queries.
- 15.3 Brief summary of the queries received through e-tendering portal, queries raised by the attending tenderers during pre-bid meeting and the clarifications given by the OWNER/PMC respect thereof, as well as any further information which the OWNER/PMC choose to furnish to the tenderers, shall be posted on e-tendering portal in the form of Minutes of the Meeting or Addendum, which shall form a part of the Tender Documents, unless otherwise specified.
- 15.4 The tenderer or their representatives with necessary authorisation letter can be present during the Pre bid conference, if any.
- 15.5 If pre-bid meeting information is not available in the e-tender notice, then the same shall not be held.

16.0 LATE BIDS:

- 16.1 Any bid received by MRPL/tkIS India after the deadline for submission of the bids (including any extension(s) hereof) will be declared “Late” and shall be rejected.
- 16.2 The “Late Bid” shall be returned unopened to the bidder in due course in case of Manual Tenders.



17.0 MODIFICATION AND WITHDRAWAL OF BIDS (APPLICABLE FOR E-TENDERS ONLY):

- 17.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that the modification or withdrawal is uploaded on e-tender website prior to the deadline prescribed for submission of bids. Only the latest submitted Bid shall be considered and the one which is submitted prior shall be stand cancelled.

18.0 BID OPENING:

18.1 UN-PRICED (TECHNO-COMMERCIAL) BID OPENING:

- 18.1.1 Techno-Commercial (Un-priced) Part (Part-I) will be opened on the scheduled date and time.
- 18.1.2 For E-Tenders, Bidders can also witness bid opening by logging on to the E-Tendering website through their system using their valid digital signature/certificate.

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18.1.3 The bidder or their representative with necessary authorization letter can be present during the technical bid opening in case of Manual tender.

18.1.4 During the opening of Un-priced Part (Part-I), only the names of agencies who have quoted and furnished Bid Security Declaration form in original shall be made public.

18.1.5 Clarification of Bids:

Bidders are requested to submit zero deviation bid, strictly as per terms and conditions of the bidding document. Bidder is required to confirm the same in the proforma provided in the bidding documents. Stipulation or any derivation may render the bid liable for rejection

OWNER/PMC expect the Bidder to comply with the requirements of the Bidding Document without any deviation and submit substantially responsive bid. OWNER/PMC reserves the right to proceed with the evaluation if adequate nos. of techno-commercially responsive bids have been received without raising any CQ/TQ. Therefore, it is expected that bidders submits total compliance bid.

The deviation, if unavoidable, should be furnished as per FORM-D attached. Exception/ Deviations submitted elsewhere in the offer shall not be considered. If any exception/ deviation is acceptable to OWNER/PMC, the same shall be issued to all bidders through an Amendment. Bidders shall withdraw all other deviations/exceptions, not incorporated in Amendment, failing which offer of such bidders shall not be acceptable. If a bidder takes any further deviations other than those agreed, while submitting the revised price bid/ price implication (if any), his bid shall be rejected outright without any reference. In case any deviations are found in the revised price bid/ price implication, such deviations shall not be taken into cognizance.

18.2 PRICE BID OPENING:



18.2.1 Price part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening.

18.2.2 The Price Bid opening shall be done on e-tender portal and Bidders can also witness bid opening by logging on to the E-Tendering website through their system using their valid digital signature/certificate.

~~18.2.3 In case of manual tenders, bidders may depute their authorised representative during the price bid opening with necessary authorisation letter.~~

18.2.4 Any unsolicited reduction in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for comparison. However, such reduction in price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.

18.2.5 In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price

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increase. However, in case the unsolicited price increase is known only after price bid opening and the bidder's comparative ranking changes by withdrawal of the price increase, the Bidder shall not be allowed to withdraw the price increase and the bid shall be rejected outright. But, if such a bidder is lowest with or without the price increase, the order shall not be placed with price increase and if the bidder does not agree, the enquiry shall be refloated.

18.2.6 Wherever, decision is taken to reject a bid, action as deemed fit will be taken.



19.0 **BID EVALUATION AND AWARD CRITERIA:**

19.1 The OWNER/PMC reserves the right to consider/ evaluate only substantially responsive tenders. A substantially responsive tender is one, which, in the opinion of the OWNER/PMC (which shall be final and binding on the Tenderer(s)), substantially conforms to all the terms, conditions, specifications and requirements of the Tender Document without material deviations or reservations in respect of any of the following:



- Scope, Quality or Performance of the work;
- The OWNER's/PMC's rights or the Tenderer's obligations under the contract as per the tender documentation;
- Such deviations the correction of which would affect the competitive position of other tenderers, who have submitted substantially responsive bids;
- Any tender unaccompanied by the Bid Security Declaration in a form which is not acceptable as per the Tender Documents, or falling short of the requirement of the Tender Document, shall be liable for rejection.
- MRPL/tkIS India reserves the right to use in-house information for assessment of capability of bidder and their performance on jobs completed / in progress for evaluation purpose.
- Directives issued by Govt. of India from time to time shall be given due consideration during bid evaluation.

19.2 The following provisions of the bidding document must be adhered to without deviations, failing which the bid shall be considered to be non-responsive and liable for rejection.

- Bid Security Declaration Form
- Bid Validity
- Security Deposit
- Cancellation of Contract
- Suspension of work
- Price Adjustment/ Price Reduction for delay in completion

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- g) Defect Liability period
 - h) Termination of Contract
 - i) Time Schedule
 - j) Scope of Supplies
 - k) Scope of Work
 - l) Proforma of all Bank Guarantees
 - m) Arbitration
 - n) Integrity Pact
- 19.3 Expressions like **"can offer if required/ will be submitted later/ will be taken up during detailed engineering after order is placed/ noted etc."** will be construed as **"TOTAL NON-COMPLIANCE"** and the Bid shall be deemed **"NON-RESPONSIVE AND INCOMPLETE"** and may be summarily **REJECTED**.
- 19.4 Prior to detailed evaluation of bids, the OWNER/PMC will determine whether each bid is substantially responsive to the requirement of bidding documents. If the bid is not substantially responsive to the requirements of the Tender Documents, it will be rejected by the OWNER/PMC, and may not subsequently be made responsive by the Bidder having corrected or withdrawn the non-conforming deviation or reservation.
- 19.5 The requirements of specifications shall be approximately studied for compliance on each of the points. The Bidder may explain clearly his stand on the specifications not complied with. However, bids in compliance to each point would be deemed "Responsive Bid".
- 19.6 Bids which do not cover the complete scope of work will be treated as incomplete and shall be rejected.
- 19.7 Bid stipulating completion period/delivery schedule beyond that specified may not be considered.
- 19.8 Substantially responsive bids shall be evaluated by the OWNER/PMC to ascertain the relative position of the best evaluated bid in the interest of the OWNER/PMC, for the total of the complete supplies and services covered by the Tender Documents including Technical Specifications and as set out in the Price Schedule.
- 19.9 The evaluation of bids shall be done on the basis of total prices quoted for the complete scope of work and Supply, Services, Composite Works and conditions elsewhere as specified in the tender.
- 19.10 Bidders will be required to quote for their Recommended Two years Operation and Maintenance Spares (with a price validity of 01 year from the date of award of main equipment) but the same will not be considered for price evaluation.

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20.0 REBATE:

- 20.1 No suo-moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

21.0 NOTIFICATION OF AWARD:



- 21.1 The lowest evaluated bid shall be accepted by OWNER/PMC for award. The Bidder, whose bid is accepted by OWNER/PMC, shall be issued Order/Letter/Fax of Acceptance (LOA/FOA) prior to expiry of bid validity. Bidder shall acknowledge the receipt.
- 21.2 MRPL/tkIS India shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non-acceptance of their bids. MRPL/tkIS India shall correspond only with the successful bidder.

22.0 UNSOLICITED POST TENDER MODIFICATIONS:

- 22.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by OWNER/PMC. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by OWNER/PMC and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

23.0 CONTACTING OWNER/PMC:

- 23.1 No bidder shall contact the OWNER/PMC on any matter relating to its bid from the time of bid opening till the time Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence the OWNER/PMC in the OWNER's/PMC's decisions in respect of bid evaluation or Contract award will result in the rejection of that bidder's bid and action as deemed fit shall be initiated against the bidder.

