

MANGALORE REFINERY & PETROCHEMICALS LTD.

MANGALORE



INVITATION FOR EXPRESSION OF INTEREST (EoI)
AND
TENDER FOR

**DISPOSAL OF SPENT CATALYST CONTAINING
PLATINUM FROM MRPL REFINERY - MANGALORE**

GLOBAL TENDER No. 3000016349

IMPORTANT DATES:

Pre-Bid Meeting : 13th February 2020 -11:00 hrs. (IST)

Submission of Expression of Interest : 29th February 2020- 15:00 hrs (IST)

Submission of Techno-commercial Bids : **Date will be informed subsequently**

Tender No.: 3000016349

Index

<u>Sr. No.</u>	<u>Description</u>	<u>PART</u>
1	Notice Inviting EoI with PQC	A
2	Tender Program Schedule	B
3	Instruction to Bidders	C
4	Special Terms & Conditions	D
5	General Terms & Conditions	E
6	Technical Details of Spent Catalyst	F
7	Format for Un-Priced Bid	G
8	Details of Price Bid submission	H
9	Procedure for Catalyst Assay (Including LOI)	I
10	Calculation of Sale price of Catalyst	J
11	Procedure for weighment and sampling for analysis	K
12	Format for No Claim Certificate	L
13	Deviation Format	M
14	Expression of Interest (EOI Format)	N
15	Format of Acceptance-cum-Registration	O
16	Integrity Pact Document	P
17	Information on e-tendering Portal	Q
18	Proforma for Declaration regarding Holiday Listing	R
19	Formats for NAA (Non-Analysis Agreement)/ NDA (Non-Disclosure Agreement) (by UoP & Axens)	S
20	Undertaking by the bidders	T

NOTICE INVITING EXPRESSION OF INTEREST & TENDER
For
DISPOSAL OF SPENT CATALYST CONTAINING PLATINUM FROM
MRPL- MANGALORE REFINERY

Mangalore Refinery & Petrochemicals Ltd., invites Expression of Interest and subsequent bids for the tender for Disposal of Spent Catalyst containing Platinum from MRPL-Mangalore Refinery. Approximate quantity of **34,448 Kgs** is available for disposal.

Interested bidders shall submit the "Intention to Bid documents" (hereinafter termed as Expression of Interest- EOI) as per requirements of tender. The sieving activities have already been done. Bidders who submit the "Intention to bid documents - EOI" as per requirements mentioned in the attached tender and are qualified to bid for the tender, will be invited to attend the sampling activities of the spent catalyst at MRPL- Mangalore Refinery. Post Sampling and analysis, participating bidders shall submit their Techno-Commercial bids (un-priced bids) as well as price bids, as per requirements mentioned in the attached tender.

Important Information:

Sl. No.	Description	Details
1	Tender Number	3000016349
2	Brief Description of the Tender	Expression of Interest/ Bid for disposal of spent catalyst containing platinum from MRPL - Mangalore Refinery.
3	Tender Type	E- Open – Global
4	Bid Type	Two Bid
5	Mode	Electronic Procurement System (EPS)
6	Tender Document download start date	03.02.2020
7	Pre-Bid Date	13.02.2020
8	Bid Closing date/Time	29.02.2020 @ 15:00 Hrs
9	Date / Time of opening Expression of Interest	29.02.2020 @ 15.30 Hrs. (IST)
10	EMD	Rs. 5,00,000/- OR USD 7,500/- OR Euro 6,500/-
11	EMD (BG or DD) drawn in favour of MRPL Mangaluru, to be sent directly to Materials Department, MRPL, Kuthethoor PO, Via Katipalla, Mangaluru. Please super-scribe on envelope “EMD for EoI & Tender No. 3000016349 dated. 03.02.2020”	

12	Duration of Contract / Contract Period	Catalyst shall be lifted from MRPL Refinery premises as per schedule given.
13	Offer Validity	120 days from Bid closing Date
14	Integrity pact	Applicable
15. A	Contact details – Technical Queries	Email ID: ashwani_kumar@mrpl.co.in Ph. No: 0824-288 2925
B	Contact person for Commercial Queries.	Officer's Name: Jimmy Jai Singh Malik e-mail: jimmy_malik@mrpl.co.in 0824-288-2223 Section In-charge Name: Suresh Kumar J Email: sureshkj@mrpl.co.in / 0824-288 2213
C	Contact person For Queries related to E-tendering	Mr. Dilip Ranganath / Mr. Jayprakash Email: eps@mrpl.co.in Phone No. 0824-288-2248/2298 (Dealing officer / Section In-charge details as mentioned above may also be contacted).
D	Alternate Contact details for E-Tendering	Mr. Mohan Kumar / Mr. Prabhuswamy, mohan@antaressystems.com / prabhuswamy@antaressystems.com Phone No. 080 - 49352000
E	Address to submit the Expression of Interest (EoI)	Group General Manager, Materials Department, Mangalore Refinery and Petrochemicals Ltd., Kuthethoor P.O., Via Katipalla, Mangalore -575030, (D.K.) Karnataka, India (Please mention tender number on the envelop)

TENDER PROGRAMME SCHEDULE

Pre-Bid meeting	13th February 2020- 10:00 hrs (IST)
Last Date for submission of Expression of Interest:	29th February 2020- 15:00 hrs (IST)
Date & time of opening of Expression of Interest:	29th February 2020- 15:30 hrs (IST)
Date & time for sampling & packing, in the presence of participating bidders:	09th March 2020 09:30 Hrs IST to 16th March 2020 15:30 Hrs IST, at MRPL - MANGALORE Refinery. (Tentative Schedule, exact date will be informed by e-mail to qualified vendors)
Last Date for submission of Techno-commercial Bid (unpriced bid) and Price bid through e- platform.	To be announced subsequently
Date & time of opening of Techno-commercial bid (un-priced bid) on e-platform:	To be announced subsequently
Date & time of opening of price bids on e-Platform	To be announced subsequently

Techno-commercial Bids (unpriced bids) and Price bids shall be submitted by uploading through MRPL's e-tendering portal: <https://tenderwizard.com/MRPL>. For submission of bid through e-tendering portal, bidder will need a digital signature and should register in the e-tendering portal. For any assistance in obtaining digital signature, registration and submission of Bid documents through e-tendering portal, bidders may contact our e-tendering service provider.

The documents required for quoting for the tender are as below:

Part No.	Sr. No.	Description	Documents to be submitted with signed and stamped on all pages
(Expression Of Interest) Hard copy of signed and stamped documents to be sent to address mentioned above			
EOI	1	FORMAT OF EXPRESSION OF INTEREST	Signed copy of Hard Document
	2	SAMPLE MONEY DEPOSIT	Original Hard Document
	3	INTEGRITY PACT AGREEMENT FORMAT	Signed copy of Hard Document
	4	DOCUMENTS IN SUPPORT OF QUALIFYING AS PER PQC	Signed copy of Hard Document
	5	DULY SIGNED NON-ANALYSES AGREEMENT (NAA)/ NON-DISCLOSURE AGREEMENT (NDA)	Signed copy of Hard Document
	6	PROFORMA FOR DECLARATION REGARDING HOLIDAY LISTING	Signed copy of Hard Document
Part-2 (Techno-commercial Un-Priced bids) Scanned copy of signed and stamped documents to be uploaded / filled on MRPL e-tendering portal i.e. https://tenderwizard.com/MRPL			
Part-1	7	EARNEST MONEY DEPOSIT	Scan copy of Document
	8	ACCEPTANCE-CUM-REGISTRATION FORM	Scan copy of Document
	9	INSTRUCTION TO BIDDERS, SPECIAL TERMS & CONDITIONS &	Scan copy of Document
	11	UN-PRICED BID	To be filled in e-tendering Portal
	12	TECHNICAL DEVIATION FORM	Scan copy of Document
	13	APPLICABLE GST & TCS RATES.	Scan copy of Document
Part-2	14	PRICED BID	To be filled in e-tendering Portal

