

TENDER NO. 3000004139 DT. 08.11.2013



TENDER DOCUMENT

PUBLIC TENDER NO. 3000004139 DATED 08.11.2013

PROCUREMENT OF CR COILS (BODY COIL - 1200 MT and END COIL - 590 MT)

SALE OF TENDER FROM 08.11.2013 TO 28.11.2013

LAST DATE OF SUBMISSION OF OFFER : 29.11.2013 UPTO 15.00 HRS.

BID OPENING DATE : 29.11.2013 AT 15.30 HRS.

All vendors are required to read these conditions carefully and return one set duly signed by them as token of having read, understood and accepted the conditions, along with information called for by MRPL

INSTRUCTIONS TO VENDOR

Brief Description of the requirement	Procurement of CR Coils (Body Coil - 1200 MT and End Coil - 590 MT)
Tender fee shall be enclosed with the technical bid by way of DD, in favour of MRPL, Mangalore time	Rs. 1100/ - NSIC/PSU are exempted (necessary document is to be submitted)
Sale of Tender Document	From 08.11.2013 to 28.11.2013
Pre Bid Conference	NA
Last date / Time for bid submission	Till 29.11.2013 @ 15.00 hrs
Date / Time of Technical Bid Opening	On 29.11.2013 @15.30 hrs
Earnest Money Deposit (EMD). EMD shall be enclosed with the technical bid by way of DD / BG, in favour of MRPL, Mangalore	EMD : Rs. 13,37,500/- NSIC/PSU are exempted (necessary document is to be submitted) Please super-scribe on envelope "Tender fee & EMD for Public Tender no. 3000004139 for CR Coils"
Delivery Period	Body Coil - 600 MT and End coil - 300 MT Within 30 days from the date of PO Balance Qty should be supplied during the First week of February 2014

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Bidder should submit the offer in two parts i.e. Technical bid and Price bid in a sealed cover super-scribing the Tender no. :

PART - I : Technical Bid with commercial Term

a) Vendor shall submit the technical bid in a sealed cover super-scribing the Tender number and Bid closing date . Bidders are required to serially number all the pages being updated by them as part of submission to the Technical bid. Such numbering shall include, Covering letter, Tender Fee, EMD (**BG or DD**) **drawn in favour of MRPL Mangalore**, Technical specifications, items list being offered, documents as mentioned in the Pre- Qualification Criteria, Integrity Pact, Compliance or Deviation statements, etc as applicable to this tender and create an Index Page with headings and corresponding page numbers. In addition to this, all pages of the Tender Documents issued by MRPL shall be signed on all pages and to be uploaded in the system.

Part - II : Price bid

b) **Price bid** shall be sent in a separate sealed cover and all the pages are serially numbered and signed on all pages. **In case, PRCE BID or Rate is in the Technical bid , the entire bid will be rejected.**

Offer should be received to :

**Sr. Manager (Materials),
Material Department,
Post Kuthethoor, Mangalore- 575 030**

ON or Before the bid closing date and time. Offer without Tender Fee & EMD will be rejected.

Pre Qualification Criteria (PQC)

- The bidder should be a steel manufacturer. (Not a Trader or Dealer)
- Bidder should have executed CR coil supply to similar industries with single order during last three years ending last day of the month previous to the one in which tenders are invited should not be less than Rs. 1.81 Crores. Proof of the same is to be provided along with technical bid.
- Relevant documentary proof of Purchase order copies and completion certificates shall be enclosed with bid.

Bid Evaluation Criteria (BEC)

- Bidder Should accept the technical specification IS 513:1994 along with MRPL Technical specification for cold rolled low carbon steel sheets (Ref spec 8901-513-001 & 002). No deviations shall be permitted.
- Techno-Commercially acceptable bids will be evaluated on L-1 basis, i.e. lowest landed cost to MRPL.

REJECTION CRITERIA :

- a. Non adherence to technical / commercial terms and incomplete bids and bids in deviation to tender conditions are liable for rejection.
- b. Vendor should submit the Integrity Pact along with Technical Bid duly signed on all pages and if not signed, the offer is liable for rejection.

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1. DEFINITIONS:

The following expressions used in the Tender Enquiry shall have the meaning indicated against each of these:

The "OWNER" means Mangalore Refinery & Petrochemicals Limited a company incorporated in India having its registered office at Mangalore, Karnataka and shall include its successors and assignees.

"Goods / Materials": Goods and/or materials shall mean any of the articles, materials, machinery, equipments, supplies drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete to the order.

"Vendor / Bidder / Party": Vendor / Bidder / Party shall mean the Person, firm or corporation to whom this Tender Enquiry is issued.

"Contractual Delivery Date": Contractual Delivery Date is the date on which goods shall be delivered F.O.R MRPL / destination in accordance with the terms of the Tender enquiry. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.

The "Engineer-In-Charge" (EIC) shall mean the Engineer or other officer of the OWNER, Consultant or other organization for the time being nominated by the OWNER in writing to act as Engineer-in-charge for the purpose of the contract or any specific work.

The "Specification (s)" shall mean the various specifications, drawings etc set out in the specification(s) forming part of the tender document (s) and as referred to and derived from the contract and any order(s) or instrument(s) there under, and in the referred to and specifications as aforesaid covering any particular supply or part or portion thereof, shall mean the specification(s) and codes of the Bureau of Indian Standards and other Organizations, including but not limited to British Standards Institution, ASTM, ASME, ANSI, API, IBR etc with such modifications as may be applicable for the particular and industry practices and /or directed by the Engineer-in Charge.

2. GENERAL GUIDELINES

Tender should be submitted in the prescribed form furnished by the company only and as given in this Tender Document.