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24.0 CANVASSING:



- 24.1 Canvassing in connection with tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.
- 24.2 Subject to the provisions concerning clarification of Bids, no Bidder shall contact the OWNER/PMC on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded.
- 24.3 Any effort by the Bidder or Bidder's representative however described to influence the OWNER/PMC in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid and action against the bidder as deemed fit.
- 24.4 The OWNER/PMC will deal with the Bidder on a principal bases, without involvement in any manner in India or abroad of any agent or consultant or associate or other person howsoever described.

25.0 COLLUSIVE BIDS:

- 25.1 In case it appears to the OWNER/PMC, after examining the tenders received, that any 2 (two) or more tenders are collusive or otherwise manipulated to the disadvantage of the OWNER/PMC and against the spirit of ethical competition, the OWNER/PMC reserves the right to summarily reject such tenders. It shall not be incumbent on the OWNER/PMC to prove any collusion or other malpractice in this regard

26.0 MULTIPLE/ALTERNATIVE BID :

- 26.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-CONTRACTOR) failing which following actions shall be initiated:
- 26.2 All bids submitted by such bidder (say 'A') directly or indirectly, shall stand rejected
- 26.3 If another bidder (say 'B') has proposed bidder 'A' as a sub-CONTRACTOR then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-CONTRACTOR who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-CONTRACTOR only. Hence, every bidder shall ensure in his own interest that his proposed sub-CONTRACTOR is not submitting alternative/multiple bids.

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27.0 CARTEL FORMATION:

27.1 In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of Order. Such bidder will also be banned from bidding in future.

28.0 CORRUPT AND FRAUDULENT PRACTICES:



28.1 Bidders are required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ fake/ forged, the same shall be considered adequate ground for rejection of the bids and put under holiday list/ banning list.

28.2 OWNER/PMC requires that the CONTRACTOR observes the highest standard of ethics during the execution of Contract. In pursuance of this policy, OWNER/PMC defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of OWNER/PMC, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive OWNER/PMC of the benefits of free and open competition.
- c) "False/Fake" means to make or construct falsely. "Faked alibi" is a made, manufactured, or false alibi. Something that is not what is purports to be; counterfeit, an imposter.
- d) "Forgery" means the false making or the material altering of a document with the intent to defraud. A signature of a person that is made without the person's consent and without the person otherwise authorizing it. A person is guilty of forgery if, with the purpose to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor;
 - i) alters any writing of another without his authority
 - ii) makes, completes, authenticates, executes, issues or transfers any writing, so that it purports to be the act of another who did not authorize that act or to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to, be a copy of an original when no such original exists.

Utters any writing which he knows to be false in a manner specified in (i) & (ii) above.

28.3 OWNER/PMC may terminate the Contract if it discovers subsequently that the CONTRACTOR had engaged in Corrupt Practices or Fraudulent Practices in competing for the Contract.

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- 28.4 In case, the information/ document furnished by the CONTRACTOR forming basis of evaluation of its Bid is found to be false / fake/ forged after the award of the Contract, OWNER/PMC shall have the right to terminate the Contract and get the remaining Works executed by a third party at the risk & Cost of the CONTRACTOR and without any prejudice to other rights available to OWNER/PMC under the Contract such as forfeiture of the Contract Performance Bank Guarantee, withholding of payment etc.
- 28.5 In case, this issue of submission of false/fake documents comes to the notice after execution of the Works, OWNER/PMC shall have full right to forfeit any amount due to the CONTRACTOR along with forfeiture of the Contract Performance Bank Guarantee furnished by the CONTRACTOR. Further, any CONTRACTOR which is found guilty of any Corrupt or Fraudulent Practice or submission of false/fake /forged documents, shall be put on the negative/ holiday list of OWNER/PMC debarring them from future business with OWNER/PMC.

29.0 PUBLIC UTILITY SERVICE:



- 29.1 The Bidder / CONTRACTOR shall 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 their Assistance and support to MRPL to comply with the requirements within mentioned statutory requirement / declaration.

30.0 INTEGRITY PACT: (applicable)

Integrity Pact documents has been attached herewith. The said document shall be signed in all the pages by the signatory of the bidder, who signs the bid and returned with the techno-commercial bid. Offer of those bidders who do not attach the Integrity Pact duly signed shall be summarily rejected without any further reference to the bidder.

31.0 RAISING DISPUTES/COMPLAINTS. (Applicable for all tenders where Integrity Pact is applicable.)

- 31.1 MRPL has appointed independent external monitors (IEMs). Bidders may raise disputes / complaints, if any, with the nominated Independent External Monitors (IEM). The name, address & contact numbers of the IEMs are as given below:



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| Sr. No. | IEMs | E-Mail ID | Mobile / Phone |
|---------|---|--|----------------------------|
| 1 | Shri. Sunil Kumar Chourasia, IOFS (Retd.) | sunilchourasia@hotmail.com | 8004938936 / 0761- 4925166 |
| 2 | Ms Alka Sirohi, IAS (Retd.) | alka.sirohi@gmail.com | 9958001952 / 011- 26114515 |

- 31.2 Curriculum Vitae of Independent External Monitors (IEMs) are placed permanently on the home page of MRPL's website www.mrpl.co.in –Tenders.
- 31.3 The bidders may raise disputes / complaints, if any, either with the designated Competent Purchase Authority (CPA) related to the Tender or with the concerned Director of MRPL or directly with the IEMs c/o CVO, MRPL, Kuthethoor via Katipalla, Mangaluru 575030.
- 31.4 Notes:
- (i) IEMs would not consider any representation received on the basis of oral submission made by the representing bidder unless additional documents or clarifications have specifically been sought by IEMs from such representing bidders.
 - (ii) IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP.

32.0 HOLIDAY LISTING POLICY:

- 32.1 The Guidelines and procedures for Holiday Listing are available in MRPL website as Holiday Listing Policy and shall be applicable in the context of all tenders and consequently all Orders / Contracts / Purchase Orders. This can be accessed at URL www.mrpl.co.in .refer to Tenders - Holiday Listing Policy.
- 32.2 Agencies participating in tenders are deemed to have read, accepted and agreed for the Holiday Listing Policy of MRPL and shall not seek any damages/compensation from MRPL on account of the Holiday Listing of business with the Agency.
- 32.3 **DECLARATION:**
- Any party or its associated company if had been in the holiday list / black-listed/ banned by any Central/ State Government agencies or any Central / State PSU company or any Regulatory Institution/Authority and such name appears in the list of the above mentioned central / state Government agencies or central / state PSUs or any Regulatory Institution/Authority as on date is disqualified and would not be considered.

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An affidavit to this effect/ or an affidavit that the Bidder is not holiday listed / black listed / banned by above mentioned Agencies is required to be produced, if called for by MRPL/tkIS India, in the event of award of work order.

Agency (Bidder) has to declare and undertake that MRPL has unconditional right to terminate the contract which is already awarded or yet to be awarded to the Agency if it is put under holiday listing.

33.0 PREFERENCE TO PUBLIC SECTOR ENTERPRISES / MSE

Price preference shall not be applicable for this tender (being Works Contract services) as per prevailing Govt. of India guidelines.



34.0 OWNER'S/PMC'S RIGHT TO ACCEPT OR REJECT ANY BID

- 34.1 OWNER/PMC reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at a time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for OWNER's/PMC's action.
- 34.2 In the opinion of OWNER/PMC, if the total price or certain item rates quoted by the Lowest Bidder are considered high, he may invite the Lowest Bidder for price negotiation. Lowest Bidder shall attend such negotiation meetings and if requested by OWNER/PMC shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

35.0 CONTRACT AGREEMENT

The CONTRACTOR shall execute a formal contract with OWNER within 30 days from the date of issue of Letter of Acceptance, on a non-judicial stamp paper of Rs.200/- value. The cost of non-judicial stamp paper shall be borne by the CONTRACTOR. Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this Bidding Document together with the annexed documents, modifications, deletions agreed upon by the OWNER and bidder's acceptance thereof shall constitute a binding contract between the successful Bidder and the OWNER based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

The Contract document shall consist of the following:

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- Form of Contract on non-judicial stamp paper
- Original Bidding Document.
- Amendment to Bidding Document issued, if any.
- Fax/ Letter of Acceptance.
- Detailed Letter of Award (DLOA) along with enclosures.