1. INSTRUCTION TO BIDDERS:

- 1.1. MRPL intends to dispose-of **34,448 Kgs** of spent catalyst containing Platinum from Mangalore Refinery.
- 1.2. The sieving activities have already been done. Actual quantity of spent catalyst and estimated platinum content therein will be ascertained after carrying out sampling activities as per procedure mentioned elsewhere in this tender document. For technical details of spent catalyst under disposal, please refer enclosed **PART-F**.
- 1.3. The disposal would be through competitive bidding. Bidders interested in bidding shall submit their bids mentioning the recoverable metal content, discount towards metal price volatility and/or processing charges etc. in the prescribed format as mentioned elsewhere in the tender document. The bidder with highest evaluated price would be successful bidder.
- 1.4. Bidders should have valid license/ permission/ certificate issued by Central/ State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for re-cycling/ reprocessing/ handling this type of hazardous waste. The bidder should have capacity to process entire lot from MRPL.
- 1.5. **Sample Deposit:**
 - 1.5.1. Interested Indian bidders are required to submit their Expression of Interest (in format **PART N**) along with Copy of valid license/ permission/ certificate and sample deposit amount of Rs. 1,00,000/- (Rupees One Lakh Only) by Indian Bidders OR deposit amount of USD 1500 (US Dollar one thousand five hundred only) or EURO 1300 (Euro one thousand three hundred only) for foreign bidders, by Demand Draft/ Pay Order (Cheque or Cash will not be acceptable) drawn on any Nationalised Indian Bank in favour of "**Mangalore Refinery & Petrochemicals Ltd.**" payable at Mangalore. The EOI along with Sample Deposit (original DD / Pay Order / proof of wire transfer / NEFT) should be submitted in a sealed envelope by post /courier to the address mentioned above, so as to reach on or before the EOI due date. The sample will be given to only those bidders who are found qualified as per the pre- qualification criteria.
- 1.6. Bidders are required to sign a Non-Analysis Agreement (NAA)/ Non-Disclosure Agreement (NDA) with the original catalyst suppliers (M/s. UOP & M/s Axens) as per the prescribed format mentioned with this tender and same to be sent along with Expression of Interest.
- 1.7. Integrity Pact Document (**PART-P**), duly signed and stamped to be sent along with Expression of Interest.
- 1.8. Bidders, who have submitted their Expression of Interest, and sample deposit amount as mentioned above and are duly qualified to participate in the tendering procedure after evaluation of their qualifying criteria, will be invited to participate in sampling activities of the spent catalyst under disposal at MRPL - Mangalore Refinery. Bidders can witness sampling and packing activities and also take samples of the spent Catalyst for the purpose of quoting. Sampling will be carried out as per detailed procedure mentioned in **PART - K**. The spent catalyst lot has already been sieved. Sampling activities, weighment, packing and sealing

of drums will be carried out in the presence of the participating bidders, duly qualified after review of PQC documents. Final quantities in packed & sealed drums would be recorded separately for all the lots.

- 1.9. After checking of the sample drawn, the bidders are required to submit their bids in two parts i.e. Techno- Commercial (un-priced) bid and Price bid (in e-platform) on or before the bid due date as mentioned above. Bids cannot be submitted in e-platform after the said bid due date. Price bid opening date will be communicated to techno-commercially qualified bidders.
- 1.10. Bidders are expected to submit their bids accepting all the terms & conditions set forth in this tender document. Deviations, if any, shall be clearly mentioned in the format in **PART-M** of this tender document. Deviation if mentioned anywhere else shall not be considered. In case of no deviation, PART - M may be submitted with NIL deviation.
- 1.11. **Earnest Money Deposit (EMD):**
 - 1.11.1. Qualified bidders who qualify to submit their bids after evaluation of EoIs and are interested in submitting their bids are required to submit their offer along with an **EMD amount of Rs. 5,00,000/-** (Rupees Five Lakhs only) OR USD 7,500/- (US Dollar Seven Thousand Five Hundred only) OR Euro 6,500/- (Euro Six Thousand Five Hundred only) by demand draft / Pay Order (Cheque or Cash will not be acceptable) drawn on any Nationalised Indian Bank in favour of "**Mangalore Refinery & Petrochemicals Ltd.**" payable at **Mangalore**. Demand Draft to be submitted in a sealed envelope, by post/ courier to the address mentioned above, so as to reach **on or before the bid due date**.
 - 1.11.2. EMD will not carry any interest. MRPL will encash all the EMD received and EMD of successful bidder (highest bidder) shall be returned after completion of upliftment. EMD of other unsuccessful bidders will be returned after release of sale order to the successful bidder.
 - 1.11.3. Bids without EMD will not be considered and will be rejected summarily.
- 1.12. Expression of Interest (EOI) shall have the following information/ details :
 - a. Letter for submitting EOI on bidders letter head (**PART -N**) duly filled, signed and stamped.
 - b. Proof of submission of Sample Deposit Amount - Scanned copy of Demand Draft.
 - c. Integrity Pact document duly signed and stamped on all pages.
 - d. Duly attested copies of valid license/ permission/ certificates issued by Central/ State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for re-cycling/ reprocessing/ handling this type of hazardous waste.
 - e. Non-Analysis Agreement (NAA)/ Non-Disclosure Agreement (NDA) duly signed and stamped.
 - f. Declaration regarding Holiday Listing duly signed and stamped.
- 1.13. Techno- Commercial bid, i.e., Un-priced Bid shall have the following information/ details:
 - a. Proof of submission of EMD - Scanned copy of Demand Draft confirmation to be uploaded in e-procurement platform;
 - b. Acceptance-cum-Registration Form (**PART -O**) duly filled in;
 - c. **PART G** (Un-priced bid), after filling up the information relating to % by weight of platinum excluding LOI (Loss on Ignition) and LOI percentage by weight of spent

catalyst as also estimated Platinum Recovery Factors in %.

- d. Price bid format with prices **Blanked-off**;
- e. Applicable GST & TCS rate, HSN code.
- f. **PART C, D and E** (Instruction to Bidders, Special Terms & Conditions and General Terms & Conditions) of this tender document, duly signed and stamped on all pages, as a token of acceptance of terms & conditions mentioned therein.
- g. Deviation Form in **PART-M** duly filled and signed.

1.13.1. Techno-commercial Bids (unpriced bids) consisting of the documents/ information as mentioned above is to be submitted by uploading through MRPL's e-tendering portal: <https://tenderwizard.com/MRPL>

1.13.2. Evaluation of quotes shall be based on the total basic price for the total quantity of Spent Catalyst, as detailed in **PART D**.

- 1.13.3. PRICE BID SUBMISSION:- Following data shall be filled in our e-procurement portal:
- Fixed Premium / Discount towards Platinum, Indicate Plus (+) or Minus (-) as the case may be [where (+) positive indicates additional premium being offered by the bidder and (-) negative indicates lesser than the rate offered which may include the processing cost etc.]
 - Fixed Premium / Discount in quoted currency per Kg of Spent Catalyst.

1.14. **Tender Opening:**

1.14.1. Techno-Commercial un-priced bid section submitted online for the subject tender will be opened on 15:30 hrs. on e-tendering portal on tender due date and time. Price Bid submitted online for the subject tender will be opened on e-tendering portal of only qualified bidders in Technical bids. Qualified bidders will be informed about the date and time of opening of bids one day prior to bid opening date by e-mail. It may be noted that Techno-Commercial un-priced bid and price bid opening can be witnessed by bidders on e-tender site.

