

## MANGALORE REFINERY AND PETROCHEMICALS LIMITED



## **TENDER FOR**

# SUPPLY OF TARPAULIN FOR BDFU LOCATION

TENDER NO: 3000011240-1 DT: 07.08.2017

MATERIALS DEPARTMENT

# General Guidelines to Suppliers for Environment and Energy Compatibility

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

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

- a) Ensure that the products supplied are Eco friendly (easily disposable as bio-degradable waste and the end of life or with a buy back condition), when not covered by PO specification.
- b) Products supplied should be non-polluting when in operation/service.
- c) Items supplied are to be energy efficient "Star rated".
- d) Ensure that the packing and Packaging material used are disposal as bio-degradable waste or with buy back condition.
- Material Safety Data Sheets contain environment /energy related data /information on energy efficiency usage, storage, spillage and easy disposal.
- f) Specify action to be taken for spillages, if any to prevent contamination of air, land and water.
- g) Ensure that there is no threat to environment during transportation to and returns from MRPL, during delivery / while supplying materials.
- h) Material supplied should not lead to damage or harm to vegetation and greenery while usage and disposal.
- i) Supplier shall comply with all applicable regulations regarding the supplied Goods including all materials used and shall provide all information necessary by such regulation and/or requested by MRPL
- j) Supplier shall be responsible, where physically possible; to take the Goods back for the purpose of recycling them within the scope of the statutory requirements or to dispose them in an environmentally-friendly manner.
- k) Suppliers are to take action and comply with requirements when failures are intimated by MRPL and repeated failures /failure to act may lead to termination of contracts.
- l) Ensure that the noise and pollution levels of vehicles and equipment when used to deliver goods are as per regulatory norms and are subject to verification.

# General Guidelines to Service Providers for Environment and Energy Compatibility

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

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

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

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	SUPPLY OF TARPAULIN FOR BDFU LOCATION
Tender Document sale start date	From 05.08.2017 (Through Manual mode only)
Tender Document sales end date	On 28.08.2017 @15.00 hrs. (Through Manual mode only)
Date / Time of Technical Bid Opening	On 28.08.2017 @15.30 hrs. (Through Manual mode only)
Delivery Period	Best delivery period should be mentioned in offer
EMD	Not Applicable

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. In addition to this, all pages of the Tender documents issued by MRPL shall be signed pages and submitted along with the Technical Bid.

Wherever bids are invited in 2 Parts, (Technical bids and Price bid separately) the Price bid shall be in a separate sealed cover/ uploaded in case of online bidding and in the Price bid also, all the pages are serially numbered and signed on all pages. In case, Technical bid is included PRICE BID portion, the entire bid will be rejected.

#### The Offer shall be in Indian Rupees only.

MRPL, invites tenders under Two Bid systems, i.e. (1) Technical Bid with commercial terms un-priced and (2) Priced Bid separately, from interested parties.

#### **GENERAL TERMS & CONDITIONS**

#### 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. 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. Vendors is 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 his 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. Address to forward complete Tender form:

Group General Manager (Materials), Mangalore Refinery and Petrochemicals Ltd.,s Post Kuthethoor, Via Katipalla Mangalore-575030 (India)

#### 5. Term of Payment:

For supply: 100% within 15 days after receipt and subject to acceptance of material at MRPL site.

For Services (Installation, Commissioning Training etc.): 100% within 15 days after successful completion of job (In case applicable).

The financial settlement of vendor's Invoice is liable to be withheld in the event the Vendor has not complied with submission of drawing, date, and such documentation as called for in Order and /or as required otherwise.

#### 6. Security Deposit: Not Applicable

Successful bidder is required to submit 5% of the basic order value as Security deposit within 15 days of receipt of order (if the supply cannot be made in 15 days time) for satisfactory execution of the order by way of a Demand Draft drawn in favour of M/s. Mangalore Refinery and Petrochemicals Limited, payable at Mangalore. Bank guarantees shall also be accepted in place of Demand Draft. 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.