- a. Every vendor must quote strictly in accordance with the conditions and specifications prescribed by MRPL in this tender document. Special conditions of vendor (if any) submitted along with the tender documents by the vendor shall be null and void to this Tender, in case they are in conflict with any of our terms and conditions.
- b. 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 vendor.
- c. 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.
- d. All vendors are required to read these conditions carefully and return one set duly signed by them as token of having read, understood and accepted the conditions, along with information called for by MRPL.
- e. The vendor or their representative with necessary authorization letter can be present during the technical bid opening.
- f. Company will not be responsible for loss or late /non-receipt of tender documents.

3. LANGUAGE AND SIGNING OF BID

The bid prepared by the vendor and all correspondence and documents relating to the bid exchanged by the vendor and MRPL shall be written in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation

of the relevant passages in English, in which case, for purpose of interpretation of the bid, the translation shall prevail.

4. COST OF BIDDING

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

5. BID CURRENCIES (APPLICABLE FOR FOREIGN VENDORS ONLY)

The Bidders are to quote firm prices. They may bid in any currency (including Indian rupees). Payment will be made accordingly. Currency once quoted will not be allowed to be changed.

6. BID CURRENCIES (APPLICABLE FOR INDIGENOUS VENDORS ONLY)

Bidders should quote firm prices in Indian rupee only. Prices quoted in any other currency shall not be considered.

7. PRICE

Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire Purchase order, even though it might be necessary for the Purchase order execution to take longer than the delivery period specified in the Purchase order.

7a. FOR INDIGENOUS SUPPLY

- a. Inclusive / Exclusive of adequate road worthy packing and forwarding charges up to effecting delivery at F.O.T. dispatch point in all cases. Freight up to MRPL, Mangalore shall be fixed on Lump sum basis and firm throughout the period of the contract and shall be mentioned separately.
- b. Inclusive / Exclusive of Central Sales Tax, Excise Duty and or such imposed which are leviable by law on sale of finished goods to owner and or octroi duty if any leviable at destination project site. The nature and extent of such levies shall be shown separately alongwith Technical Bid under 'Commercial Terms'. Vendor shall submit, "Duplicate for Transporter copy of Invoice" /relevant documents for availing CENVAT / STATEVAT benefits. Benefit of CENVATABLE Excise Duty / SATETVAT will be considered in Bid evaluation.
- c. Any new taxes/ levies/ charges imposed shall be to MRPL A/c.

7b. FOR IMPORTED SUPPLY

Inclusive/ Exclusive of adequate Air / Sea worthy packing and forwarding charges up to effecting delivery Air / Sea port at F.O.B. dispatch point (Incoterm 2000) in all cases (FOB Basis.) Air / Sea freight charges up to Mumbai or Bangalore (preferred) Airport/ Sea port- Navaseva Mumbai (India) respectively shall be indicated in the offer. Vendor can submit their offer CIP/CIF basis also.

8. BANK CHARGES / STAMP DUTIES / TAXES

- a. All bank charges (including charges for confirmation of letter of credit if required by seller) and stamp duties payable in seller's country in connection with the payment to be made under this purchase order shall be borne by the vendor. All bank charges and stamp duties payable in India shall be borne by the purchaser.
- b. All bank charges, taxes, duties and levies of any kind that may be payable up to the stage of putting the materials in F.O.B position shall be borne by the vendor.
- c. All taxes and duties payable in India on the materials shall be payable by the purchaser.

9. CUSTOMS CLEARANCE & CUSTOMS DUTY

Import customs clearance for foreign vendor towards supply of complete equipment under this contract shall be carried out by MRPL and all shipping documents should be drawn in the name of MRPL. Customs duty & other statutory charges shall be paid by MRPL. The estimated cost towards customs clearance & all other statutory charges / incidental charges will be taken into account for the evaluation of the landed cost.

10. TRANSIT RISK

Transit Risk insurance shall be covered by the Owner unless otherwise specified. The vendor shall advise the dispatch particulars to the buyer and Insurance Company specified in the Purchase Order immediately after shipment.

Insurance against all marine and transit risk on warehouse-to-warehouse basis shall be covered under the Owner's marine policy. However, the vendor shall ensure that in effecting shipments, clear Bill of Lading are obtained and carrier's Responsibility is fully retained on the Carriers so that the consignee's interest are fully secured and are in no way jeopardize.

11. PRICE PREFERENCE / PURCHASE PREFERENCE:

1. Owner / Consultant reserves the right to Purchase / Price preference to Small Scale Enterprises (SSI) units registered with NSIC as admissible under the existing policies of the Government of India.
2. The domestic manufacturers of goods supplied to projects under International Competitive Bidding (ICB) would be accorded a price preference as per relevant Government instructions issued from time to time.
3. Situation where preference not granted to Small Scale Units.
 - Where the Small Scale Unit had succeeded in securing orders for same items, in competition (i.e. without price preference) with the large-scale units during preceding 12 months. For this purpose SSI units will require to give a declaration in writing in case they have obtained orders on the above lines.
 - Where Small Scale Unit is lowest for some items without price preference and lowest for other items with price preference (in such case, order for items where SSI is lowest with price preference will be placed only if SSI matches the rates with lowest delivered rates for those items).
 - Where competition is amongst Small Scale Units alone.
 - Where the items are exclusively reserved for purchase from the Small Scale Units.
 - Where tenders are received from both Small Scale and Large Scale Units, and the lowest offer is from the Small Scale Unit and its capacity is more than sufficient to meet the requirement
 - Where the value of the tender exceeds the value limit given in the certificate produced by the SSI Unit or where the certificate does not cover the commodity tendered for.

12. INTEGRITY PACT:

Integrity Pact documents shall be signed in all the pages by the signatory of the vendor, who signs the bid, and returned with the techno-commercial bid. Offer of those vendors who do not attach the Integrity Pact duly signed shall be summarily rejected without any further reference to the vendor.

13. OFFER VALIDITY:

Offer shall be valid for a period of 90 days from the due date of submission of Priced & Un priced offer. Necessary extension shall be sought within the validity period in case of any extension is required at that stage.