1.15. **PQC/ BEC & Rejection Criteria for EOI is as mentioned below:**

A. **Pre-Qualification Criteria:**

- a. **For Indian Bidders** : Bidders should have valid license/ permission/ certificate issued by Central / State Pollution Control Board (CPCB/ SPCB)/ other statutory authorities for re-cycling / reprocessing/ handling platinum based spent catalyst. The same should be submitted along with the EOI.
- b. **For Foreign Bidders**: Duly certified copies of valid permission/certificate/license from appropriate statutory authorities in their country, for importing, recycling/re processing/ handling this type of hazardous waste. Foreign bidders shall give an undertaking that they will comply with all formalities as required under the hazardous waste management/ environment regulations of government of India before lifting of materials.
- c. Bidders shall have experience of purchasing minimum 3.5 MT of platinum based spent catalyst during the last seven years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls due.
- d. Bidders are required to sign a Non-Analysis Agreement (NAA)/Non-disclosure Agreement (NDA) with the original catalyst supplier (M/s. UOP) and M/s Axens. The format for NAA/NDA agreement

with M/s UOP is attached as **Part-S**. The NAA/NDA with M/s Axens will be as per the format provided by M/s Axens individually for those who are not in possession of such an agreement with M/s Axens. For those who are in possession of such an agreement with M/s Axens a confirmation from M/s Axens will be considered as the basis. Duly signed up NAA/NDA in the prescribed format from M/s UOP and as per M/s Axens format need to be submitted along with Expression of Interest (EoI).

- e. Bidders shall meet all the above Pre-qualification criteria, and shall submit documentary proof such as copies of sale orders/ completion certificates/ Invoice copies, copies of valid licenses/ certificates from concerned Pollution Control Authorities etc., supporting the same, along with the Expression of Interest (EoI), failing which their offer will be rejected.
- f. The sampling procedure as per **Part-K** will have to be accepted by the participating bidders.

B. Bid Evaluation Criteria:

- i. The Evaluation of bids and placement of Order shall be done on overall H-1 basis as per the details quoted in unpriced bid and price Bid as mentioned below:

Total evaluated price (which is the Bid submission price) = (Total value of spent catalyst evaluation price per kg * net weight of spent catalyst in kg)

Basis for calculation of spent catalyst evaluation price per Kg of Spent catalyst is

$$= \left[P \times \left(\frac{M}{100} \right) \times \{ (100 - L) \div 100 \} \times \left(\frac{N}{100} \right) \right] \pm Q$$

Where

- **P : Platinum rate per KG** = Average of LME Fix platinum price AM & PM converted to per KG for the previous seven days ending one day prior to the price bid opening date. (Seven days shall mean consecutive seven days for which LME prices are available);
- **L : Loss on Ignition %** by weight as per bidder's analysis;
- **M : Platinum Content** in % by wt of spent catalyst excluding LOI as per bidder's analysis;
- **N : Expected recovery %** by wt as per bidder's analysis
- **Q : Fixed premium/Discount amount** in quoted currency per Kg of spent catalyst
- LME Platinum price in USD per troy ounce would be converted to rate per gram using conversion factor of 1 troy ounce=31.1035 grams. This will be converted to per Kg
- For comparative evaluation USD /EURO would be converted to INR using USD-INR Exchange rate prevailing at the time of price bid opening, which would be considered on the basis of the reference rate of Reserve bank of India (as available on RBI/FBIL website) on the day prior to price bid opening date.
- Each bidder will have to declare the details of the lab at which the respective analysis has been conducted as the same lab will not be considered for sending the samples for any further analysis.

- ii. **Bid Evaluation Procedure for Variation in quoted platinum content:**

Overall H-1 bid submission price:

Bidder's Platinum Content in % by weight of spent catalyst excluding LOI as per bidders analysis - **M** values will be considered for comparison with the Assay analysis carried out by MRPL and procedure as mentioned in the **Part-I & J** will be followed for arriving at the final Platinum Content in percentage by weight of spent catalyst excluding LOI as per bidder's analysis.

C. Bidder Rejection Criteria:

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

1.16. Other Criteria for EOI & Documents to be submitted along with EOI:

- 1.16.1 The sampling procedure as per **Part-K** shall be accepted by the participating bidders.
- 1.16.2 Interested bidders are required to submit their Expression of Interest in format attached as **Part-N** along with Copy of valid license/ permission/ certificate/etc. Bidders selected based on the Pre-qualification criteria specified in EOI will have to pay sample deposit amount of Rs. 1,00,000/- (Rupees One Lakh Only) or USD 1500 or EURO 1300 to MRPL by RTGS/NEFT /TT/ or by Demand Draft/ Pay Order (Cheque or Cash will not be acceptable) prior to collection of the sample. For both the successful bidder and the unsuccessful bidders, sample deposit amount of Rs. 1,00,000/ or USD 1500 or EURO 1300 deposited by them would be adjusted against the sample issued to them @ Rs7000 /125 USD/EURO 95 per Kg of samples. Minimum quantity of sample is 1 Kg, with a maximum of 2 kg of spent catalyst. Balance amount would be refunded by MRPL immediately on completion of the price bid opening to the unsuccessful bidders and for the successful bidder this amount will be returned after the completion of order and on submission of no claim certificate as per **Part-L**. The sample will be issued on sale basis and the amount collected for sample is non-refundable. Additional sample quantity apart from the quantity mentioned above will not be given.
- 1.16.3 The bidder is advised to read these instructions carefully and to ensure that his response complies fully with the requirements of the tender. Failure to provide the information and documents required by this Invitation to Bid may render the Bid to be unacceptable. Tender should be submitted in the prescribed form supplied by MRPL only.

1.16.4 Declaration as per the format of 'Undertaking by Bidders' (attached as Part – T) duly signed & stamped by the bidder to be submitted in Company's letter head as token of having read and understood all the tender requirements and accept all terms and conditions of the tender including all corrigendum / addendum / clarification issued, if any, in lieu of submission of full tender document with signature and Stamp on each page. However, Signed copy of Corrigendum / amendment / addendum / Clarification if any to be submitted/upload along with the EoI/ Technical Bid / attachment in EPS system.

1. SPECIAL TERMS & CONDITIONS:

1.1. Price:

- 1.1.1. Bid should be for the Basic price, for delivery ex-MRPL, Mangalore Refinery. Quote shall remain firm for 120 days after price bid opening date, for acceptance & placement of sale order by MRPL.
- 1.1.2. GST is applicable and price evaluation shall be done based on GST. Bidders shall mention the applicable GST rate.
- 1.1.3. Bid price consists of amount towards recoverable Platinum content, per KG of the spent catalyst, as per bidder's offer. Platinum Price would be based on the ruling Platinum Prices in London Platinum Market (LPPM) as published in LME's website (<http://www.lme.com/metals/precious-metals/platinum/>) premium/discount as quoted by the bidder.

1.2. BID SUBMISSION UN-PRICED, PRICE BID & EVALUATION:

- 1.2.1. Bidders will be required to quote for the following after final quantities (after sampling and packing) separately for Spent Catalyst in Techno commercial (Un- priced Bid).
- 1.2.2. Bidders will be required to fill the PRICE BID in our e-procurement portal as per following details.
- 1.2.3. Bidders shall consider all applicable costs as inclusive while quoting for the tender, other than loading charges (which shall be handled by MRPL) and GST. GST as applicable shall be quoted as per price bid format.