MRPL is entitled without being bound to do so, to adjust the whole or any portion of the security deposit towards the recovery of any amount due to MRPL from the successful tenderer. The Security Deposit or such portion thereof that has not been adjusted towards recovery of amount due from the successful tenderer, will be refunded on satisfactory completion of the supply and provision of 5% PBG towards Defect Liability Period (if applicable). No interest is payable by MRPL to the successful tenderer on the security deposit.

#### 7.Price Reduction Schedule (PRS) Clause:

Price Reduction Schedule (PRS) 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. PRS 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, PRS will be imposed on full value of the Purchase Order.

#### 8. Warranty: Standard warranty to be provided

The manufacturer warrants that everything supplied /installed hereunder are 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 established and generally accepted standards of the material of the type ordered and in full conformity with the specifications, drawings or samples, if any, and operable, operate properly. This warranty period of the complete system shall be as 18 (eighteen) months from the date of dispatch/shipment or 12 (Twelve) months from the date of commissioning 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 confirm 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 resupply.

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).

#### 9. Performance Warranty: Not Applicable

The Vendor shall guarantee that any and all materials used in execution of the Purchase Order shall be in strict compliance with characteristics, requirements and specifications agreed upon and that the same shall be free from any defects. Checking of Vendor's drawings by Procurement coordinators / Managers and their approval and permission to ship or dispatch the equipment and materials granted by inspectors shall not relieve the Vendor of any part of his / its responsibilities of proper fulfillment of the requirements. The vendor will guarantee that all materials and equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of materials, workmanship or smooth and rated operation within a period of 12 months after the same have been put in service or 18 months from the date of dispatch whichever is earlier.

The guarantee period for the replacement shall be twelve months starting from the date on which the replacements are put in service. Acceptance by the Owner or Inspectors of any equipment and materials or their replacement will not relieve the Vendor of his / its responsibility concerning the above guarantees.

The vendor shall furnish a Bank Guarantee as per format for 5% of the order value valid for 18 (eighteen) months from the date of dispatch/shipment or 12 (Twelve) months from the date of commissioning whichever is earlier.

#### 10. CANCELLATION / TERMINATION OF CONTRACT/PURCHASE ORDER

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

- Specified delivery schedule is not adhered to beyond 3 months from due date unless specifically requested by the user.
- Laid down specifications are not adhered to or when the performance of the contract is unsatisfactory.
- Major contractual term and conditions are violated insolvency of the supplier.

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.

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

#### 12. 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:

- 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.
- 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.					

- 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.
- 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.
- 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.
- Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 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.

 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.

- 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.
- The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- 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.

#### 13. 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.

#### 14. Indemnities:

The seller shall indemnify the purchaser against all third party claims of infringement of patent, trademark, copyrights, or industrial designs rights arising from use of the goods or any part thereof.

#### 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 along with 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 absolved 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).

#### 15. 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.

#### 16. 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 draggle 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.

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.

#### 17. 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.

#### 18. 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.

#### 19. 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.

#### **20. NON ASSIGNMENT:**

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

#### 21. 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 on 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.

#### 22. 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

#### 23. 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.

#### 24. 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.

#### 25. 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 entirely 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.

#### **26. 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.

#### Note:

- All the Rates given in the Tender must be expressed both in words and in figures and in case of difference between the two, the rates given in words would be final and considered correct.
- Date format should be "DD.MM.YYYY" (Date/Month/Year) format.
- "The item supplied / service provided shall be Environment friendly and Energy efficient."
- Vendor shall upload bids in two parts as mentioned below
- (a) **Technical Bid** shall consist of Un priced bid with commercial conditions, Technical specifications /Details, Earnest Money Deposit
- (b) **Price Bid** shall consist of only the Price Part.