14. DELIVERY PERIOD :

As mentioned in the Instructions to vendor.

15. EARNEST MONEY DEPOSIT (EMD): Rs. 13,37,500/-

An EMD of value mentioned above shall be submitted by way of BG or DD valid for 120 days from the date of bid closing, drawn in favour of MRPL, Mangalore to be sent directly to Sr. Manager (Materials), Material department, post Kuthethoor, Mangalore - 575030 before bid closing date and time. For unsuccessful vendors, the EMD will be refunded within 10 (ten) days of finalization of tender. For successful bidder EMD shall be released once Security Deposit is submitted. EMD will be forfeited in case of:

- i. Failure of the bidder to honor their offer.
- ii. Withdraw their offer before expiry of validity period.
- iii. Inability to perform satisfactorily after receipt of order in case of successful bidder.

No interest is payable on EMD. Firms registered with NSIC are exempted from EMD, for which documentary evidence is to be submitted along with technical bid. EMD for PSU (Public Sector Unit) is exempted.

Tender will be summarily rejected under following circumstances

1. EMD submitted in form of cheque.
2. The name of tender mentioned in the BG is different from the tender for which bids have been invited.
3. The firm on whose behalf the BG has been furnished is different from the bidder.
4. The EMD is not of prescribed value.

16. DEADLINE FOR SUBMISSION OF BIDS:

The bid must be received by MRPL at the address specified in the Invitation for Bids not later than 15.00 hours Indian Standard Time (IST) on the notified date of closing of the Tender.

17. LATE BID

The vendors are advised in their own interest to ensure that bid reaches at the address specified well before the closing date and time of the bid. Any bid received after dead line for submission of bid, will be rejected.

18. CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

MRPL has to finalize its purchase within a limited time schedule. Prospective vendors are advised to ensure that their bids are complete in all respects and confirm to MRPL's terms, conditions and Bid Evaluation Criteria of the tender. Bids not complying with MRPL's requirement may be rejected without seeking any clarification.

19. EXAMINATION OF BID

MRPL will examine the bids to determine whether they are complete, whether any computational error have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. MRPL will determine the conformity of each bid to the bidding documents. Bids falling under the purview of "Rejection Criteria" of the Bid Evaluation Criteria of the bidding document will be rejected.

20. MRPL'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS

MRPL reserves the right to reject, accept or prefer any bid and to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected vendor (s) or any obligation to inform the affected bidder or Bidders of the ground for MRPL's action. MRPL also reserves to itself the right to accept any bid in part or split the order between two or more vendors.

21. SPECIFICATION

The Bidder must note that its bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not confirm to the required specifications indicated therein. The lowest bid will be determined from those bids, which are in full conformity with the required specifications.

22. MODIFICATION & WITHDRAWAL OF BID

No Bid may be modified after the deadline for submission of Bids

23. UNSOLICITED POST TENDER MODIFICATION

Unsolicited post-tender modification will lead to straight away rejection of the offer.

24. EVALUATION AND COMPARISON OF BID

Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria.

25. CONVERSION TO SINGLE CURRENCY (APPLICABLE FOR FOREIGN BIDDERS ONLY)

To facilitate evaluation and comparison, MRPL will convert all bid prices expressed in the amounts in various currencies in which bid prices are payable utilizing the currency, source and date of exchange rate specified in the Bid Evaluation Criteria

26. CONTACTING MRPL

No Bidder shall contact MRPL on any matter relating to its bid, from the time of the opening till the time the contract is awarded.

27. NOTIFICATION OF AWARDS (NOA)

- a. Prior to the expiration of the period of bid validity, MRPL will notify successful Bidder in writing that its bid has been accepted.
- b. The notification of award will constitute the formation of the contract.
- c. Upon the successful Bidder's furnishing performance security, MRPL will promptly notify each unsuccessful bidder and discharge their bid securities

28. AWARD OF CONTRACT

The purchaser will award the contract to the successful vendor whose bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid.

29. REFERENCE FOR DOCUMENTATION:

In the event of an order is being released, the order number must appear on order confirmation, correspondence, drawings, and invoices, shipping documents, packing and on any other documents or papers connected with the Purchase order.

30. CONFIRMATION OF PURCHASE ORDER:

In the event of an order, the Vendor shall acknowledge the receipt of the Purchase order within ten days by mailing Purchase order and shall thereby confirm his acceptance of the Purchase Order without any exceptions. This acknowledgement will bear on both purchase order and General Purchase Conditions.

31. INSPECTION /CHECKING/ TESTING: As per Technical Specification. However,

In addition to any test conducted by the vendor under the contract or any applicable codes or standards, the material(s) shall be subject to inspection and /or testing by inspector(s) (including Third Party Inspector (s)) at any time prior to shipment and /or dispatch and to final inspection within a reasonable time after arrival at the site. The inspector (s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual dispatch before and / or after completion of packing.

Unless otherwise specified in the contract the inspection shall be carried out as per the relevant standards/ scope of inspection provided alongwith the Tender Enquiry/ Purchase Order. All charges for Third Party Inspectors shall be borne by the vendor and MRPL shall reimburse these charges at actual against documentary proof of payment (limited to amount indicated in the contract towards third party inspection) unless such inspection has become in fructuous for any cause.

Even if the inspection and test are fully carried out, the vendor shall not be absolve from its responsibilities to ensure that the material(s), raw materials, components and other inputs are supplied strictly to confirm and comply with all the requirements of the contract at all stages, whether during manufacture and fabrication or at the time of delivery as on arrival at site and after its erection or star up or consumption and during warranty period. The inspections and test are merely intended to prima facie to satisfy OWNER that the material (s) and the parts and components comply with the requirements of the contract.

OWNER may, at its own expense, have its representative(s) witness any test or inspection. In order to enable Owner's representative(s) to witness the test/ inspections, the vendor shall notify MRPL at least 15 days in advance, of the schedule of all inspection hold points prior to the initiation of equipment fabrication.