36.0 E-PAYMENTS:

OWNER has initiated payments to suppliers and CONTRACTORs electronically and to facilitate the payments electronically, the bidder should have an account with Banks supporting the same so that the payment through e-banking be made to the bidder, in case work is awarded to him. The payment shall be released either through Electronic Clearing System (ECS) / Electronic Fund Transfer (EFT)/ Real Gross Time Settlement (RGTS) or through Internet. The bidder should give their Bank details as per FORM-L attached with Proposal Form, to facilitate payment through E-banking.

37.0 TRANSPORTATION:

CONTRACTOR shall be responsible to arrange transportation (to and fro) to MRPL for his workforce at his own cost.



38.0 PUTTING UP OF BUILDINGS ON PROJECT SITE (If applicable):

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/PMC.

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.

39.0 GENERAL GUIDELINES (As applicable)

- Every tenderer must quote strictly in accordance with the conditions and specifications prescribed by MRPL/tkIS India. Special conditions (if any) submitted along with the tender documents by the



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bidder will not be applicable to this Tender, in case they are in conflict with any of our terms and conditions.

- 39.2 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 Bidder.
- 39.3 All tenderers are required go through the GCC carefully and submit a declaration statement as token of having read, understood and accepted the conditions, along with information called for by MRPL/tkIS India.
- 39.4 Company will not be responsible for loss or late /non-receipt of tender documents.
- 39.5 MRPL/tkIS India reserve the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance, etc.
- 39.6 Submission of authentic/genuine documents is the prime responsibility of the bidder. Wherever MRPL/tkIS India has concern or apprehension regarding the authenticity/genuineness of any document, MRPL/tkIS India reserves the right of obtaining the documents cross verified from the document issuing authority.
- 39.7 MRPL/tkIS India reserve the right to complete the evaluation based on the details furnished by the bidder in the first instance along with their bid without seeking any additional information.
- 39.8 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.
- 39.9 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 and all provisions of Regulation of Contract Labour Act. In addition to the minimum wages prescribed by the appropriate government/authorities, the successful bidder shall pay employer contribution of PF, ESI, Leave wages, Bonus as per bonus act, MRPL special allowance as per clause provided. All safety gadgets, Uniform shall be given to the employees by the bidder as per F&S Dept requirements.

40.0 DIFFERENCE IN MEANINGS/TERMS:

In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in this document, the more stricter

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terms favouring MRPL/tkIS India will apply. The bidder shall also seek clarifications on such issues from MRPL/tkIS India before submission of the quotes.

41.0 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.

42.0 BID VALIDITY:

- 42.1 The rate quoted against this tender shall be valid for a period as mentioned in the NIT (as specified in 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).
- 42.2 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.

43.0 RIGHT OF OWNER/PMC TO ACCEPT OR REJECT TENDER:

- 43.1 The right to accept the tender will rest with the OWNER/PMC. The OWNER/PMC, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the OWNER/PMC, the work for which the tender had been invited, may be awarded to one CONTRACTOR or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

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MSEs& STARTUP COMPANIES

44.0 CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

44.1 As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.

- District Industries Centers (DIC)
- Khadi and Village Industries Commission (KVIC)
- Khadi and Village Industries Board
- Coir Board
- National Small Industries Corporation (NSIC)
- Directorate of Handicraft and Handloom
- Any other body specified by Ministry of MSME (MoMSME)
- Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME.

MSEs participating in the tenders must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate, he shall attach original notarized copy of the DIC certificate.

44.2 The MSEs registered with above mentioned agencies /bodies are exempted from submission of Bid Security Declaration Form.



44.3 Bidder shall be Manufacturer for supply items

44.4 As per the MoMSME, the benefits of the PP Policy extended only to manufacturers registered under this and are not applicable to traders/ dealers/resellers/ distributors/authorized agents etc. Accordingly, the eligible MSE bidders shall be registered for the item tendered.

44.5 Bidder shall submit proof that he is a manufacturer of the item for which he is quoting and he shall highlight the details of his manufacturing status in the MSE certificate against the item he is proposing to bid in the tender. However, in cases where installation / commissioning and related activities along with Purchase of item(s)is/are involved and the bidder has relevant MSE certification, then he shall be eligible for claiming benefits of the PP Policy.

44.6 The registration certificate issued must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.

44.7 The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible to avail benefits under PP Policy. Where validity of such certificates such as NSIC certificate

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has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt agency before such expiry. Documentary evidence seeking extension before the lapse of validity of such certificate and an authorization letter from the Govt. agency having received application for renewal shall be submitted before the bid closing date.



44.8 MRPL being a critical refinery installation, vital to public safety and maintaining essential supplies to the society and other customers including Govt agencies, reserves right to grant relaxation in tender conditions under the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs) order 2012/other Government guidelines as applicable from time to time.

45.0 Purchase Preference for Micro and Small Enterprises: Deleted – Not applicable .

46.0 CONDITIONS FOR START-UP COMPANIES ----- Deleted - Not applicable.

47.0 POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC) ----- Refer SCC.



48.0 Land Border Policy – Refer SCC. - Terms And Conditions for Bidders from a Country Sharing Land Borders with India-----Refer SCC.

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PROPOSAL FORMS

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FORM-A

FORM OF BID

(TO BE GIVEN ON BIDDER'S LETTER HEAD)

FORM OF TENDER

(To be filled up by the Tenderer)

For Commercial Bid

Serial No.

Date:

From



To

Mangalore Refinery and Petrochemicals Limited
Mangaluru

Tender No. _____

Dear Sirs,

Having examined the Tender Documents consisting of the Tender Notice, General Instructions to Tenderers, General Conditions of Contract, Special Instructions to Tenderers, Special conditions of Contract, Specifications, Plans (Exhibits_____to_____), Drawings (Exhibits_____to_____) Time Schedule, Form of Contract, Form of Schedule of rates, and Addendum (a) to the Tender Documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Mangalore Refinery and Petrochemicals Limited, relative to the work tendered for in connection with the _____(Name of the Refinery/Project) and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour , power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office accommodation and quarters and all other facilities and things whatsoever necessary for or relative to the formulation of the tender of the performance of work, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents.

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In consideration of the sum of Rupee 1/- (Rupee one) only paid to me/us by Mangalore Refinery and Petrochemicals Limited, by adjustment in the price of Tender Documents, I We further undertake to keep my/our this tender offer open for a period of not less than 6 (Six) months from the schedule date of opening of Tenders as specified in the General Instructions to Tenderer forming part of the Tender Documents:

I/ We hereby further state that I/We/None of us (in the case of partnership firm) and none of our Directors (in the case of a Company) was/were employed as Directors of Mangalore Refinery and Petrochemicals Limited, during the period of 2(two) years immediately preceding the date hereof OR I/We hereby declare that I/Shri_____one of our partners (in case of partnership firm/Directors in the case of a company) was employed as a Director in Mangalore Refinery and Petrochemicals Limited, during the period of 2 (two) years immediately preceding the date hereof and that I/Shri _____have/has obtained previous permission of Mangalore Refinery and Petrochemicals Limited, to make this tender .

I/We have annexed to this Bid the following documents:

- (i) Schedule or Rates in the prescribed form.
- (ii) Original Power of Attorney or other proof of authority of the person who has signed the Tender OR copy of Power of Attorney attested by a Gazetted Officer or a Notary Public in proof of authority of the person who has signed the Tender.
- (iii) Original Income-tax clearance certificate OR copy of Income-Tax Clearance certificate duly attested by Gazetted Officer/Notary Public.
- (iv) Information regarding tenderer in the form annexed to the Form of Tender.
- (v) Information regarding experience of the tenderer in the performance of work of a comparable nature in the form annexed to the Form of Tender.
- (vi) Information regarding construction organization and equipment in the form annexed to the Form of Tender.
- (vii) Solvency Certificate from a Nationalized/Scheduled bank.
- (viii) Set of Tender Documents, as issued duly signed.
- (ix) Additional Documents as listed below.