Currency: **Bidder to quote in INR or USD or EURO ONLY.**

1.3 The Techno Commercial Bid (i.e Un-Priced Bid) will be invited in the following format

Bidder to quote in the unpriced bid format as attached below:

Sr	Spent catalyst, sampled, weighed & packed	Platinum Analysis		
		Loss on Ignition % by weight as per bidders analysis	Platinum Content in % by weight of net spent catalyst excluding LOI as per bidders analysis	Expected Platinum recovery % as per bidders analysis
		L (in %)	M (in % weight)	N (in %)
1.	Spent catalyst	Bidder to quote	Bidder to quote	Bidder to quote

1.4 The price bid will be invited in the following format in the e-tender portal as per details mentioned below:

Sr No	Spent catalyst containing Platinum-sieved, sampled, weighed & packed	Fixed premium/Discount per Kg of spent catalyst	
		Indicate plus (+) or Minus(-) as the case may be	Fixed premium/Discount amount in quoted currency per Kg of spent catalyst-Q
		(+/-)	Q (in quoted currency)
1	Spent catalyst	Bidder to quote	Bidder to quote

1.5 Evaluation of offers:

- i. The Evaluation of bids and placement of Order shall be done on overall H-1 basis as per the details quoted in unpriced bid and price Bid as mentioned below:

Total evaluated price (which is the Bid submission price) = (Total value of spent catalyst evaluation price per kg * net weight of spent catalyst in kg)

Basis for calculation of spent catalyst evaluation price per Kg of Spent catalyst is

$$= \left[P \times \left(\frac{M}{100} \right) \times \{ (100 - L) \div 100 \} \times \left(\frac{N}{100} \right) \right] \pm Q$$

Where

- **P : Platinum rate per KG** = Average of LME Fix platinum price AM & PM converted to per KG for the previous seven days ending one day prior to the price bid opening date. (Seven days shall mean consecutive seven days for which LME prices are available);
- **L : Loss on Ignition %** by weight as per bidder's analysis;
- **M : Platinum Content** in % by wt of spent catalyst excluding LOI as per bidder's analysis;
- **N : Expected recovery %** by wt as per bidder's analysis
- **Q : Fixed premium/Discount amount** in quoted currency per Kg of spent catalyst
- LME Platinum price in USD per troy ounce would be converted to rate per gram using conversion factor of 1 troy ounce=31.1035 grams. This will be converted to per Kg
- For comparative evaluation USD /EURO would be converted to INR using USD-INR Exchange rate prevailing at the time of price bid opening, which would be considered on the basis of the reference rate of Reserve bank of India (as available on RBI/FBIL website) on the day prior to price bid opening date.
- Each bidder will have to declare the details of the lab at which the respective analysis has been conducted as the same lab will not be considered for sending the samples for any further analysis.

ii. Bid Evaluation Procedure for Variation in quoted platinum content:

Overall H-1 bid submission price:

Bidder's Platinum Content in % by weight of spent catalyst excluding LOI as per bidders analysis - **M** values will be considered for comparison with the Assay analysis carried out by MRPL and procedure as mentioned in the **Part-I & J** will be followed for arriving at the final Platinum Content in percentage by weight of spent catalyst excluding LOI as per bidder's analysis.

1.6 Payment Terms & Material Lifting Time:

- 1.6.1. MRPL will issue a Sale Order to the successful Bidder and bidder shall make full payment including taxes & duties, for the total quantity, in advance, before upliftment of the material. Payment to be made by demand draft OR electronic transfer. Cash/ Cheque will not be accepted. Bidder shall pay the full sale order value within 20 days after issue of Sale Order failing which action as under will be taken without any recourse:
- Buyer's EMD will stand forfeited.
 - The Sale letter will be treated as cancelled and MRPL shall have right to dispose of the materials.
 - No claim whatsoever from the buyer shall be entertained, in such a case. The buyer shall be black listed and debarred from participation in our future disposal processes.

1.6.2. Material Lifting Time:-

- (i) Buyer will not have choice to select the material, and has to uplift the material from MRPL MANGALORE Refinery, within 30 days of making full payment, failing which MRPL is at liberty to dispose off the un-lifted material any time after the 30 days are over. In addition, 100% payment and the EMD collected from the buyer will stand forfeited.
- (ii) EMD payment will not be adjusted against the Sale value. EMD of successful bidder will be returned only after the completion of the disposal activity & submission of No Claim Certificate.
- (iii) The delivery of material will be given after realization of the DD/NEFT Transfer. In case of delay, ground rent @ 1/2% per week subject to a maximum of 5% of sale value (Basic cost) will be charged w.e.f. the date of realization of full payment OR the sale order will be treated as cancelled and the EMD will stand forfeited without any notice. If the last date of delivery falls on a Closed Holiday for MRPL, the next date of delivery will be the immediate next working day of MRPL. Materials sold but not removed within the specified date, will become the property of MRPL and it will have the right to dispose of such goods in any manner as it deems fit without any notice.

1.6.3 For both the successful bidder and the unsuccessful bidders, Sample Deposit amount of Rs.1,00,000/- (Rupees One Lac Only) deposited by them would be adjusted against the sample issued to them @ **Rs. 7000/- (Rupees Seven Thousand only)** per Kg of samples plus applicable taxes and duties for Indian Bidders and for foreign bidders the rate per kg of sample deposit will be @**USD 125 (US Dollar one hundred and twenty five only) or Euro 95 (Euro Ninty five only)** as the case may be. Minimum Quantity of sample is 1 Kg, with a maximum of 2 Kgs. and balance would be refunded by MRPL. Maximum of two Samples for the Spent catalyst will be provided to qualified vendor and the sample will be provided on outright sale basis and no return of the sample for whatsoever reasons will be entertained.

1.7 Used Catalyst Management:

1.7.1 Bidder will take suitable steps for arranging spent catalyst utilization at his works which may include necessary processing, metal removal & residual catalyst disposal in accordance with environmental norms.

1.7.1.1 Legislation:

All the applicable rules and regulations stipulated by Ministry of Environment and Forests (MOE&F) under Govt. of India, Central and State (Maharashtra) Pollution control boards and any statutory bodies must be complied by the Bidder.

1.7.1.2 Documentation for Transportation:

The responsibility of getting the necessary approvals/ documentation for Road/ Sea Transport (as applicable) of used catalyst rests with the bidder. It shall be solely bidder's responsibility for arranging the necessary documentation such as MOE&F clearance/ NOC from CPCB/ MPCB and any other approvals from other applicable Statutory Authorities for transportation of used catalyst. This includes the approvals/applications required for Customs Clearance / other statutory bodies as well, wherever required.

1.7.1.3 The successful Bidder shall issue a Certificate of Release of Responsibility to MRPL after the spent catalyst is shifted outside the premises of MRPL - MANGALORE Refinery. While MRPL - MANGALORE Refinery will help in arranging the documentation related to Road Transport of Spent catalyst, the responsibility for handling the spent catalyst outside the premises of MRPL - MANGALORE Refinery shall lie solely with the successful Bidder.