The vendor's responsibility shall also not anywise reduced or discharges because MRPL or MRPL's representative (s) or inspector (s) shall have examined or commented on the vendor's drawings or specifications or shall have witnessed the test or required any chemical or physical or other test or shall have stamped or approved or certified any material(s).

32. EXPEDITING:

Owner / Owner's representative have been assigned to expedite both manufacture and shipment of equipment and materials covered by the Purchase Order. The Owner/Owner's representatives shall have free access to

vendor's shop and / or sub-suppliers shop at any time and they shall be provided all the necessary assistance and information to help them perform their job.

33. WEIGHTS AND MEASUREMENTS

The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weight and measurements as giving the Owner's Purchase Order.

34. SPARE PARTS

The vendor must furnish itemize and priced list of spare parts required for (as specified in Technical Specification) operation of the equipment. The vendor shall provide the necessary cross sectional drawings to identify the spare parts numbers and their location as well as inter-changeability chart.

35. CONTROL REGULATIONS

In the event of an order, the supply, dispatch and delivery of goods shall be arranged by the Vendor in strict conformity with the statutory regulations including provisions of Industries (Development Regulation) Act 1951 and any amendment thereof as applicable from time to time. The Owner disowns any responsibility for any irregularity or contravention of any of the statutory regulations in manufacture or supply of the stores covered by the Purchase order.

36. PACKING AND MARKING

All equipment/materials shall be suitably packed in weather proof, Airworthy/seaworthy packing for ocean transport under tropical conditions and for rail and road or other appropriate transport in India. The packing shall be strong enough to ensure safe perseverance up to the final points of destination.

Equipment/Materials shall be protected by suitable coat of paint and all bright parts protected from rust by application of rust preventive as may be necessary. All machinery surfaces shall be suitably protected.

All drangle and all exposed parts will be packed with care and the packages shall bear the words: "HANDLE WITH CARE GLASS. FRAGILE' DON'T ROLL. THAT END UP. THIS END DOWN". To be indicated by arrow.

A distinct color splash in say red-black around each package/crate/bundle shall be given for identification. All pipes and sheets shall be marked with strips bearing progressive number.

In case of bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.

For bulk uniform materials when packed in several cases progressive serial numbers shall be indicated on each case.

All nozzle holes and openings as also all delicate surfaces shall be carefully protected against damage and bad weather. Flange Faces of all nozzles shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint.

All threaded fittings shall be greased and provided with plastic cap. All small pieces shall be packed in cases.

The vendor shall be held liable for all damages or breakage to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient greasing/protection.

On three sides of the packages, the following marks shall appear clearly visible in indelible paint and on Vendor's care and expenses.

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M/S. MANGALORE REFINERY AND PETROCHEMICALS LIMITED, MUDAPADAVU, P.O. KUTHETHOOR, VIA. KATIPALLA, MANGALORE - 575030, KARNATAKA, INDIA.

From: (Vendors Name)

To: M/s. Mangalore Refinery and Petrochemicals Ltd., Mudupadavu, P.O. Kuthethoor, Via. Katipalla, Mangalore - 575030 (Karnataka)- India.

Order No.

Date:

Item:

Equipment Nomenclature:

Net Weight

Kgs.

Gross Weight

Kgs.

Case No.

of

Total Cases.

Dimensions:

Import License No.

Note: Marking shall be bold (minimum letter height 5 cms)

For every order and every shipment packages must be marked with serial progressive numbering. All packages will bear warning signs on the outside denoting the center of gravity and sling marked Packages that require special handling and transport should have their centers of gravity and points at which they may be gripped clearly indicated and marked "Attention Special Load Handle With Care" in English Language. Any other direction for handling shall also be clearly indicated on the package.

Top Heavy containers will be marked either Top Heavy or Heavy ends.

When packaging material is clean and light colored dark black stencil paint shall be acceptable. However, where packaging material is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before applying the specific markings.

In case of large equipment like vessels, heat exchangers, etc. documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign "documents" applied with indelible paint.

37. VAGUE & INDEFINITE EXPRESSIONS

Bids Qualified vague and indefinite expressions such as "Subject to Availability" will not be considered.

38. SHIPMENT AND SHIPMENT NOTICES

The vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. As soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message, giving particulars of the shipment, vessels name, port of shipments, Bill of Lading number and date, total FOB and freight value with confirmation copies by post.

39. SHIPPING

All shipment of materials shall be made by first class direct vessels. The Foreign Supplier shall arrange with vessels owners of Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate the handling and off loading at the port of destination and to avoid any over carriage at the port of discharge. All shipments shall be under deck unless carriage on deck is unavoidable.

The bills of lading should be made out in favour of GGM (MATERIALS & IS), Mangalore Refinery and Petrochemicals Limited, Mangalore - 575 030 (INDIA).

All columns in the body of the Bill of Lading namely marks and numbers, material description, weight particulars, etc. should be filled in accurately and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount, etc. Clearly and separately and the net total freight payable shown at the bottom.

40. SHIPPING DOCUMENTS

All documents viz. Bill of Lading, Invoices, Packing List, Freight Memos, and Country of origin certificate. Test certificate Drawings and Catalogues should be in English language.

In addition to the Bill of Lading which should be obtained in 3 stamped original plus as many copies as required, invoices, packing lists, freight memos (if the freight particulars are not shown in the bills of lading). Country of origin certificate, test / composition certificate shall be made out against each shipment as specified in the Order. The bill of lading, invoice and packing list specifically must show uniformly the Marks and numbers, contents case wise, country of origin, consignees name, port of destination and all other particulars as indicated under Clause 39. The invoice must show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars, actual contents in each case, net and gross weight and dimensions and the total number of packages. The Vendor's authorized representative should duly sign all documents.