I/We hereby undertake that the statements made herein/information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling Mangalore Refinery and Petrochemicals Limited, to avoid any resultant contract.

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I/We further undertake as and when called upon by Mangalore Refinery and Petrochemicals Limited to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

I/We confirm having submission of Bid Security Declaration in lieu of EMD.

By Demand Draft No..... Dated..... Drawn.....
Bank..... Branch.....attached hereto)

(Signature(s) of the Tenderer(s))

Name & Designation of Authorized person
Singing the Tender on behalf of The Tenderer(s)
Full Name and address of the Bidder(s)

Witness:

Signature

Name:

Occupation:



Name & Designation of Authorized person
Singing the Tender on behalf of The Tenderer(s)
Full Name and address of the Bidder (s)

Witness:

Signature

Name:

Occupation:

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FORM OF TENDER

(To be filled up by the Tenderer)

For Price Bid

Serial No.

Date:



From

To

Mangalore Refinery and Petrochemicals Limited
Mangaluru

Tender No. _____

Having examined the Tender Documents consisting of the Notice inviting Tender, General Instruction of Tenderer, General Conditions of Contract, Special Instructions to Tenderers, Special Conditions of Contract, specifications, plans, drawings, time-schedule, form of Contract, form of tender, form of Schedule of Rates and Addendum (s) to Bidding Document having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Mangalore Refinery And Petrochemicals Ltd., relating to the work tendered for in connection with the construction of (Name of Refinery/ Project , Mangaluru”, and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facility, the availability and suitability of borrow areas, the availability of land for right-of-way and temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relative to the formulation of the tender and the performance of work. I/We hereby submit our tender offer for the performance of the proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying schedules of rates based on the form of schedule (s) of Rates included within the Tender documents and arrived at a Total Contract Value of Rs (Rupees only based on an application of the rates tendered in the accompanying Schedule(s) of Rates to the relative quantities indicated in the form of Schedule (s) of Rates forming part of the Tender Documents.

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If the work or any part thereof is awarded to me/us, I/We undertake to perform the work in accordance with the contract document as defined in Form of contract forming part of the Tender Documents and accept the terms and conditions of Contract as laid down therein, and undertake within 10 (ten) days of receipt of Acceptance / Award of Tender to pay to and/or deposit with the Accounts Officer, Mangalore Refinery And Petrochemicals Ltd., Mangaluru, a sum which, together with the amount of ~~Earnest Money deposited~~ by me/us in terms hereof, shall make Rupees/- (Rupees.....) as specified in the Acceptance / Award of Tender for the purpose of security deposit, by any one or more of the modes of payments specified in the general conditions of contract, and to commence work at each job site(s) involved within 10 (ten) days of handing over the job site or any part thereof to me/us, and to sign, the formal contract in terms of the form of contract forming part of Tender Documents, within 10 (ten) days of receipt of Letter of Acceptance / Award from or on behalf of Mangalore Refinery And Petrochemicals Ltd., in this behalf failing which Mangalore Refinery and Petrochemicals Ltd., shall be at liberty, without further reference to me/us and without prejudice to any of its rights or remedies, to terminate the contract hereof.

In consideration of the sum of Rupee 1/- (Rupee one only) paid to me/us by Mangalore Refinery And Petrochemicals Ltd., by adjustment in the price of Tender Documents, I/We further undertake to keep my/our this tender offer open for a period of not less than 4/6 (four/six) months from the Schedule date of opening of Tender as specified in the General Instructions to tenderers forming part of the Tender Documents.

I/We hereby further state that I/We/None of us (in the case of partnership firm) was/were employed as Directors of Mangalore Refinery And Petrochemicals Ltd., during the period of 2 (two) years immediately preceding the date hereof or I/We hereby declare that I/Sri....., one of our partners in the case of a partnership firm, was employed as a Director in the Mangalore Refinery And Petrochemicals Ltd. during the period of 2 (two) years immediately preceding the date hereof and that I/Sri..... have/has obtained previous permission of Mangalore Refinery And Petrochemicals Ltd., to participate in this tender.

I/We have annexed to this tender the following documents:

- Schedule of Rates in the prescribed form:
- Original Power of Attorney or proof of authority of the person who has signed the Tender OR copy of Power of Attorney or duly attested by a Gazetted Officer in proof of authority of the person who has signed the tender;
- Original Income-tax Clearance certificate OR copy of Income-tax Clearance Certificate duly attested by a Gazetted Officer;

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- (iv) Original Sales Tax Clearance Certificate OR copy of Sales-tax Clearance Certificate duly attested by a Gazetted Officer;
- (v) Information regarding tenderer in the form annexed to the Form of Tender;
- (vi) Information regarding experience of work of a comparable nature in the form annexed to Form of Tender;
- (vii) Information regarding construction organization and equipment in for form annexed to the Form of Tender;
- (viii) Solvency Certificate from a Nationalized/Scheduled Bank:
- (ix) Set of Tender Documents, as issued duly signed;
- (x) Any additional documents as listed below;

I/We hereby undertake that the statements made herein and the information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be mis-representation entitling Mangalore Refinery And Petrochemicals Ltd.to avoid any resultant contract.

I/We further undertake as and when called upon by Mangalore Refinery And Petrochemicals Ltd., to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

I/We confirm having submission of Bid Security Declaration in lieu of EMD.

Witness (Signature)

Yours faithfully,

Name in block letters



Signature(s) of the Tenderer (s)

Address

Occupation:

Name and designation of authorised person signing the tender on behalf of the tender (s).

Full name and address of the tenderer(s)



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FORM-A1

INFORMATION ABOUT TENDERER

(To be furnished with Tender)



1. In case of Individual
 - 1.1 Name of Business:
 - 1.2 Whether his business is registered:
 - 1.3 Date of Commencement of business:
 - 1.4 Whether he pays Income Tax over Rs.10,000/- per year:
 - 1.5 Whether he is a Director or is related to any Director of MRPL present or retired within the past 2 years.
 - 1.6 Permanent Account Number:
 - 1.7 What are his profits/losses for the past 3 (three) years with a copy of Balance Sheet and Profit & Loss Account for the past 3 (three) years with a copy of the audited balance Sheets and Profit & Loss account for the past 3 (three) years:
 - 1.8 What are his concurrent job commitments:
 - 1.9 How does he propose to finance the work if awarded to him:
2. In case of Partnership
 - 2.1 Name of Partners:
 - 2.2 Whether the partnership is registered:
 - 2.3 Date of establishment of firm:
 - 2.4 If each of the partner of the firm pays Income tax over Rs.10,000/- a year and if not, which of them pays the same:
 - 2.5 Whether any partner of the firm is a Director of MRPL present or retired within the past 2 years.
 - 2.6 Permanent Account Number:
 - 2.7 What are the firm's profits/losses for the past 3 (three) years with a copy of Balance Sheet and Profit & Loss Account for the past 3 (three) years:
 - 2.8 What are the firm's concurrent job commitments:
 - 2.9 How does the firm propose to finance the work if awarded to him:
3. In case of Limited Company or Company Limited by Guarantees:
 - 3.1 Amount of paid up capital:
 - 3.2 Name of Directors:

| | | | | |
|---|---|---|-------------|---|
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- 3.3 Date of registration of Company:
- 3.4 Copies of the Balance Sheet of the company of the last two years:
- 3.5 Whether any of the Directors of the Company is a Director or is related to any Director of MRPL present or retired within the past 2 years.
- 3.6 Permanent Account Number:
- 3.7 What are the Company's profits/losses for the past 3 (three) years with a copy of the audited Balance Sheet for the past 3 (three) years
- 3.8 What are the company's concurrent job commitments:
- 3.9 How does the Company propose to finance the work if awarded to it:

Signature of Tenderer

Name & Address of the Tenderer

| | | | | | | | |
|---|---|---|-------------|---|-----------|------|-----------|
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FORM-A2

Proforma for Earnest Money Deposit (Not Applicable)

The irrevocable Bank Guarantee (BG) in the following prescribed format if submitted against EarnestMoney Deposit shall be subject to verification from the issuing Bank, the email ID of bankfor the same must be incorporated in the BG.