1. GENERAL TERMS & CONDITIONS:

- 1.1. The terms Buyer(s)/ Contractor(s) appearing anywhere in this tender document refers to the successful bidder on whom sale order is placed by MRPL for the subject material.
- 1.2. Sale is on "AS IS WHERE IS BASIS, CLEAN SWEEP BASIS AND NO COMPLAINT BASIS". No complaint regarding quality, quantity, or composition of the material will be entertained.
- 1.3. The quantity indicated in this tender is only an approximate estimated quantity No additional / extra claims on account of variation in quantity will be entertained.
- 1.4. The Bidders cannot retract from their offers. If done so, the EMD will be forfeited & buyer will be debarred from participating in our future tenders. Any taxes, duties, etc. payable by the successful Bidder outside India shall have to be borne by the successful Bidder only.
- 1.5. MRPL reserves the right to withdraw wholly or partially any or all the items set for sale at any time during the period of contract without assigning any reasons.
- 1.6. Rights of participation will be for bidders, who, after inspecting the material, pre-qualify themselves by paying the EMD and whom MRPL has not previously blacklisted. Final decision regarding participation of the bidder will be with MRPL.
- 1.7. Sale confirmation, Sale Order, Invoices, Delivery Challans, etc. will be released only in the name of the Company that has initially registered and participated in the tender. There will not be any changes between the registration and completion of transaction.
- 1.8. Successful bidder should make all arrangements for further packing, if required, for uplifting and transportation.
- 1.9. Loading assistance such as Forklift/ Heavy Equipment will be provided by MRPL of Free-of-Cost basis. ALL SAFETY RULES OF THE COMPANY HAVE TO BE FOLLOWED STRICTLY. The buyer also confirms to have read all the general rules as laid by MRPL, with regard to employment of labour for the removal of scrap material as applicable.
- 1.10. While taking delivery of the material, if any damage is done to the premises or other machinery lying nearby, the Company shall recover all such costs required to rectify the damage and bring the material back into the original position and stop delivery of the material till all the costs are paid.
- 1.11. The decision of MRPL is final and binding in all matters related to this sale.
- 1.12. Material lifting shall be as per the guidelines of MRPL only. Buyer shall have no rights to choose / pick the material from the total lot.
- 1.13. Partial lifting shall result in forfeiture of EMD and Sale Value paid in advance. The lifting should be completed within due time frame agreed. Failure to abide by the agreed terms and conditions of the tender and shall result into forfeiture of EMD and MRPL will be at their liberty to sell the subject lot to any third party and debit the differential amount to Buyer's account.
- 1.14. No advantage shall be taken either by the company of the bidder who has been awarded the contract/sale order (herein after referred to as the "Contractor") of any clerical error or mistake, which may occur in the specification, schedule of rates, plans tender or any other papers supplied to or by the contractor in connection with the work.

1.15. **Inspection of Site:**

The bidder has been given an opportunity before or at the time of the entrusting of the work to him, of making an inspection of the site to set at rest any doubts he may have had about the difficulties attending his offer, and any difficulties which may be met with by him in the course of the execution of the work shall neither relieve him from fulfilling the terms of this contract/Agreement, nor entitle him to claim extra payment or an extension of the period by the Company's authorized Engineer-in-Charge that such difficulties could not have been foreseen.

1.16. Once the sale order is issued, permission to the successful Bidder to inspect the material under disposal again prior to upliftment shall not be granted to the successful Bidder unless the payment as per Sale order Terms & conditions is paid by the successful Bidder.

1.17. **Subletting Agreement:**

The contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company first obtained and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.

1.18. **Removal of Materials:**

- 1.18.1. It will be the responsibility of successful buyer to weigh the empty truck at the weighbridge and produce the necessary weigh certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.
- 1.18.2. In order to facilitate MRPL to complete the transaction before 3.30 P.M. The goods should be collected before 3.00 P.M. on any working day with prior appointment with the Materials Department within the stipulated delivery days.
- 1.18.3. Material must be removed by the buyer before stipulated time. Once the goods / materials are taken out of the factory gate, buyer will be solely responsible for all sort of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
- 1.18.4. Once uplifted material left MRPL gate, MRPL should be indemnified with all kinds of external effect, whatsoever may be.
- 1.18.5. Should the original buyer wish to take delivery of the material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the officer concerned. The officer concerned may in his entire discretion, decline to act on any such authority and it shall be for the buyer to satisfy the officer concerned that the authority is genuine. Delivery to such person shall be sole responsibility of the buyer and no claim shall lie against the Company on any account whatsoever, if delivery is offered to a wrong person.
- 1.18.6. All workmen employed by the buyer has to use personal protective equipment (PPE) like Safety goggles, hand gloves, safety shoes, & helmets etc., while loading and unloading of the material. Buyer has to make arrangement for these equipment before entering the Refinery.

- 1.18.7. Workers entering the Refinery premises for uplifting the material will be required to fill up personal particular form and complete other formalities as directed by the office of the Asst. Commandant, CISF and/or any other concerned Govt. authorities.
- 1.18.8. The buyer has to ensure that his/their workers are covered under ESI/PF & submit the proof to our Administration Department without which we will not be able to allow them inside the Refinery.
- 1.18.9. Quantity is subject to the availability of material and MRPL's ability to sell the same. The material will be allotted to the buyer for uplifting strictly on "as is and where is and clean sweep basis". It is to be stated that the quantity mentioned above is only indicative and there is no commitment whatsoever by us. MRPL does not and cannot guarantee any specific quality of the material available for sale. The material is to be lifted from site strictly on "as is where is & clean sweep" basis in its entirety irrespective of the quantity allotted.
- 1.18.10. Only representative of the buyer authorized by the Company will be allowed for the loading / handling of the material. However if the need arises for additional person, the same may be allowed only at the discretion of the MRPL Management.
- 1.18.11. MRPL will in no way be responsible for any accident, damage or injury to the contract's workman or equipment while on site / premises. No claims for damages occurred due to accidents at the time of inspection or at the time of Material lifting for men as well as Machineries will be entertained.
- 1.18.12. Inspection must be done with prior appointment only.
- 1.18.13. Delivery of the material to be taken within the period given in our sale letter. Roaming in the premises of the company, without permission, is strictly prohibited.
- 1.18.14. MRPL will allow only successful bidder to uplift the materials from the refinery premises. No delivery would be effected by the Company to any person other than the Buyer whose name is mentioned in the delivery order.. Under any circumstances, MRPL will not permit the successful bidder to negotiate or sell the materials in any lot or part of a lot to any other party while the goods are still lying within the premises of the Company from inside the refinery premises.
- 1.18.15. The following also to be taken note of in this connection :
 - a) All cranes, lifting equipment tools & tackles (if employed by the Buyer) shall have latest load testing certificates.
 - b) Clear the areas of all debris and waste materials on day-to-day basis and after completion of all works.
 - c) No segregation of material will be allowed inside the refinery. Buyer shall lift the material on "as is where is " condition.
 - d) All scrap and associated material / debris shall be taken out by the buyer outside the Refinery without giving rise to any complaints from municipal and other local authorities. Buyer shall keep MRPL indemnified from and against any such complaints.

1.19. **Termination of Contract:**

The Company reserves the right to terminate the contract at any time by giving three days notice on any of the following grounds:

- a. Unsatisfactory execution or performance of the contract by the Buyer.

- b. Improper behavior of the Buyer or breach of the terms and conditions of the contract.
- c. Delay in more than 30 days in picking up of the deliveries of the material, after the sale order has been accepted.
- d. Misbehavior with any of the staff of MRPL.
- e. Picking up any materials, which is not sold to them and found in their truck or Vehicle.

1.20. **Workmen's Compensation Liability:**

The contractor shall hold MRPL harmless and indemnified from and against all Claims, costs and charges for which the company shall be liable under the Workman's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall put there under, both in respect of personal injuries (within the meaning of the said Act) to be employees and servants of the Contractor or Sub-Contractors, (if any), out of or occasioned during the currency of contractor, sub-contractors and/or the company and/or their respective servants and employees and also respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the contractor, sub-contractor and or their servants and employees in carrying out any of the provisions of this agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the company shall be entitled in law. The Contractor shall at his own expense effect and maintain, until the completion of the work, with an approved office a Policy of Insurance in the joint names of the company and the contractor against such risks and deposit such Policy or policies with the company from the time to time during the currency of this agreement. The contractor shall be responsible for anything not included in the Insurance Policies above referred to also for all other damage to person or property, arising out of or incidental to the negligent or defective carrying out of this agreement and shall keep the company harmless and indemnified.