41. TRANSMISSION OF SHIPPING DOCUMENTS

Foreign supplier shall obtain the shipping documents in three complete sets of original stamped copies of the bill of the lading as quickly as possible after the shipment is made and airmail as shown below so that they are received at least three weeks before the Vessels arrival. Foreign supplier shall be fully responsible for any delay and / or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

42. DESPATCH INSTRUCTIONS

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

Group General Manager (Materials)
Mangalore Refinery & Petrochemicals Limited,
Kuthethoor P.O., Via Katipalla,
Mangalore- 575030 (Karnataka) - India.
Phone : + 91 824 2882204
Fax : + 91 824 2271239

Goods shall be dispatched by the most economical and expeditious mode of transport to the destination as applicable for respective mode of dispatch.

43. INVOICING & NEGOTIATION OF DOCUMENT

In the event of an order, invoice and other documents such as RR, GC Note and Delivery Challan etc., (in case of imported shipment Bill lading / Air Way Bill, Invoice, Packing list, Country of Origin etc) as hereunder.

- Original + 2 copies to

For imported supplies dispatch documents shall be forwarded as below:

Notify no: 1
CARGO PLACEMENT & SHIPPING AGENCIES,
227, Sahar Cargo Estate,
Near Bombay Cambridge School,
J B Nagar, Andheri [E],
Mumbai

Notify no: 2
GROUP GENERAL MANAGER (Materials)
Mangalore Refineries Limited
Kuthethoor P.O, Via Katipalla
Mangalore - 575 030
Karnataka State
Tel : +91 824 2882205
Fax : +91 824 2271239
Email : sanjay@mrplindia.com

44. WARRANTY / PERFORMANCE

The manufacturer warrants that everything supplied hereunder is unused and shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the type ordered and in full conformity with the specifications, drawing or samples, if any, and operable, operate properly. This warranty shall survive inspection of, the payment for, and acceptance of the goods but expire after **18 (Eighteen)** months from the date of supply or **12 (Twelve)** months from the date of Installation whichever is earlier.

Vendor shall also guarantee operating conditions as per the order/specification. Vendor shall undertake to carry out all corrections required to ensure performance of the machine, in case of non-achievement of the operating conditions.

The vendor further undertakes to replace any material(s) if found not to conform to the warrantee aforesaid at any time during warranty period applicable thereto. MRPL shall give notice of the defect to the vendor and of the rejection of the defective material(s).

If the defect can be rectified or repaired without diminishing the quality, utility, efficiency or life of the material(s) (of which MRPL shall be the sole judge), instead of outright rejection of the material (s) MRPL may at its discretion permit the vendor to rectify the defect(s) within a period to be specified by MRPL in this behalf in the notice. Should the vendor fail to take action satisfactory to MRPL to rectify the defect(s) within the period specified, MRPL may at its option, at the risk and cost of the vendor in all respects, rectify or repair or cause to be rectified or repaired the defect(s) either by itself or through any other sources or agency, or to reject the defective material(s).

Should MRPL, notwithstanding the endeavor to do so be unable to rectify or repair or get rectified or repaired the defect(s) within a reasonable time, MRPL may notwithstanding such endeavor reject the defect material(s).

The vendor shall repair, rectify, and /or replace as the case may be, the defective and rejected material(s) without entitlement to any extra payment. The vendor shall at its own risk and cost remove any rejected material(s) from the site and in case of plant, machinery, equipment, parts or components which have been installed, cause the same to be dismantled and removed from the site subject to prior written approval of MRPL as the case may be.

The vendor shall not without the prior written consent of MRPL utilize any rejected material(s) in the re-supply.

Should the vendor fail to dismantle and / or remove any rejected material (s) from the site within time schedule specified by MRPL in the notice of rejection, MRPL will either return the material (s) to the supplier or dispose them off at the supplier 's risk and cost. The purchaser shall also be entitled to recover handling and storage charges for the period, during which the rejected material(s) are not removed, @5% of the value of material(s) for each month or part of a month till the rejected material(s) are finally disposed off.

The time taken for the repair, rectification or replacement of material(s) will not be added to the stipulated delivery date for the purpose of calculating price discount/ LD clause etc and delivery of such material(s) shall be date of delivery of the repaired, rectified or replaced material(s).

45. SECURITY DEPOSIT

Successful bidder is required to submit Security deposit @ 5% of the POvalue by way of a Demand Draft drawn in favour of M/s. Mangalore Refinery and Petrochemicals Limited, payable at Mangalore or Bank guarantees shall also be accepted in place of Demand Draft within 15 days of receipt of Contract valid till the completion period of supply. The security deposit shall be forfeited in case the vendor fails to execute the order as per the tender conditions. The vendor shall confirm his acceptance of security deposit at the time of submitting the offer as per tender conditions. Offers without confirmation of security deposit will be summarily rejected.

46. TERMS OF PAYMENT : 100% within 15 days after receipt and acceptance of material at site

47. RESPECT FOR DELIVERY DATES

Time of delivery as mentioned in the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the owner. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery. Wherever delivery period is not expressly stated, it shall be construed as seven days from the date of placing the Purchase order. The Owner reserves the right to defer the period of delivery in writing.

48. LIQUIDATED DAMAGES

Liquidated Damages (LD) will be applicable @ 0.5% of the contract/Purchase Order per week or part thereof for delay in supplies subject to a maximum ceiling of 5% of Purchase Order/contract value. LD will be imposed on the cost of contract price of delayed supplies, except however, where in the judgment of MRPL the supply of partial quantity does not fulfill the operating need, LD will be imposed on full value of the Purchase Order.

For the purpose of LD, date of dispatch at FOB Port (Air Way Bill/Bill of lading) is considered as delivery date for imported consignments. For the purpose of LD, date of receipt of material at MRPL, Mangalore site is considered as delivery date for Indigenous consignments.