# **Deviation statement**

Tender no: 3000011240-1

Technical deviations, if any	Submitted
Commercial deviations, if any	

NB: In case of "No deviation" Bidder to write 'NIL' & sign. Deviation noted, elsewhere will not be considered.

#### Appendix I

Attachment to Technical bid

(As Applicable)

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

#### STATEMENT OF CREDENTIALS

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

- 1. Name of the Firm
- 2. Nature of the Firm

(State whether Limited Company, partnership Firm, Co-op. Society or Sole Proprietor, Photocopies of documents Confirming constitution of the firm to be Enclosed)

- 3. Year of Establishment
- 4. Registration Number, if any
- 5. Registered Postal Address
- 6. Telegraphic Address, if any
- 7. Telephone No. (s)
- 8. Fax No. (s), if any
- 9. E-mail ID, if any
- 10. Address of Branches, if any
- 11. Name of Directors/ partners / Proprietor (as The case may be) with address & Telephone No.(s).
- 12. Permanent Income Tax No.
- 13. Last Income Tax Clearance (Attach Photocopy)
- 14. Sales Tax Registration(state/vat/cst)
- 15. Excise Registration
- 16. Name of Bankers & Branch with full address
- 17. Type of Account & A/C No.
- 18. Name (s) of Authorised Representatives (s)
  Note: Power of Attorney signed by the Director(s)/
- 19. Partners / Proprietor in favour of the authorized Person signing the tender documents must be enclosed
- 20. Type of job in which engaged as independent manufacturer. contractor
- 21. Were you associated with MRPL in any Other contract in the past
- 22. Are you currently having any contract with MRPL
- 23. 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
- 24. Details of technical collaboration. Please provide Documentary support (Xerox copies) if any and the brief experience of the parties

- 25. Brief Description of the job methodology/Quality Assurance:
- 26. Details of Testing methods and equipment's that will be made available.
- 27. Details of your Past Experience in the country (India) in this nature of job.
- 28. Whether the bidder is put on Holiday list of any of the PSU. (If sought later, an affidavit to be produced later to MRPL.)

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

#### Appendix-II

#### A. Declaration regarding relations with any of the MRPL Directors

Details, if any shall be provided by the bidder.

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

Details, if any shall be provided by the bidder.

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

SIGNATURE OF THE BIDDER WITH SEAL

Appendix-III

# **DECLARATION**

(to be submitted along with unpriced bid)

M/s_banned or delisted by any Gover	hereby declare/clarify that nument or quasi Government agencies or Public Sec	
	Stamp & Signature of the Bionand by any Government or Quasi Government ag details. If this declaration is not given along with	gencies or PSU's, this
tender will be rejected as non-res		the unpriced bid, the
	<u>CONTACT PARTICULARS</u>	
NAME OF PERSON		
TEL NO. OFFICE		
TEL NO. RES.		