1.21. **Safety Regulation:**

The contractor shall ensure that he, his sub- contractor and his, or their personnel or representative shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof shall keep the Company harmless and indemnified.

1.22. **Jurisdiction**

Contract / Purchase Order, including all matters connected with this Contract / 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 Mangalore.

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.

1.23. **ARBITRATION & CONCILIATION:**

Parties hereby agree as under:

If any difference or dispute (hereinafter referred as “Dispute”) under the Contract arises, the party shall give a 60 days written notice (“**Dispute Notice**”) to the identified officer of the other party mentioned in the Contract giving details of the Dispute. The Parties shall use all reasonable endeavours to resolve the Dispute mutually and amicably. All efforts by either party within these 60 days Dispute Notice Period shall be kept confidential by both the parties under Section 75 of the Arbitration and Conciliation Act, 1996. Parties shall not rely upon any views expressed or suggestions made by the other party, admissions made by the other party or the fact that the other party had indicated his willingness to enter into a settlement as evidence in any Forum / arbitration / court proceeding.

If Parties are unable to resolve the Dispute amicably within 60 days of receipt of the Dispute Notice, then after expiry of the 60 days’ Dispute notice period, the aggrieved Party can refer the Dispute to conciliation and / or arbitration subject to terms and conditions contained herein below:

1) Parties further agree that following matters shall not be referred to Conciliation or Arbitration:

- (i) Any claim, difference or dispute relating to, connected with or arising out of MRPL decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor.
- (ii) Any claim, difference or dispute relating to, connected with or arising out of MRPL decision under the provisions of Integrity Pact executed between MRPL and the Bidder / Contractor.

2) Part-I: Conciliation (Not applicable in contracts valuing less than Rs. 10 lakhs)

3) Part-II: Arbitration (Not applicable in contracts valuing less than Rs. 5 lakhs) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

PART - I : CONCILIATION :Resolution of disputes through conciliation by OEC (Not applicable in Contracts valuing less than Rs.10 lakhs):

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 may first be referred to conciliation through Outside Expert Committee (“OEC”) to be constituted by MD, MRPL as provided hereunder:

Submission of proposal for OEC

1. Conciliation through OEC will be resorted in all cases involving disputed amount upto Rs. 250 crores only. The disputed amount will be calculated by considering the amount of claim and counter-claim of the parties.
2. Claimant shall give a 30 days notice for conciliation. In cases where the contractor is claimant then the notice shall be given to the concerned MRPL office as per the contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any new issue thereafter.

Constitution of OEC

3. MD, MRPL will have the sole discretion to constitute OEC. OEC will be formed from the panel of experts maintained by MRPL and will normally comprise of three members, one member from each category i.e., Technical, Finance, Commercial and Legal. However, there will be a single member OEC for disputes involving a claim and counter claim (if any) upto Rs. 1 crore.
4. MD, MRPL will have authority to reconstitute an OEC to fill any vacancy or if any OEC member is not available to attend the OEC Meetings.

5. Upon constitution of the OEC, Head-Legal will issue the appointment letters to OEC members and inform same to the parties concerned.
6. The OEC members shall give a declaration of independence and impartiality (in the format at **Annexure A1**) to both the parties before the commencement of the OEC proceedings.

Proceedings before OEC

7. The claimant shall submit its statement of claims to OEC members, and to the party(s) prescribed in the appointment letter within 30 days of the issue of the appointment letter. The claims shall be raised as per the format at **Annexure A2**.
8. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. (As per aforesaid format at **Annexure A2**).
9. Parties may file their rejoinder/additional documents, if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter.
10. OEC will commence its meetings only after completion of the pleadings.
11. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary video conferencing may be arranged. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations.
12. The parties shall be represented by their in-house employees/executives. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of MRPL who have handled the dispute matter in any capacity are not allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.
13. Solicitation or any attempt to bring influence of any kind on either OEC Members or MRPL is completely prohibited in conciliation proceedings and MRPL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.
14. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
15. OEC will give full opportunity of hearing to the parties before giving its recommendations.
16. OEC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. OEC will give its recommendations to both the parties recommending possible terms of settlement MD, MRPL may extend the time/ number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.
17. OEC members will be paid fees (plus applicable tax) and provided facilities as detailed in clause 29 below, subject to revision by MRPL from time to time and subject to Government guidelines on austerity measures, if any. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
18. Depending upon the location of the OEC members and the parties, the venue of the OEC meeting shall be either Delhi /Mangaluru / Bengaluru or any other location whichever is most economical from the point of view of travel and stay etc.
19. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.
20. Legally, parties are under no obligation to refer a dispute to conciliation or continue with conciliation proceedings. Parties are free to terminate the conciliation proceedings at any stage as

provided under the Arbitration and Conciliation Act, 1996 and subsequent amendments or re-enactment thereof.

Actions after OEC Recommendations

21. The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.
22. The contractor shall give its response to MRPL within 7 days of receiving OEC Recommendation.
23. If the recommendations are acceptable to the contractor partly or fully, MRPL will consider and take a decision on OEC recommendations. MRPL shall communicate its decision to the contractor. If decision of MRPL is acceptable to the contractor, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed within 15 days of contractor's acceptance and same shall be authenticated by all the OEC Members.
24. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings. However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.
25. Parties shall keep confidential matters relating to the conciliation proceedings including minutes of OEC meeting and Recommendations of OEC. Parties shall not rely upon them as evidence in any Forum/arbitration/court proceeding, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the dispute.
 - b. Admissions made by the other party in the course of the OEC proceedings;
 - c. Proposals made by the OEC;
 - d. The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
26. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by MRPL to Govt. of India, if required.
27. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 shall be acceptable to the conciliation proceedings and the parties and the OEC members shall be bound by the same.
28. If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
29. **Fees and Facility to the OEC Members :**

OEC members shall be entitled for the following fees plus applicable taxes per member and facilities:

Sl. No	Fees/Facility	Entitlement	To be paid by
1.	Fees	Rs 20,000/- per meeting subject to maximum of Rs. 2,00,000/-* for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs 10,000/- towards secretarial expenses in writing minutes/ OEC Recommendations.	Contractor
2.	Fee for attending meeting/s to authenticate the settlement agreement.	Rs 10,000/-	Contractor
3.	Transportation in the city of meeting	Car as per entitlement or Rs 2,000/- per day	Contractor

4.	Venue of the meeting	MRPL conference rooms/Hotels	MRPL
Facilities to be provided to the out-stationed member			
5.	Travel from the city of residence to the city of meeting	Business class air tickets/first class train tickets/ car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt. of India.	Contractor
6.	Transport to and fro airport / railway station in the city of residence	Car as per entitlement or Rs3,000/-	Contractor
7.	Stay for out stationed members	5 Star Hotel	MRPL
8.	Transport in the city of meeting	Car as per entitlement or Rs 2,000/- per day	Contractor

* except in exceptional cases, where the no. of meetings may extend beyond 10.