The BG issued by the issuing Bank on behalf of Bidder/CONTRACTOR/Supplier in favour of “Mangalore Refinery and Petrochemicals Limited” shall be in paper form and also be made available under the “Structured Financial Messaging System” (SFMS).

A separate advice of the BG will invariably be sent by the issuing bank to the beneficiary’s ‘Bank through SFMS and SFMS transmission message reference number (currently 32digits code) is to be sent along with BG directly to MRPL through speed post/regd. Post.

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

Name of Beneficiary: Mangalore Refinery and Petrochemicals Limited

Beneficiary Bank, Branch and address: Union Bank of India (Erstwhile Corporation Bank)

Kuthethoor Post Mangaluru 575030, Karnataka

IFSC code: UBIN0905925

SWIFT Code: UBININBBMAP

MICR Code: 575026018

Any bank guarantee submitted in physical mode which cannot be verifiable through SFMS will not be accepted under any circumstances

PROFORMA OF BANK GUARANTEE



(FOR EARNEST MONEY DEPOSIT AS APPLICABLE)

(On non-judicial paper of appropriate value)

To

Mangalore Refinery and Petrochemicals Limited

Mangaluru

| | | | | |
|---|---|---|-------------|---|
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Dear Sirs,



In consideration of Mangalore Refinery and Petrochemicals Limited, having its Registered Office at Kuthethoor P.O Via Katipalla, Mangaluru - (hereinafter called "the Owner" which expression shall include its successors and assigns), having agreed inter alia to consider the tender of (Name of the Tenderer) having its Head Office/Registered Office at (Address of the Tenderer) (hereinafter called the "Tenderer" which expression shall include its successors and assigns), for the work of..... (Name of the Project/ Work) at..... to be awarded under Tender No..... Upon the Tenderer furnishing an undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the Earnest Money.

We (Name of the Bank), a Bank Constituted/Registered under the Act, having our Head Office/Registered Office at (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Owner at Mangaluru forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Owner, upto an aggregate limit of (Amount in figures and words).
AND THE BANK DOTH HEREBY FURTHER AGREES AS FOLLOWS:



1. This Guarantee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the Owner on the Bank until the Owner discharges this Guarantee/Undertaking subject, however, that the Owner shall have no claims under this Guarantee/Undertaking after the midnight of202..... or any written extension(s) thereof.

PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand automatically extended for all claims and demands made by the Owner for further three months.

The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the

| | | | | |
|---|---|---|-------------|--|
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- Owner against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the Owner or any of them and the Bank shall not be released from its liability under these Presents and the Liability of the Bank
2. hereunder shall remain in full force and effect notwithstanding any exercise by the Owner of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.
 3. It shall not be necessary for the Owner to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Owner and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
 4. The amount stated by the Owner in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Owner for the purpose of these Presents be conclusive of the amount payable by the Bank to the Owner hereunder.
 5. The liability of the Bank to the Owner under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the Owner, the Tenderer and the Bank and/or the Bank and the Owner or otherwise howsoever touching these Presents or the liability of the Tenderer to the Owner, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the Owner under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Owner in terms thereof.
 6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the Owner.
 7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Owner to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by the Bank.
 8. Notwithstanding anything contained herein:

| | | | | |
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- (i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
- (ii) The guarantee/undertaking shall remain in force upto_____ and any extension(s) thereof; and
- (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before_____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

The Bank doth hereby declare that Shri_____ (designation)_____ who is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.



This_____ day of_____ 20_____.

Yours faithfully

Signature:_____

Name & Designation:_____

Name of the branch:_____

| | | | | |
|---|---|---|-------------|---|
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FORM-B1

FORMAT FOR SPECIFIC WORK MEETING THE EXPERIENCE CRITERIA



(AS APPLICABLE IN NIT)

Bidder shall furnish their Experience for similar work with all details and documents as mentioned in this Specific Experience Format which are in conformity with Bidder's Qualification Criteria mentioned in Notice Inviting Tender. In case of more than one work, furnish details for all such Works.

| Sr. No. | Description | Details |
|---|---|--|
| Details of similar works executed by bidder (Complying the requirement of BQC) | | |
| 1 | Name of Project and its location | |
| 2 | Description of work | |
| 3 | Name of Owner, Postal Address, Phone/Fax No./E-mail Address | |
| 4 | Name of Consultant, Postal Address, Phone/Fax No./E-mail Address | |
| 5 | Contract Value: (a) Awarded (b) Final Executed (c) Component of relevant work experience as per BQC. | Rs. _____ Rs. _____ Rs. _____ |
| | Milestone Dates | <ul style="list-style-type: none"> • Date of award: __ • Starting date: __ • Scheduled Completion Date: __ • Actual Completion Date: __ • Reasons for delay, if any: __ |
| 6 | Supporting Documents for Experience Criteria | <ul style="list-style-type: none"> • Whether copy of Work Order/Contract Agreement enclosed: Yes / No Ref No. ____ Dated ____ • Whether Completion Certificate enclosed: Yes / No Ref No. ____ Dated ____ Date of Completion: ____ |

| | | | | |
|---|---|---|-------------|---|
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| | | |
|------|--|--|
| 7 | Supporting Document for Financial Criteria | <ul style="list-style-type: none"> Whether Complete Annual Audited Financial Report Including P& L account is enclosed: Yes / No Ref No. ____ Dated ____ If Yes, submitted for financial years 1. ____ 2. ____ 3. ____ |
| 8 | Whether Worked as Contractor directly with Client or Sub-contractor of Contractor | Executed the work as <ul style="list-style-type: none"> Main CONTRACTOR <input type="checkbox"/> Sub-CONTRACTOR <input type="checkbox"/> |
| 9 | In case of Subcontractor, the relevant certificates/documents submitted as per NIT | <ul style="list-style-type: none"> Submitted <input type="checkbox"/> Not Submitted <input type="checkbox"/> If submitted then reference number ____ |
| 10 | CONFIRMATIONS | BIDDER'S CONFIRMATION |
| 10.1 | Confirm that the above work has been completed within the qualifying period as mentioned in NIT | Confirmed |
| 10.2 | Confirm that the above work is not an In-housework experience. | Confirmed |
| 10.3 | Confirm that the information/documentation furnished in this proforma are correct and in case of any original document is required by Owner/MRPL the same shall be submitted for Verification. | Confirmed |
| 10.4 | Confirm that all information/documentation for the work to be considered for qualification is Furnished in this proforma along with supporting documents as detailed NIT. Non submission of above required information/ documentation may lead to rejection of bid | Confirmed |

| | | | | |
|---|---|---|-------------|---|
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| | | |
|------|--|---|
| 10.5 | Confirm the submission of following Formats / Certificates, as applicable towards fulfilment of Bidder Qualification Criteria: (i) Statutory Document (ii) Notarized document | If Yes, (Please tick mark ✓ the applicable) Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 10.6 | Confirm that all documents furnished by the bidder in support of meeting the experience & financial criteria of BQC have been duly certified by the Statutory Auditor 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 Notarized by a Public Notary in bidder's Country or self-certified by CEO or CFO or Company Secretary of the bidder (Limited company only) as per the provision of NIT. | Confirmed |

Note: Bidder to use separate format for different works.