MOBILE NO. E-MAIL ID

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-5

То:	GGM - Materials Mangalore Refinery & Petrochemicals Kuthethoor P.O., via Katipalla, Mangalore. (Karnataka), Pin Code-57	•	
The fo	ollowing is a confirmation/ updation of our ban	· · · · · · · · · · · · · · · · · · ·	hereby affirm our choice to ont for payment
	ounts due to us under various contracts throug		nereby diffinition enoice to ope for payment
	ndor/ Contractor particulars:		
	Name of the Company:		
	Corporate Identity No. (CIN)		
	Existing Vendor Code (given by MRPL)		
	Complete Postal Address:		
(,			
(v)	Pin code/ ZIP code:		
(vi)	Telephone nos. (with country/area codes):		
	Fax No.: (with country/area codes):		
(viii)	Cell phone Nos.:		
(ix)	Contact persons /Designation:		
-	Email IDs:		
	nk Account Particulars:		
	Name of the Account holder:		
(ii)	Complete Bank Account No. (for Electronic		
	Funds Transfer):		
	Account type :		
(IV)	Bank Name :		
(v)	Bank Branch:		
(vi)	Bank Branch Contact Nos.:		
(vii)	11 Digit IFS Code (for Bank Branches in India)		
	Swift Code (for Bank Branches not in India)		
	x Registration numbers: *(Please fill in the a	nnlicable fields and attach	relevant proofs)
	Income Tax PAN no.:	pplicable fields and attach	relevant proors)
	Vendor type as per GST Act (tick any one)	Registered Not Reg	sistered Compounding SEZ
	GST No.:	RegisteredNot Reg	instered —Compounding — 3L2
` ′	Registered address as per GST No.		
(v)	Contact Names, Nos. & email IDs for GST matt	ers (Please mention primar	v and secondary contacts):
	Accounts Deptt.	1.	y and secondary contacts).
	Accounts Bepti.		
		2.	
	Material Dispatch Deptt./ Services Deptt.	1.	
		2.	
4. Or	ganization information (MSMEs refer to Mi	cro, Small and Medium E	Interprises Development Act, 2006):
(i)	Company /Partnership Firm /Proprietary Conce	n / Society/Trust /NGO/Ot	hers (Please Specify):
	Whether Proprietor/ Partner belongs to SC/ ST		
	specify names and percentage of shares held b		
	Micro/ Small / Medium Enterprise/ SSI/ Govt. [		
(iv)	Name of MSME Registering Body (NSIC/ DIC/ k	VIC/KVIB etc.):	
(v)	MSME Registration no. (with copy of registratio	1)	
(vi)	Udyog Aadhaar Memorandum no.		
	hereby confirm that the particulars given uture changes to the above details. Originate		
	e, Seal & Signature of Authorised Signator		
Certi	fied that the Particulars as in Sr. No. 2 abo	ve are correct as per ou	r records
Bank	Seal & Signature with date		

#### **CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

- 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.
  - a) District Industries Centers (DIC)
  - b) Khadi and Village Industries Commission (KVIC)
  - c) Khadi and Village Industries Board
  - d) Coir Board
  - e) National Small Industries Corporation (NSIC)
  - f) Directorate of Handicraft and Handloom
  - g) Any other body specified by Ministry of MSME (MoMSME)
  - h) Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME.
- 2. MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods/items to be supplied as per Tender.
- **3.** Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
- **4.** The registration certificate issued from any one of the above agencies 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.
- 5. 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 for exemption/preference.
- **6.** The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

#### 7. Relaxation of Norms for Micro & Small Enterprises (MSEs):

- a. Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
- b. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein MRPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.

#### 8. Purchase Preference:

a) Items which are reserved for exclusive purchase from Micro and Small Enterprises shall be procured from Micro and Small Enterprises as per Public Procurement Policy.

- b) Subject to meeting terms and conditions stated in the tender document, twenty percent of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item/services.
- c) In case MSE bidder is L1 entire value of the tender is to be ordered on the L1 MSE bidder.
- d) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 20 percent of the total tendered value (where the tender quantity can be split).
- e) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the job can be split.
- f) In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price.
- g) If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
- h) If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
- i) For more clarity in this regard, following table is furnished;

Type of Tender	Price quoted by MSE	Finalization of tender			
Can be Split	L1	Full order on MSE			
Can be Split	Not L1 but within	20% order on MSE subject to matching L			
	L1+15%	price			
Cannot be Split	L1	Full Order on MSE			
Cannot be Split	Not L1 but within	Full Order on MSE subject to matching L1			
	L1+15%	price			

- j) The purchase preference to MSE is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
- 8) Out of the twenty percent target of annual procurement from micro and small enterprises four percent shall be earmarked for procurement from micro and small enterprises owner by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price four percent subtarget so earmarked shall be met from other MSEs.