PART – II : ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprises) (Not applicable in contracts valuing less than Rs. 5 lakhs)

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 or through conciliation, the same shall be referred to Arbitration as provided hereunder:

1. There shall be no arbitration for disputes involving claims uptoRs. 25 lakhs and more than Rs. 100 crores. The disputed amount will be calculated by considering the amount of claim and counter-claim of the parties. Unresolved disputes involving claims above Rs. 100 crores shall be adjudicated under the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015.
2. 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.
3. Arbitration can be invoked by giving Invocation Notice only after expiry of the 60 days' period as per Dispute Notice.
4. For a dispute involving claims above Rs. 25 lacs and uptoRs. 5 crores, in case other party is Claimant, MRPL will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by MRPL. In case MRPL itself is the Claimant, it shall appoint the Sole Arbitrator by invoking the Arbitration clause and inform the Contractor. Such dispute shall be resolved on fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996.
5. For a dispute involving claims above Rs. 5 crores and upto Rs. 100 crore, the claimant shall appoint an Arbitrator and communicate the same to the other Party in the Invocation Notice itself along with the copy of disclosure made by nominated Arbitrator in the form specified in Sixth Schedule of the Arbitration & Conciliation Act, 1996. For the purpose of Section 21, the Arbitration Proceeding shall commence only upon date of receipt of Invocation Notice complete in all respects mentioned above. The other Party shall then appoint the second Arbitrator within 15 days from the date of receipt of written notice. The two Arbitrators appointed by the Parties shall appoint the third Arbitrator, within 30 days, who shall be the Presiding Arbitrator. 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.

6. For the purpose of appointment of Arbitrator(s), claims amount shall be computed excluding claim for interest, if any.
7. 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.
8. 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 and shall have been retired before 3 years on the date of commencement of the Arbitration.
9. 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 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.
10. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims, i.e. date of cause of action till date of Award by Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitrator / Tribunal shall have no right to award pre-reference or pendente-lite interest in the matter.
11. 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 the 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.

12. The fees payable to each Arbitrator shall be as per rules framed by the High Court in whose territorial jurisdiction as per contract and seat of arbitration is situated. In case no rules have been framed, the fees prescribed may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996. However, Arbitrator may fix their fees keeping the aforesaid schedule as guiding factor.
13. The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis.
14. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20 % of the fees if the claimant has not submitted statement of claim.
 - (ii) 40 % of the fees if the pleadings are complete.
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed
15. Each party shall pay its share of arbitrator's fees in stages as under:
 - (i) 20% of the fees on filing of reply to the statement of claims.

- (ii) 40% of the fees on completion of pleadings.*
- (iii) 20% of the fees on conclusion of the final hearing.*
- (iv) 20% at the time when award is given to the parties.*

16. 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 arrangements for the 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.
17. 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.
18. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
19. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof shall apply to the arbitration proceedings under this clause.
20. Insofar as practicable, the Parties shall continue to implement the terms of the Contract notwithstanding the initiation of Arbitration proceedings.

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

Ref: No.4 (1) /2011-DPE (PMA)-GL, Government of India, Department of Public Enterprises. Dated 12th June 2013.

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 the 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 or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, whose decision shall bind the parties finally and conclusively.

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

Arbitrations with respect to Contracts between CPSEs & Government Departments/Organizations:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE (GM) fts-1835 DATED 22-05-2018.

Any amendment(s) made to the above shall be applicable as per Govt policies/guidelines issued from time to time.

Declaration of independence and impartiality by OEC Member

To,

1. MRPL

2. Contractor.....

Subject: Declaration of independence and impartiality by OEC Member in the dispute between MRPLAnd.....under Contract No.....

I, the undersigned, hereby accept to act as Member of the Expert Committee and conciliate in the disputes under reference between the parties above named.

I confirm that I am aware of the requirements of law particularly of the Arbitration and Conciliation Act, 1996, to act as a conciliator. I am able to act as conciliator and I am available to act as Member of the Expert Committee.

I hereby declare that I am independent of each of the parties and have no ownership interest in any part of the contract under reference or any financial interest in the said contract. I have no interest in the outcome of the dispute or its settlement.

I hereby affirm that I shall act with honesty, integrity, diligence, and will remain independent and impartial while discharging my duties as conciliator/OEC Member. I will disclose any interest or relationship with the parties or the subject matter which might compromise in any manner my ability or capacity to remain impartial and independent in the matter.

The fees and other facilities offered to me and the terms and conditions contained in the appoint letter and guidelines issued by MRPL are acceptable to me. I will not demand for enhancement of the same.

(Signature)

Name:

Address:

Phone:

Email:

Date:

STATEMENT OF CLAIM(S)/ COUNTERCLAIM(S)

1. Chronology of the dispute
2. Brief of the contract
3. Brief history of the dispute:
4. Issues:
5. Details of claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR/USD)	Relevant contract Clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Statement of claims may kindly be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of claims. The statement of claims is to be submitted to all OEC members, to other party and to the office of Head Legal Services-MRPL, by post as well as mail.

Authorized Signatory of the Claimant**Place :****Contact No. :****Date :****Email :**

1.24. **INTEGRITY PACT (IP)**

- 1.24.1. All bidders who are submitting their offer against this tender issued by MRPL are required to sign the MRPL Integrity Pact Document. The Proforma of Integrity Pact (IP)- PART P shall be returned by the Bidder/s along with the bid documents (technical bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with bid documents shall result in the bid not being considered for further evaluation.
- 1.24.2. If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, MRPL shall be entitled to demand and recovered from Bidder Liquidated Damages amount by forfeiting the EMD/Bid Security as per provisions of IP.
- 1.24.3. If the contract has been terminated according to the provisions of the IP, or if MRPL is entitled to terminate the contract according to the provisions of the IP, MRPL shall be entitled to demand and recovered from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the IP.
- 1.24.4. Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor (IEM). The IEM's name, address and contact number is given below:

SI No	IEMs	E-mail Id	Mobile / Phone
1	Shri. M N Krishnamurthy, IPS (Retd.)	krishnamurthymn19@gmail.com	9591110000 080-25427282
2	Shri S Ravi, IRS (Retd.)	sudhaandravi@gmail.com	9444143642 044 -24792558

TECHNICAL DETAILS OF SPENT CATALYST

Spent Catalyst from MRPL - MANGALORE Refinery		
Sr. No.	Description	Data
1	Catalyst type	Mix of Catalysts supplied by UOP & AXENS: i. UOP: UOP R-134 ii. AXENS: CR 702 iii. AXENS: PS 100
2	Approx. quantity of spent catalyst containing Platinum (*)	34,448 Kgs.
3	Approx. quantity of Platinum as per fresh catalyst	0.29 wt % (99.899 kg as per above approximate weight)

(*) Quantity mentioned is approximate. Exact Quantity of Platinum based Catalyst will be ascertained after sampling and weighment activities.

FORMAT FOR TECHNO-COMMERICAL (UN-PRICED) BID

"We have seen the lot/ lots described below, verified the quantity/material from Warehouse/ Site and accordingly quote for the same"

Sr	Spent catalyst, sampled, weighed & packed	Platinum Analysis		
		Loss on Ignition % by weight as per bidders analysis	Platinum Content in % by weight of net spent catalyst excluding LOI as per bidders analysis	Expected Platinum recovery % as per bidders analysis
		L (in %)	M (in % weight)	N (in %)
1.	Spent catalyst	Bidder to quote in Figures and words	Bidder to quote in Figures and words	Bidder to quote in Figures and words

Date :

Signature of Authorised Signatory

(Name & designation and Co. Seal.)