SIGNATURE OF BIDDER: _____



NAME OF BIDDER: _____

COMPANY SEAL: _____

| | | | | |
|---|---|---|-------------|--|
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ANNEXURE TO FORM-B1

DELETED

| | | | | |
|---|---|---|-------------|---|
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FORM-B2

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

A. FINANCIAL DETAILS:

| FINANCIAL YEAR / YEAR ENDING | ANNUAL TURNOVER (Rs.) |
|---|-----------------------|
| Year 1 (20 - 20) | |
| Year 2 (20 - 20) | |
| Year 3 (20 - 20) | |
| NET WORTH OF IMMEDIATE PRECEDING YEAR AS PER AUDITED FINANCIAL RESULT | |
| WORKING CAPITAL OF IMMEDIATE PRECEDING YEAR AS PER AUDITED FINANCIAL RESULT | |

| | | | | |
|---|---|---|-------------|--|
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Notes:

- (i) **Net worth** means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off.# Reserves to be considered for the purpose of networth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

*Share Application Money pending allotment will be considered only in respect of share to be allotted. Accordingly, the definition of Networth shall be as follows:

| | |
|--|------|
| Paid up share capital | XXXX |
| Add: Share Application Money pending allotment | XXX |
| Add: Reserves (As defined Above) | XXXX |
| Less: Accumulated Losses | XX |
| Less: Deferred Revenue Expenditure to the extent not written off | XX |
| Net worth | XXXX |



(Details of calculation used to calculate Net worth to be given)

- (ii) **Working Capital calculation:** Working Capital shall be Current Assets minus Current Liabilities.

(Details of calculation used to calculate Working capital to be given)

(Certification by Chartered accountant)

(Sign & Stamp of Bidder)

| | | | | |
|---|---|---|-------------|---|
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FORM-C

COMPLIANCE TO BID REQUIREMENT

NAME OF WORK : _____

BIDDING DOC. NO.: _____



We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment(s) / Addendum(s) to the Bidding Documents, if any, for subject work issued by MRPL.

We here by further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

| | | | | |
|---|---|---|-------------|---|
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FORM-D (Sheet 1 of 2)

**EXCEPTIONS AND DEVIATIONS
(FOR COMMERCIAL PART)**



| SR. No. | REFERENCE OF BID DOCUMENT | | SUBJECT | DEVIATIONS |
|---------|---------------------------|------------|---------|------------|
| | PAGE NO. | CLAUSE NO. | | |
| 1 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| | | | | |
| | | | | |

NOTE: This shall be submitted separately for Commercial & Technical Sections

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

COMPANY SEAL: _____

| | | | | |
|---|---|---|-------------|---|
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FORM-D (Sheet 2 of 2)

**EXCEPTIONS AND DEVIATIONS
(FOR TECHNICAL PART)**



| SR. No. | REFERENCE OF BID DOCUMENT | | SUBJECT | DEVIATIONS |
|---------|---------------------------|------------|---------|------------|
| | PAGE NO. | CLAUSE NO. | | |
| 1 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| | | | | |
| | | | | |

NOTE: This shall be submitted separately for Commercial & Technical Sections

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

COMPANY SEAL: _____

| | | | | |
|---|---|---|-------------|---|
| Plant MRPL Mangalore | Client MRPL | Contract Code WSS for PFCC Flue Gas | Document ID | |
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FORM-E

CHECKLIST FOR SUBMISSION OF BID



Bidder is requested of fill this check list and ensure that all details/ documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped check list **with each copy of the "Unpriced bid (Part-I)"**.

Please tick the box and ensure compliance:



| | | |
|---|--|--|
| 1 | Form of Bid as per FORM-A Submitted | <input type="checkbox"/> |
| 2 | Power of Attorney in Favour of the person who has signed the bid. Submitted | <input type="checkbox"/> |
| 3 | Information about Bidder as per FORM-A1 Submitted | <input type="checkbox"/> |
| 4 | Bid Security Declaration Form Submitted | <input type="checkbox"/> |
| 5 | EMD Detail DD No: _____ BG No: _____ Dated: _____ Amount: _____ Validity: _____ Name & Address of issuing bank: _____ | Not Applicable |
| 6 | Registered under Micro or Small Enterprise Development Act 2006 and claiming exemption for Bid Security Declaration Form? If yes, copy of NSIC/ DIC / UAM registration Certificate uploaded | Yes / No Submitted / Not Submitted / Not Applicable |
| 7 | Integrity Pact (If Required as per Bidding Document) Submitted | <input type="checkbox"/> |
| 8 | Documentation against Bidder meeting the BQC (Technical & Commercial) stipulated in NIT per FORM-B1 & B2 and as per NIT (a) Submitted (b) Not Submitted | <input type="checkbox"/> |

| | | | | | | | |
|---|---|---|-------------|---|--|--|--|
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| | | |
|----|--|--|
| 9 | Compliance to Bid Requirement as per FORM-C. Submitted | <input type="checkbox"/> |
| 10 | Exceptions / Deviations as per FORM-D both technical and commercial Part (Un-priced) | <input type="checkbox"/> |
| 11 | Reply to commercial questionnaire as per FORM-F with Bidder's Reply/ confirmation for each Sl. Nos Submitted | <input type="checkbox"/> |
| 12 | Details of PF as per FORM-G Submitted | <input type="checkbox"/> |
| 13 | Employees Provident Fund Registration Certificate | Submitted / Not Submitted / Not Applicable |
| 14 | If EPF Registration is not available, duly acknowledged (by the PF Authorities) copy of application or undertaking on Bidder's Company Letterhead for obtaining the same in case of award of contract PF Code No: _____ | Submitted / Not Submitted / Not Applicable |
| 15 | ESI obtained from the Competent Authority | Submitted / Not Submitted / Not Applicable |
| 16 | If ESI Registration is not available, duly acknowledged (by the ESI Authority) copy of application or undertaking on Bidder's Company Letterhead for obtaining the same in case of award of contract ESI Code No: _____ | Submitted / Not Submitted / Not Applicable |
| 17 | Declaration by the Bidder as per FORM-J Submitted | <input type="checkbox"/> |
| 18 | Declaration about current litigation/arbitration Submitted | <input type="checkbox"/> |
| 19 | Blank copy (without price) of Price Part Submitted | <input type="checkbox"/> |

| | | | | |
|---|---|---|-------------|--|
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| | | |
|----|---|--------------------------|
| 20 | MOU/AOA/Partnership Deed Submitted | <input type="checkbox"/> |
| 21 | Declaration by Bidder regarding Blacklisting / Holiday listing Submitted, if Applicable | <input type="checkbox"/> |
| 22 | Undertaking for non-engagement of child labour as per FORM-K Submitted | <input type="checkbox"/> |
| 23 | Bidder's Bank Details as per FORM-L Submitted | <input type="checkbox"/> |
| 24 | Reply to Technical questionnaire (if enclosed in technical part) with Bidder's Reply/Confirmation for each Sl. No Submitted (If applicable) | <input type="checkbox"/> |
| 25 | Technical Details/Documents specified in Technical part. Submitted (If applicable) | <input type="checkbox"/> |
| 26 | Cancelled cheque of bidders bank account Submitted | <input type="checkbox"/> |
| 27 | Copy of PAN Card Submitted | <input type="checkbox"/> |
| 28 | Letter of Waiver as per Form-N Submitted | <input type="checkbox"/> |
| 29 | FEED Endorsement Form Submitted | <input type="checkbox"/> |

| | | | | |
|---|---|---|-------------|---|
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CONFIRM THE FOLLOWING:

| | | |
|---|---|------------------------------|
| 1 | All pages of the bid have been page numbered in sequential manner | Yes <input type="checkbox"/> |
| 2 | Master Index and Copy of Addendum/ Amendment, if any, has been submitted along with offer, duly signed and stamped on each page | Yes <input type="checkbox"/> |
| 3 | Blank copy (without price) of Price bid duly signed and stamped on each page has been submitted | Yes <input type="checkbox"/> |
| 4 | The bid has been submitted in line with requirements as specified in Instructions to Bidders | Yes <input type="checkbox"/> |

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

COMPANY SEAL: _____



| | | | | |
|---|---|---|-------------|--|
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FORM-F