- 9) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority in addition to certificate of registration with any one of the agencies mentioned in paragraph (I) above. Alternatively, the bidder shall be responsible to furnish necessary documentary evidence for enabling MRPL to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:
  - a) In case of proprietary MSE, proprietor(s) shall be SC/ST
  - b) In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
  - c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- 10) If the bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible under the Public Procurement Policy, 2012.

#### **CONDITIONS FOR START-UP COMPANIES**

- 1. Subject to meeting of Quality and Technical specifications, MRPL may consider allowing the participation of ''Start up'' companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.
- 2. The bidder who intends to participate as "Start up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
- 3. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start ups as per the GOI guidelines.
- 4. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein MRPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start up Companies as per GOI guidelines.
- 5. Start up Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

#### (To be in the Company letter head)

Date:	 					 			

# DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES / STARTUP COMPANIES

Sl. No.	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others	
2	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<ul> <li>Micro</li> <li>Small Scale</li> <li>Medium</li> <li>Startup Company</li> <li>Others</li> </ul>
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<ul> <li>Manufacturer for supply items</li> <li>Service Provider for services</li> <li>Trader/reseller/authorized agent/distributor</li> <li>Non MSE Bidder</li> </ul>
4	In case you belong to Micro / Small/Medium Scale Enterprises whether you are registered under SC / ST Category (Please tick mark the appropriate)	<ul> <li>□ Yes</li> <li>□ No</li> <li>if yes,</li> <li>□ SC</li> <li>□ ST</li> </ul>

#### A) CATEGORISATION OF MSE/SC-ST VENDORS

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

#### B) CATEGORISATION OF START-UP COMPANIES

Bidder who intends to participate as 'Start-up'' company should also enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

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

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

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

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

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

# <u>UN PRICE BID FORMAT</u> (To be attached with technical bid)

<u>s</u>	il No	<u>Item Code</u>	<u>Description</u>	<u>uom</u>	<u>QTY</u>	<u>Quoted</u> (Yes/No)
	1	1300000019	TARPAULIN,HDPE SIZE:30 FEET X 27 FEET,150 GSM WEIGHT SILPAULIN OR EQUIVALENT	EA	20	

<sup>&</sup>quot;The item supplied shall be Environment friendly and Energy efficient."

# **DECLARATION FORM FOR COMMERCIAL EVALUATION**

(To be attached with technical bid)

	EX – WORKS BASIC PRICE		xxxxxxxxxx
1	Inspection Charges wherever applicable		Not Applicable
2	Packing & Forwarding charges if applicable	% or Rs.	
3	GST Rate	%	
4	PRICE BASIS-FOR-MRPL Site / Ex-Works		
5	Transportation charges		xxxxxxxxxxx
6	Transit insurance		IN MRPL SCOPE
	a) up to MRPL Refinery Site , Mangalore for full order	% or Rs.	
	b) GST on Freight cost for full order	%	
7	Charges for supervision, Installation and commissioning charges inclusive of to & fro travel, boarding, lodging and local conveyance if applicable		Not Applicable
8	GST on Service if applicable.	%	Not Applicable
9	Any other charges or taxes (if applicable please specify)		
	Total	Rs.	XXXXXXXXXXXX

SUPPLY/DELIVERY PERIOD	
INSTALLATION PERIOD	Not Applicable
COMMISSIONING PERIOD	Not Applicable
CURRENCY	INR
LESS GST SET OFF	

TENDER TERMS	REMARKS	BIDDERS CONFIRMATION
Security Deposit	Not Applicable	Noted and Accepted
Price Reduction Schedule (PRS)	Not Applicable	
Performance Bank Guarantee	Not Applicable	
Payment Terms: "100% within 15 days after receipt and acceptance of material at site"	Applicable	
Offer validity (90 days) from the bid closing date	Applicable	
Acceptance of All Terms& Conditions of Tender	Applicable	