Non Acceptance of Liquidated Damages:

If the technically and commercially acceptable bidders are 3 or more, offers of other bidders, if any, who are taking deviation in commercial terms, shall be rejected though they are technically acceptable. However, if this tender result in less than 3 technically and commercially acceptable offer, then the offers of those bidders who are technically acceptable, but have taken deviation only in liquidated damages clause, shall be considered after suitable loading for evaluation purpose as detailed below

5% of the quoted basic price shall be added to the landed cost for evaluation purpose.

49. PART ORDER / REPEAT ORDER

Vendor hereby agrees to accept part order at owner's option without any limitation whatsoever and also accept repeat order(s) during a period of six months from the date of original purchase order on same unit prices, terms and conditions.

50. SALES CONDITIONS

In the event of an order and with Vendor's acceptance of provisions of the Order, he waives and considers as cancelled any of his general sales conditions.

51. INCOME TAX LIABILITY

The vendor will have to bear all Income Tax liability both Corporate & Personal Tax

52. COMPLETE AGREEMENT

The terms and conditions of this Tender Enquiry shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Owner and the Vendor.

53. DELAYS DUE TO FORCE MAJEURE:

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

obligation under the contract is prevented or delayed by reasons of any such event for period exceeding 60 days either party may at its option terminate the contract.

54. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the Vendor at his/its own expense and risk within the time allowed by the Owner. The Owner shall be at liberty to dispose off such rejected goods in such manner as he thinks appropriate in the event the vendor fails to remove the rejected goods within the period as aforesaid. All expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the Owner. If any, on the inward journey of the rejected materials shall be reimbursed by the vendor or the owner before the rejected materials are removed by the Vendor. The Vendor will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment. If so required by the Owner. The time taken for replacement in such event will not be added to the contractual delivery period.

55. RECOVERY OF SUMS DUE:

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

56. NON-WAIVER:

Failure of the Owner / Procurement Coordinators / consultants to insist upon any of the terms or conditions incorporated in the Tender enquiry or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed to waiver of any right of the Owner Procurement Coordinators / Managers to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by Procurement Coordinators / Managers act as waiver of the terms hereof.

57. NON ASSIGNMENT:

The Vendor shall not assign the Purchase Order to any other agency without obtaining prior written consent of Owner.

58. CHANGES:

In the event of an order, the Owner has the option at any time to make changes in quantities ordered or in specification and drawings. If such changes cause an increase or decrease in the price or in the time required for supply, an equitable adjustment under this provision must be finalized within 10 days from the date when the change is required.

59. MODIFICATIONS:

The Owner shall have the right to make technical changes or modifications in the technical documents / specifications comprised in the Purchase Order. The Vendor shall comply with such a written request or make alternative suggestion. Any such changes or modifications shall be at the cost, if any, of the Owner. As soon as possible after receipt of the written request for changes, Vendor shall furnish in writing to the Owner, an estimate of cost for the changes and modifications. On receipt of Owner's written authorization, the Vendor shall promptly proceed with the changes/modifications

60. PATENTS AND ROYALTIES:

On acceptance of this order, the vendor will be deemed to have entirely indemnified the Owner's Representative from any legal action or claims regarding compensation for breach of patent rights which the vendor deems necessary to apply for manufacturing the ordered equipment and / or materials or which can in any way be connected in the manufacture.

61. PERMITS AND CERTIFICATES

The vendor shall procure, at its expense, all necessary permits, certificates, and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and the Vendor further agrees to hold the Client and the Purchase harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances, or other rules.

62. VENDOR'S DRAWINGS AND DATA REQUIREMENT

The vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the bid document and of the Vendor's drawing and data from attached to the Purchase Order and as called for in the Clause 8 viz. Expediting above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all-purpose including settlement of payment since the said submissions are an integral part of Purchase Order execution.

63. TECHNICAL INFORMATION

Drawings, specifications and details shall be the property of the Owner and shall be returned by the Vendor on demand. The Vendor shall not make use of drawings and specifications for any purpose at any time save and except for the purpose of the Owner. The Vendor shall not disclose the technical information furnished to or gained by the Vendor or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the vendor by the Owners shall at all times remain the absolute property of the Owner.

64. SERVICE OF VENDOR'S PERSONNEL

Upon three weeks advance notice, the Vendor shall depute the necessary personnel to India for supervision of erection and start up of the equipment and train Owner's personnel for the operation and maintenance of the equipment, if required by the owner. The terms and conditions for the services of the vendor's personnel shall be indicated in the quotation itself.

65. CANCELLATION:

In the event of an order, the Owner reserves the right to cancel the Order or any part there of and shall be entitled to rescind the contract wholly or in a written notice to the vendor if :

- A. [The vendor fails to comply with the terms of the Purchase Order.](#)
- B. The Vendor fails to deliver the goods on time and or replace the rejected goods promptly.
- C. The Vendor becomes bankrupt or goes into liquidation.
- D. The Vendor makes a general assignment for the benefit of creditors.
- E. A receiver is appointed for any of the property owned by the vendor.

Upon receipt of the said cancellation notice, the Vendor shall discontinue all work on the Order and matters connected with it.

The Owner in that event will be entitled to procure the requirement in the open market and recover the excess payment over the Vendor's agreed price, if any, from the Vendor's reserving to itself the right to forfeit the security deposit, if any made by the Vendor against the contract.

The vendor is aware that the Owner requires the said goods for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the Owner. In this event of the Owner exercising the option to claim damages for non-delivery other than by way of difference between the market price and the contract price, the Vendor shall pay to the Owner the fair compensation to be agreed upon between the Owner and the Vendor.

The provision of this clause shall not prejudice the right of the Owner from invoking the provisions of clause Delayed Delivery as aforesaid.

66. ARBITRATION:

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of the arbitrators and the appointing authority will be as under:

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

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

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

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

8. Each party shall be responsible to make arrangements for the travel and stay etc., of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangement for Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, MRPL shall make all necessary arrangements for his travel / stay and the expenses incurred shall be shared equally by the parties.

9. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
10. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
11. Subject to aforesaid, provisions of the Arbitration and conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

67. JURISDICTION:

The Purchase Order, including all matters connected with this Purchase Order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

Foreign companies, operating in India or entering into Joint ventures in India, Shall have to obey the law of the Land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

68. DIFFERENCE IN MEANINGS/TERMS:

In case of any difference in meaning /understanding /contradictory terms or conditions in the documents, the stricter terms favouring MRPL will apply.

69. CONFLICT OF INTEREST:

No vendor should have a conflict of interest that affects the tender / bidding process, in any of the following manner.

- Such vendor (or any constituent thereof) and any other vendor (or any constituent thereof) have common controlling shareholders or other ownership interest, provided that this qualification shall not apply in cases where the direct or indirect shareholding in a vendor or a constituent thereof in the other vendor (s) (or any of its constituents) is less than 1% of its paid up and subscribed capital or
- A constituent of such vendor is also a constituent of another vendor, or
- Such vendor receives or has received any direct or indirect subsidy from any other vendor or has provided any such subsidy to any other vendor or
- Such vendor has the same legal representative for purposes of this bid as any other vendor or,

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- Such vendor has the a relationship with other another vendor , directly or through common third parties, that puts them , in a position to have access to each of the other's information about , or to influence the bid of either or each of the other vendor or,
- Such vendor has participated as a consultant to the authority in the preparation of any documents, design or technical specifications of the project.

70. Item of tender/Price bid format

	Item Code	<u>Description</u>	<u>UOM</u>	<u>QTY.</u>	<u>Quoted Yes/No</u>
1	1300015882	CR COILS ,BODY COIL,SIZE: 876MM X 0.63MM THK,IS513 (1994)	MT	1200	
2	1300025652	CR COIL END 1120X0.63MM THK IS513(1994)	MT	590	

Variation in quantity : MRPL reserves the right to increase the PR quantity by 20%.

INDIAN VENDORS : (whatever is applicable)

EX - WORKS VALUE	Rs.	XXXXXX
Packing & Forwarding charges	% or Rs.	
Excise Duty & Education Cess	% or Rs.	
VAT / CST against C form	% or Rs.	
Any other taxes and levies if applicable (Please specify)	% or Rs.	
Total value	% or Rs.	XXXXXX
Transportation charges (inclusive of Service Tax) up to MRPL Refinery Site , Mangalore	% or Rs.	
Transit insurance		MRPL A/ C
Any other charges (if applicable please specify)		
Grand total	Rs.	XXXXXX
Setoff value (Cenvat/Vat/Service Tax)		

OFFER VALIDITY	
SUPPLY PERIOD	
PRICE BASIS	
CURRENCY OF OFFER (LIKE INR, USD ...)	

TENDER TERMS	Value	Accepted (YES/NO)
SECURITY DEPOSIT	As Per GCC	
LIQUIDATED DAMAGES		
PAYMENT TERMS		
ACCEPTANCE OF INTEGRITY PACT		
CENVAT will be passed on to MRPL.		
VAT credit will be passed on to MRPL		

Note:

- All values should be filled without fail.
- Deviations with Tender terms may lead to rejection.
- To pass on Service Tax credit, the Invoice must be in the name of MRPL and Service Tax Registration Number must be mentioned in the Invoice.
- Evaluation shall be done on Landed cost after set-off of CENVAT/VAT@ 25% of VAT value /Service Tax. In case duties etc inclusive in basic price, amount for setoff benefit shall be provided.

DEVIATION (IF ANY):

--

Place :

Date :

Name :

Designation :

Contact No :

Eail ID :

Signature with Company Seal

BANK GUARANTEE FOR EMD

- 1) In consideration of M/s Mangalore Refinery And Petrochemicals Ltd., registered under the Companies Act, 1956, having its Registered Office at Kuthethoor P.O., Via Katipalla, Mangalore-575030, hereinafter called "MRPL" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns having invited / floated Tender to _____ Proprietorship / Partnership Firm / Company registered under the Indian Partnership Act, 1932 / the Companies Act, 1956, having its office at _____, (hereinafter called "the Tenderer" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns vide Tender No. _____ dated _____ (hereinafter called "the Tender" which expression shall include any amendments / alterations to the Tender by MRPL for the supply of goods to / execution of services for MRPL and MRPL having agreed not to insist upon immediate payment of Earnest Money for the fulfillment and the performance of the said Tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only). We, _____ having office at _____ and Head Office at _____ (hereinafter referred to as "The Bank" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns at the request and on behalf of the Tenderer hereby agree to pay to MRPL without any demur on first demand an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by MRPL by reason of non-performance and non-fulfillment or for any breach on the part of the Tenderer of any of the terms and conditions of the said Tender.
- 2) We _____ further agree that MRPL shall be the Sole Judge whether the said Tenderer has failed to perform or fulfill the said Tender in Terms thereof or committed breach of any of the terms and conditions of the Tender and the extent of loss, damage, costs, charges and expenses suffered or incurred or would be suffered or would be incurred by MRPL on account thereof.
- 3) We _____ Bank further agree that the amount demanded by MRPL as such shall be final and binding on the Bank and the Bank undertake to pay to MRPL the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Tenderer or any suit or other legal proceedings including Arbitration pending before any Court, Tribunal or Arbitrator relating thereto and our liability under this guarantee being absolute and unconditional.
- 4) We, _____ Bank, further agree with MRPL that MRPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or extend time for the performance by the Tenderer from time to time or to postpone for any time any of the powers exercisable by MRPL against the Tenderer and to forbear to enforce any of the terms and conditions relating to the Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Tenderer or for any forbearance, act or omission on the part of MRPL or any indulgence by MRPL to the Tenderer or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
- 5) NOTWITHSTANDING anything herein before contained, our liability under this guarantee is restricted to Rs. _____ (Rupees _____). Our liability under this guarantee shall remain in force until expiration of 120* days from the date of opening of the said Tender. Unless a demand or claim under this guarantee is made on us in writing within the said period, that is, on or before ___*___ all rights of the Messrs under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
- 6) We, _____ Bank, further undertake not to revoke this guarantee during its currency except with the previous consent of MRPL in writing.
- 7) This guarantee shall not be affected by any change in the constitution of the Tenderer or the Bank or MRPL and shall remain in full force and effect until the liabilities of the Bank are discharged by MRPL