COMMERCIAL QUESTIONNAIRE

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

| SL. NO. | OWNER / PMC QUERY | BIDDER'S REPLY/ CONFIRMATION |
|---------|--|------------------------------|
| 1.0 | Confirm that your Bid is valid for 180 days months from the last date of submission of Bid. | |
| 2.0 | Confirm that Bid Security Declaration Form in Original as per NIT have been furnished along with bid. | |
| 3.0 | Confirm that the following documents are submitted with Part-I: | |
| a) | All documents as per FORM-E (CHECK LIST) & Clause No. 9.5 of ITB. | |
| b) | Master Index as enclosed with NIT is submitted in unpriced part duly signed and stamped on each page. | |
| c) | Copy of Addendum/ Amendments as a token of acceptance (Applicable, if issued). | |
| 4.0 | Confirm that price has been submitted in an e-tender portal as per the manner stated in the ITB. | |
| 5.0 | Schedule of Rates/Price | |
| a) | Price must be filled in the Price bid Form SP-0 uploaded in the e-tender portal | |
| b) | Confirm that breakup of price has been quoted for all heads/ components/ items of the LSTK contract lump sum Price. | |
| c) | Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void. | |
| 6.0 | Confirm your compliance to TERMS AND CONDITIONS of Bidding Document. Confirm your compliance to critical stipulations of bidding document as mentioned in ITB. | |
| 7.0 | Confirm that you have studied complete Bidding Document including Technical and Commercial part and your Bid is in accordance with the requirements of the Bidding Document. | |

| | | | | | | | |
|---|---|---|-------------|---|--|--|--|
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| SL. NO. | OWNER / PMC QUERY | BIDDER'S REPLY/ CONFIRMATION |
|---------|--|---------------------------------|
| 8.0 | Confirm your compliance to total Scope of Work mentioned in the Bidding Document | |
| 9.0 | Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification. | |
| 10.0 | Confirm your acceptance for Time Schedule as mentioned in Bidding Document. | |
| 11.0 | Confirm that your quoted price includes all taxes & duties as applicable for this Work in accordance with the provision of General Conditions of Contract (GCC)/Special Conditions of Contract (SCC) and schedule of Lumpsum Price. | |
| 12.0 | Confirm that your quoted price includes all types of insurance as per the provisions of GCC and SCC. | |
| 13.0 | Confirm that all costs resulting from safe execution of Work, such as safety practices, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the CONTRACTOR for execution of work are included in the quoted rates | |
| 14.0 | Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document | |
| 15.0 | Confirm that you have your own QA/QC programme for executing this work. In case of award of work, you will submit all QA/QC documents as per specification. | |
| 16.0 | We confirm that we are not involved in any Litigation or Arbitration. OR We confirm that the current litigation/ arbitration in which We are involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all contractual Obligations under contract are performed. | |



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|---|---|---|-------------|--|
| Plant MRPL Mangalore | Client MRPL | Contract Code WSS for PFCC Flue Gas | Document ID | |
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| SL. NO. | OWNER / PMC QUERY | BIDDER'S REPLY/ CONFIRMATION |
|---------|--|---------------------------------|
| 17.0 | Confirm that the Bidder is not under liquidation, court receivership or similar proceedings. | |
| 18.0 | Confirm Compliance to the following: i) Minimum required equipment's, tools & tackles to be mobilized as required. ii) Key Construction Manpower to be deployed at site as per tender. | |
| 19.0 | Please confirm that your Bid does not have any deviation to terms and conditions of the Bidding Document. | |
| 20.0 | Confirm that you have submitted the bid as per the instructions given in ITB. | |
| 21.0 | None of the Directors of BIDDER is a relative of any Director of Owner or the BIDDER is a firm in which any Director of Owner or his relative is a Partner or the BIDDER is a private company in which none of director of Owner is a member or Director. | |
| 22.0 | Bidder to confirm whether they require the interest bearing Mobilization Advance as per para1.1of Terms of Payment. In case the bidder does not indicate the requirement of Mobilization, it shall be presumed that the bidder does not require the Mobilisation Advance and their offer shall be evaluated accordingly. | |
| 23.0 | Bidder to confirm the submission of the following: a) Bank Guarantee for PBG. b) Bank Guarantee for Mobilisation Advance, if applicable. | <input type="text"/> |
| 24.0 | Confirm that all authenticated documents submitted for meeting the BQC are certified as per the authentication requirement defined in the bidding document. | |

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

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|---|---|---|-------------|---|----|------|----|
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FORM-G

DETAILS OF P.F. REGISTRATION

Bidder to furnish details of Provident Fund Registration:

PF REGISTRATION NO. :



DISTRICT & STATE :

We hereby confirm that the above PF Account is under operation presently and shall be used for all.
PF related activities for the labour engaged by us in the present work (if awarded to us).

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

COMPANY SEAL: _____



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FORM-H

BIDDER'S QUERIES (TECHNICAL)

| SL. NO. | BIDDING DOCUMENT | | SUBJECT | BIDDER'S QUERY | OWNER'S REPLY |
|------------|------------------|------------|---------|----------------|------------------|
| | PAGE NO. | CLAUSE NO. | | | |
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NOTE : Bidder's Queries may be sent by e-mail to: sunil.rohom@thyssenkrupp.com



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|---|---|---|-------------|---|
| Plant MRPL Mangalore | Client MRPL | Contract Code WSS for PFCC Flue Gas | Document ID | |
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FORM-I

BIDDER'S QUERIES (COMMERCIAL)

| SL. NO. | BIDDING DOCUMENT | | SUBJECT | BIDDER'S QUERY | OWNER'S REPLY |
|---------|------------------|------------|---------|----------------|---------------|
| | PAGE NO. | CLAUSE NO. | | | |
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NOTE : Bidder's Queries may be sent by e-mail to: amar.sonsale@thyssenkrupp.com

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|---|---|---|-------------|---|
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FORM-J

DECLARATION BY THE BIDDERR

We (Name of the Bidder) here by represent that we have gone through and understood the Bidding Document (which is in two Parts) in Commercial Part (including Price)) and Technical Part and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting Master Index of Bidding Document as part of our Bid, duly signed and stamped on each page in token of our acceptance. We undertake that Commercial Part (including Price) and Technical Part of the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of above Parts of Bidding Document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.



We further confirm that we have indicated prices in Schedule of Prices/ SOR (Short Description), which is print out of Short Description of SORwith prices, considering detailed description of items given in Schedule of Rates (Detailed Description) including Summary of Price and submitted in Price Bid in separately sealed envelope. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Rates (with detailed tem description) which has been issued to us in CD (PDF File) or downloaded as per the Bidding Document.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

COMPANY SEAL: _____

NOTE: This declaration should be signed by the Bidder's representative who is signing the Bid.

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|---|---|---|-------------|---|
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FORM-K

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

Name of Work :

Bidding Doc. No. :

I/we hereby declare that :



- We are committed to elimination of child labour in all its forms.
- 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.
- 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.
- It is understood that if / We, either be for re award or during execution of Contract, commit at transgression through 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 execute do reexclude 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.
- 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 :

| | | | | |
|---|---|---|-------------|---|
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FORM-L

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. | | |
| <u>1. Vendor/ CONTRACTOR particulars:</u> | | |
| (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: | |
| <u>2. Bank Account Particulars:</u> | | |
| (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) | |

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|---|---|---|-------------|---|--|--|--|
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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) | Registered <input type="checkbox"/> Not Registered <input type="checkbox"/> Compounding <input type="checkbox"/> SEZ <input type="checkbox"/> |
| (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.



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|---|---|---|-------------|--|
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Name, Seal & Signature of Authorized Signatory for the Vendor with date

TO BE FILLED BY AUTHORISED BANKER OF THE VENDOR:

Certified that the Particulars as in Sr. No. 2 above are correct as per our records

Bank Seal & Signature with date

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|---|---|---|-------------|--|
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FORM-M1

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.**dated**..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and CONTRACTOR/s.



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

Section 1 - Commitments of the Principal

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

For "The Principal"

For "The Bidder/CONTRACTOR"

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

Section 2 – Commitments of the Bidder/CONTRACTOR

- (1) The Bidder / CONTRACTOR commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/CONTRACTOR will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/CONTRACTOR will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Bidder / CONTRACTOR will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / CONTRACTOR will not use improperly, for purposes of competition or personal gain, or pass on to others any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder / CONTRACTOR will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / CONTRACTOR will not instigate third persons to commit offences outlined above or be an accessory to such offences.