#### **Terms & conditions:**

- 1. If Bidder is not accepting tender terms as per MRPL and not submitting this declaration as per above format, his offer is liable for rejection. Any correction/cutting/whitener etc. in this format will result in rejection of offer.
- 2. Deviation with Tender terms may lead to rejection. Deviation with payment terms may result loading @ MCLR (Marginal Cost of Lending rate) 9.20% + 0.5% i.e. @ 9.70% p.a. on landed cost.
- 3. Bidder shall agree to supply the part order (wherever applicable) without any pre-conditions. Request of vendors asking for assured quantities for part order will be rejected.
- 4. Bidder should supply the material up-to MRPL refinery site. Transportation charges extra if any shall be quoted in price bid in EPS.
- 5. Bidder shall provide correct PO address details in the space provided.
- 6. To pass on GST credit, the Invoice must in the name of MRPL and Tax Registration Number must be mentioned in the Invoice.
- 7. Vendors shall fill MSE/NON MSE bidder details format attached. Further, MSE bidders are required to submit copies of valid and duly authorized documentary evidence as proof of the same and are also advised to compulsorily register themselves in MSE databank.
- 8. Technically accepted bids will be evaluated on overall L1 basis. However, MRPL reserves the right to split the order if required.
- 9. Evaluation shall be done on landed cost after set-off as applicable
- 10. Bids determined to be substantially responsive will be checked by MRPL for any arithmetic errors. Errors will be corrected by MRPL as follows:
  - (a) Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
  - (b) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and total price shall be corrected.
  - (c) Where there is a discrepancy between the quoted sum total of amount and calculated actual total of the amount, the calculated actual total of the amount shall prevail and the total price shall be corrected.
- 11. MRPL reserves the right to reject any or all the tenders or to accept in part without assigning any reason therefore and MRPL's decision in the matter will be final and binding on all the bidders.
- 12. The item proposed in this tender is reserved for procurement exclusively from Micro & small scale industries registered with Mo MSME. However, if there is no participation/non qualification from MSE registered vendors, offer from Non-MSE vendors will be considered for evaluation

ADDRESS TO WHICH PO TO BE SENT:			
Place	:		
Date	:		
Name	:		
Designation	:		
<b>Contact Nos</b>	:		
Mail ID	:		
UPDATED BANK DETAILS:			
In case of any change in bank details, vendor is required to update in MRPL Format attached.			
Place	:		
Place Date	: :		
Place	: :		
Place Date			
Place Date Name	: :		
Place Date Name Designation	: : ct Nos :		
Place Date Name Designation Current conto	: : ct Nos :		
Place Date Name Designation Current conto	: : ct Nos :		
Place Date Name Designation Current conto	: : ct Nos :		
Place Date Name Designation Current conto	: : ct Nos :		
Place Date Name Designation Current conto	: : ict Nos : il IDs :		

# **CHECK - LIST**

Please ensure these major Terms & Conditions before submitting you bids in order to avoid **REJECTION** of your offer.

SN	Terms & Conditions	Compliance (Y/N)	
	Please mark $\underline{}$ in front of each row in case you submitted/ complied it. This is for your convenience to re-check before submitting the bids in order to avoid rejection of your offer.		
1	Duly signed and company sealed copy of Integrity Pact wherever applicable	Yes/No	
2	Duly signed and company sealed copy of whole tender document	Yes/No	
3	Duly filled up and signed copy of this <b>Price Bid format &amp; Declaration Form</b>	Yes/No	
4	Separate sheet(s) for Deviation if any, from the tender conditions (Technical or commercial) with seal and signature of authorized personnel	Yes/No	
5	Offer in Two bids i.e. Part I (Techno-commercial) & Part II (only price bid)	Yes/No	
6	In case of any changes in bank details, the same is updated in the specified format-Vendor details format for electronic fund transfer payment and tax details.	Yes/No	
7	Bidder-categorization details are furnished in MSE/NON MSE BIDDER format attached.	Yes/No	