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

For _____ Bank

*Pl. mention/put specific date

FORMAT for Security Deposit

To be executed on Stamp Paper value for Indemnity under the Karnataka Stamp Act

Bank Guarantee for Security Deposit

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

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

This Guarantee executed at(place of execution) on this, 2004 by _____(BANK), having its branch office at _____, and its Head Office at _____, (hereinafter referred to as "the Bank") which expression shall unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns for the benefit and in favour of Mangalore Refinery and Petrochemicals Limited, a Company incorporated in India, having its Registered Office at Kuthethoor P.O., Via. Katipalla, Mangalore-575 030 Karnataka, India (hereinafter referred to as "the Purchaser") which expression shall unless repugnant to context or contrary to the meaning thereof, include its successors and assigns

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

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

NOW THIS GUARANTEE WITNESSTH AS FOLLOWS:

1. In pursuance of the Purchase Order and in consideration of the Purchaser agreeing to accept SECURITY DEPOSIT @ 5% of the Purchase Order value from us, we, BANK hereby guarantee to the Purchaser due observance and fulfillment by the Seller of the terms and conditions of the Purchase Order and the Performance which is a part of the Purchase Order and agrees to undertake that if the Seller fails to observe and fulfill the terms and conditions of the Purchase Order and /or the Performance , then, BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of Rs._____ (Rupees _____only) being the _____% value of the Purchase Order on account of non fulfillment by the Seller as aforesaid and shall also indemnify the Purchaser against all losses and damages which may be suffered by the Purchaser as aforesaid and also against all costs, charges, expenses which may be suffered by the Purchaser in connection with and/or arising out of or touching upon the Purchase Order BANK shall pay the said amount without any demur or protest merely on demand from the Purchaser and without recourse to the Seller and/or other Authorities. The decision of the Purchaser as to whether the terms and conditions of the Purchase Order have been observed or not, shall be final and binding on the BANK.

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

NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE:

- a. Our liability under this guarantee is restricted to **Rs. _____ (Rupees _____ Only)**
- b. This guarantee shall be valid upto **_____200** (Date of expiry) and
- c. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before **_____2005 (3 months from the date of expiry)**

SIGNED AND DELIVERED for and on behalf of the above named

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 RFQ 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.
- (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.

For "The Principal"

For "The Bidder/Contractor"

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 cartellization in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

For "The Principal"

For "The Bidder/Contractor"

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

For "The Principal"

For "The Bidder/Contractor"

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

- (1) The Principals appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. **However the Independant External Monitor shall give an opportunity to the bidder / contractor to present their case before making its recommendation to the Principal.**
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "Monitor" would include both singular and plural.

For "The Principal"

For "The Bidder/Contractor"

Section 9 - Pact Duration

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

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

Section 10- Other Provisions

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

Place: Mangalore

Witness 1:.....

Date:.....

Witness 2:.....

VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT & TAX DETAILS

Please email soft copy of the details in the below format (Excel/ Word file) to mt_materials@mrplindia.com

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

**To: Chief Manager - Materials (ERP)
Mangalore Refinery & Petrochemicals Ltd., Kuthethoor P.O., via Katipalla,
Mangalore. (Karnataka), Pin Code-575030, INDIA**

The following is a confirmation/ updation of our bank account details and I/we hereby affirm our choice to opt for payment of amounts due to us under various contracts through electronic mode.

1. Vendor/ Contractor particulars:

(i)	Name of the Company:	
(ii)	Existing Vendor Code (given by MRPL)	
(ii)	Complete Postal Address:	
(iii)	Pin code/ ZIP code:	
(iv)	Telephone nos. (with country/area codes):	
(v)	Fax No.: (with country/area codes):	
(vi)	Cell phone Nos.:	
(vii)	Contact persons /Designation:	
(viii)	Email IDs:	

2. Bank Account Particulars:

(i)	Name of the Account holder:	
(ii)	Complete Bank Account No. (for Electronic Funds Transfer):	
(iii)	Account type :	
(iv)	Bank Name :	
(v)	Bank Branch:	
(vi)	Bank Branch Contact Nos.:	
(vii)	11 digit IFS Code (for Bank Branches in India)	
(viii)	Swift Code (for Bank Branches not in India):	

3. Tax Registration numbers: *(Please fill in the applicable fields and attach relevant proofs)

(i)	Income Tax PAN no.:	
(ii)	VAT TIN /Local Tax Registration No.:	
(iii)	State of VAT Registration:	
(iv)	CST Registration No.:	
(v)	Excise Registration No.:	
(vi)	Excise Range:	
(vii)	Excise Division:	
(viii)	Excise Commissionarate:	
(ix)	Service Tax Registration No.:	
(x)	ECC No.:	
(xi)	Central GST No. (if available/ applicable):	
(xii)	Local GST No. (if available/ applicable):	

4. Organisational information:

(i)	Company /Partnership Firm /Proprietary Concern / Society/Trust /NGO/Others (Specify):	
(ii)	Micro Enterprise/Small Enterprise/ Medium Enterprise/ SSI/ Govt. Deptt./ PSU/ Others(Specify): (Refer Micro, Small and Medium Enterprises Development Act, 2006)	

I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details.

Name, Seal & Signature of Authorised Signatory

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

Bank Seal & Signature