For "The Principal"

For "The Bidder/CONTRACTOR"

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

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



- (1) If the Bidder / CONTRACTOR has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / CONTRACTOR from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / CONTRACTOR can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

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

For "The Principal"

For "The Bidder/CONTRACTOR"

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- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / CONTRACTOR can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / CONTRACTOR shall compensate the principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / CONTRACTORs / SubCONTRACTORs



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

Section 7 - Criminal charges against violating Bidders / CONTRACTORs / SubCONTRACTORs

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

For "The Principal"

For "The Bidder/CONTRACTOR"

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Section 8 - External Independent Monitor / Monitors (three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

- (1) The Principals appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what 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 functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The CONTRACTOR accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the CONTRACTOR. The CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to SubCONTRACTORS. The Monitor is under contractual obligation to treat the information and documents of the Bidder / CONTRACTOR / SubCONTRACTOR with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the CONTRACTOR. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However the Independent External Monitor shall give an opportunity to the bidder / CONTRACTOR to present their case before making its recommendation to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

For "The Principal"

For "The Bidder/CONTRACTOR"

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|---|---|---|-------------|--|
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- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the CONTRACTOR 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other Provisions

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

For "The Principal"

For "The Bidder/CONTRACTOR"



(Name and Signature with Seal)

Place: Mangaluru

Witness 1: -----

Date: -----

Witness 2: -----

| | | | | |
|---|---|--|-------------|---|
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FORM-M2

FORMAT FOR FURNISHING AFFIDAVIT W.R.T. INTEGRITY PACT

FORMAT OF AFFIDAVIT

AFFIDAVIT OF..... S/o D/o , resident of
..... EMPLOYED AS WITH
..... HAVING OFFICE AT
..... PIN

I, the above named deponent do hereby solemnly affirm and state as under:-

- That I am the authorized representative and signatory of M/s**
- Bidding entity M/s _____ is not involved in any case of transgression in terms of Integrity Pact Submitted for tender No _____
- I depose accordingly,**

DEPONENT



VERIFICATION

I, the deponent above named, do hereby verify that the factual contents of this Affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at ----- on this ----- day of ----- 20 -----

DEPONENT

(on non-judicial stamp paper of appropriate value & duly notarized)

| | | | | | | | |
|---|---|---|-------------|---|--|--|--|
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FORM-N

FORMAT OF LETTER OF WAIVER

(ON LETTERHEAD OF BIDDER)

Name of Work: -----

Bidding Document No : -----

We *hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the tender documents of Tender no and all Addenda issued by MRPL.

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever thereto here to-before set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid submitted may be treated to conform in all respects, with the terms and conditions of the said tender documents including all Addenda.



We further hereby confirm that the price quoted in the price bid is as per the provisions of the tender document and there is no deviation to the provisions in the price bid.

****For & on behalf of**

Authorised signatory of Bidder

* Here fill in the name of bidder.

** The Letter of Waiver must be signed by the person(s) authorised to sign

| | | | | |
|---|---|---|-------------|---|
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FORM- P

(TO BE GIVEN ON BIDDER'S LETTER HEAD)

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

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._____which is submitting the accompanying 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 black list or holiday list declared by Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

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

In the case of a Partnership Firm:



We hereby declare that neither we, M/s._____, submitting the accompanying 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 Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

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

In the case of company:

We hereby declare that we have not been placed on any holiday list or black list declared by Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

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

| | | | | |
|---|---|---|-------------|---|
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It is understood that if this declaration is found to be false in any particular, Mangalore Refinery and Petrochemicals Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature of Bidder_____

Name of Signatory: _____

Place :

Date :

| | | | | |
|---|---|---|-------------|---|
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FORM- P1

We hereby declare that we have not been blacklisted by any Government Department/ Public Sector on date of submission of bid), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

For & on behalf of

Authorised signatory of Bidder

| | | | | |
|---|---|---|-------------|--|
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FORM-Q

(ON LETTERHEAD OF BIDDER)



We confirm that we are not involved in any Litigation or Arbitration.

OR

We confirm that the current litigation/ arbitration in which we are involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all contractual Obligations under contract are performed.

For & on behalf of

Authorised signatory of Bidder



| | | | | |
|---|---|---|-------------|---|
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FORM-R



STATEMENT OF CREDENTIALS

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

| Sl. 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 | Address on which Order /LOA to be placed | |
| 12 | Name of Directors/ partners / Proprietor (as The case may be) with address & Telephone No.(s). | |
| 13 | Permanent Income Tax No. | |
| 14 | Last Income Tax Clearance (Attach Photocopy) | |
| 15 | Name of Bankers & Branch with full address | |
| 16 | Type of Account & A/C No. | |
| 17 | Name (s) of Authorized 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. | |
| 18 | Type of job in which engaged as independent manufacturer CONTRACTOR | |

| | | | | |
|---|---|---|-------------|---|
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| Sl. No. | Particulars | Details |
|---------|--|---------|
| 19 | 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 (Nationalized) as per Bank's Format). | |
| 20 | Were you associated with MRPL in any Other contract in the past | |
| 21 | Are you currently having any contract with MRPL | |
| 22 | 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. | |
| 23 | Please confirm that you have qualified/ trained / experienced staff on your payroll to handle this job | |
| 24 | Furnish Audited Balance sheet for last 3 Years ending previous financial year | |
| 25 | Details of technical collaboration. Please provide Documentary support (Xerox copies) if any and the brief experience of the parties | |
| 26 | Confirmed that Bank Guarantee for acceptance of the Security Deposit as per tender will be provided | |
| 27 | Brief Description of the job methodology/Quality Assurance: | |
| 28 | Details of Testing methods and equipments that will be made available | |
| 29 | Details of your Past Experience in the country (India) in this nature of job. | |
| 30 | Whether the bidder is put on Holiday list of any of the PSU. (If sought later, an affidavit to be produced later to MRPL.) | |



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|---|---|---|-------------|--|
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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)

| | | | | |
|---|---|--|-------------|---|
| Plant MRPL Mangalore | Client MRPL | Contract Code WSS for PFCC Flue Gas | Document ID | |
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FORM-S

DECLARATION FOR LIQUIDATION/COURT RECIEVERSHIP
(ON LETTERHEAD OF BIDDER)

We confirm that we are not under Liquidation, Court Receivershipor Similar Proceedings.

For & on behalf of

Authorised signatory of Bidder

| | | | | |
|---|---|---|-------------|---|
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FORM T

PRO FORMA CERTIFICATE OF ENDORSEMENT OF FEED DOCUMENTS

(ON LETTERHEAD OF BIDDER)

Name of Work:

Bidding Document No :

We, declare that:

We have read carefully all of the FEED documents forming part of the Tender and are satisfied with the quality, quantity and degree of detail of these FEED documents.

We confirm that the said FEED documents have been checked by ourselves and found clear of any errors, omissions, deficiencies, inaccuracies, contradictions, ambiguities and/or discrepancies of whatever nature. However, in the event, any errors, omissions, deficiencies, inaccuracies, contradictions, ambiguities and/or discrepancies are found existing in the FEED documents, provision has been made by us for rectification of any such errors, omissions, deficiencies, inaccuracies, contradictions, ambiguities and/or discrepancies whether or not these have been formally notified to PMC/OWNER during the Tendering period. PMC/OWNER's decision shall be final and binding on the rectification of any such errors, omissions, deficiencies, inaccuracies, contradictions, ambiguities and/or discrepancies.

We confirm that, we therefore endorse the FEED documents and accept full technical and commercial responsibility associated with said FEED documents and thereby accept the same responsibility to OWNER in respect of them as if we had prepared such FEED documents ourselves.



We confirm that the said FEED documents together with other documents of the Tender are perfectly suitable as a sound basis for submitting a lump sum bid against the subject Tender and for subsequent execution of the work without recourse to any schedule or price implication, and we commit ourselves not to question them at any time. We hereby waive any right of recourse, whatsoever, in respect thereof against OWNER.

Place:

Date:

Signature of Bidder:

Name of Signatory:

| | | | | |
|---|---|---|-------------|---|
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UNDERTAKING BY THE BIDDERS

(ON LETTERHEAD OF BIDDER)

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

- Tender Document(s)
- Scope of Work / Special Conditions of Contract
- Safety Policy
- Pre-bid meeting Minutes (if any)
- SOR / Price bid format
- 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.