Name & full address of the Firm:

Bidder to quote in the unpriced bid format as attached below:

Sr No	Spent catalyst containing Platinum-sieved, sampled, weighed & packed	Fixed premium/Discount per Kg of spent catalyst	
		Indicate plus (+) or Minus(-) as the case may be	Fixed premium/Discount amount in quoted currency per Kg of spent catalyst-Q
		(+/-)	Q (in quoted currency)
1	Spent catalyst	Quoted/ Not Quoted	Quoted/ Not Quoted

Bidders are required to mention applicable/ not applicable against each of the points mentioned in Table below and submit with the Unpriced Bid:

TABLE for applicable Taxes			
Sr. No.	Description	Applicable / Not Applicable	Remarks (If mentioned as Not Applicable, reasons to be mentioned here)
1	SGST Rate		
2	CGST Rate		
3	IGST Rate		
4	GST rate (For Intra State Sale, SGST + CGST will be applicable. For Inter State Sale, IGST will be applicable. Bidders are required to strike out whichever not applicable)		
5	Income Tax-TCS @ 1 % of Basic price + GST without Form 27C. Income Tax-TCS will be NIL against Form 27 C.		
<p>GSTIN NO.: _____ PAN NO.: INVOICING</p> <p>LOCATION TO : _____</p> <p>"I/WE HAVE READ THE TERMS & CONDITIONS OF THIS TENDER & SAME ARE ACCEPT TO ME/US. ".</p> <p>Date : _____ <i>Signature of Authorised Signatory with Name & designation and Co. Seal.</i></p> <p><u>Name & full address of the Firm:</u> M/s. _____</p>			

Procedure for Catalyst Assay (Including LOI – Loss on Ignition):

1. MRPL shall assay the samples of spent catalyst from 3rd party assayers for determining precious metals content and LOI (i.e. Assay Analysis).

Table-1

Metal	Assays
Platinum	+/- 1%

2. If the difference between the assay results as conducted by the H-1 bidder and MRPL independently lies within the percentage specified in the Table-1 above, the arithmetic mean of the assay results will determine the final analysis value.
3. If the difference between the assay results does not lie within the percentage specified in the table above, Bidder and/or MRPL may decide to re-assay their samples. Once a party decides to re-assay its sample(s), corresponding original assay result(s) of that party will not be considered in reconciliation any further and only the re-assay result(s) will be considered in the reconciliation.
4. If Bidder and/or MRPL decide to re-assay their samples and the difference between the re-assay results lies within the percentage specified in the Table 1 above, the arithmetic mean of the re-assay results will determine the final analysis.
5. If Bidder and MRPL decide not to re-assay their samples or if the difference between the re-assay results does not lie within the percentage specified in the table 1 above, Bidder will submit another sample retained by them for an umpire to a reference laboratory acceptable to both parties subject to the provisions as per **Part-I**.
6. If the umpire's assay results fall inside Bidders and MRPL assay/re-assay results, the arithmetic mean of the umpire's assay results and the closest of bidders and MRPL assay/re-assay results to the umpire's assay results will determine the final analysis. If the umpire's assay results fall outside Bidders and MRPL assay/re-assay results, the closest of Bidder and MRPL assay/re-assay results to the umpire's assay results will determine the final analysis.
7. The umpire's assay costs will be borne by the party whose assay/re-assay results were not included in the determination of the final analysis, however initially the bidder will make the payment and these will be adjusted during the final settlement.

Note:

1. The Umpire for conducting re-assay of samples shall be decided independently by MRPL through a separate tendering procedure. However, in any case, the Umpire shall not be the assayer that has done analysis of the primary samples of MRPL and/ or the H-1 Bidder.

CALCULATION OF SALE ORDER PRICE OF SPENT CATALYST

- i. Sale order price will be calculated by adjusting the Bid Submission price of the successful bidder to the platinum price prevalent at the time of issuing of sale order (average of 7 days LME Platinum prices AM & PM ending one day prior to the sale order date would be considered for this). Seven days shall mean consecutive seven days for which LME prices are available.
- ii. The offer is to be valid for placing of sale order within a maximum of 120 days from the date of opening the priced bid.
- iii. 8 days prior intimation shall be given before placing the sale order: The said 8 days shall be considered as 8 consecutive working days for which LME prices are available, prior to the release of sale order. This would be subject to the overall limit of 120 days (from price bid opening date).

NOTES:

1. For calculating Average of LPPM Platinum Price, the daily LPPM Platinum Fix Price as published in LME's website (<http://www.lme.com/metals/precious-metals/platinum/>) would be considered.
2. One day's price would be the average of AM and PM Fix prices published for that day; in case only AM or PM prices are published for a day, that published price would be taken as that day's price.
3. Published LME Platinum price would be considered in USD per Troy Ounce and would be converted to USD per Gram using conversion factor of 1 Troy Ounce = 31.1035 grams which in turn will be converted to per KG.
4. Price bid should be valid for placement of sale order within 120 days of price bid opening date.
5. LME rate per Troy Ounce in USD will be converted to rate in Indian rupees on the basis of the reference rate of Reserve bank of India (as available on RBI/FBIL website) on the day prior to price bid opening date.
6. Bidder with the highest Total Bid Submission Price as calculated above would be the successful bidder.

Procedure for weighment and sampling for analysis:

The sampling shall be carried out in the presence of representatives of MRPL and participating bidders. The sampling activity may take approximately one week and the bidders personnel will have to be present for the entire duration and all the charges for travel, stay, boarding, lodging and local transportation to be taken care by the bidders and no claim whatsoever will be considered or permissible.

The detailed sampling procedure which will be adopted for sampling purpose is listed below:

1. Tare weight of each empty drum shall be recorded prior to its filling with spent catalyst.
2. Each drum containing spent catalyst shall be numbered with proper stickers for identification.
3. The sieved spent catalyst shall be filled to respective drums
4. One jug of spent catalyst shall be removed from each filled drum for sampling.
5. Gross weight of each drum, containing spent catalyst, shall be recorded.
6. Drum shall be sealed.
7. In order to obtain composite sample for sieved spent catalyst one jug (from step 4) of spent catalyst will be sampled from each drum. The sampled quantity shall be mixed and heaped for obtaining composite sample. With the method of coning and quartering, 1 kg samples of this spent catalyst shall be collected separately in bottles and sealed. The number of 1 kg samples will be determined by the number of parties participating in the bid. The remaining spent catalyst after collection of requisite samples will be transferred to separate empty drums (previously weighed and recorded) and total weight of the spent catalyst will be weighed.
8. From the above procedure following records will be obtained:
 - (a) Empty weight for each drum;
 - (b) Gross weight of each catalyst filled drum;
 - (c) Net weight of spent catalyst in each drum;
 - (d) Total weight of spent catalyst filled drums;
 - (e) Total net weight of spent catalyst.
9. Distribution of samples for platinum assay analysis and record will be as follows:
 - (a) Max of two Samples of one kg each of spent catalyst for each participating bidders.
 - (b) Two Samples one kg each of spent catalyst for MRPL third party analysis.
 - (c) Two Samples of one kg each of spent catalyst in sealed form will be kept with MRPL for umpire analysis (if required).
10. Sample Quantities:-
 - (a) Each of the sample quantity will be in one kg containers;
 - (b) Max of 2 kg of spent catalyst samples for platinum recovery will be distributed to each participating bidder.
11. **The final quantity for disposal shall be as arrived at 8 (e) above and no request for further weighment shall be entertained.**

NOTES:

1. Electronic balance with minimum of 0.01 kg accuracy shall be used for weighing.
2. After collection of spent catalyst in drums or sample containers, the weight for each drum/ container, will be recorded and attested by MRPL and participating bidders.
3. Drums will be sealed thereafter.
4. All the samples collected shall be sealed by MRPL in presence of participating bidders.

Format for No Claim Certificate

To,
The Group General Manager,
Materials Department,
Mangalore Refinery and Petrochemicals Ltd.,
Mangalore-575030

Dear Sir,

The entire quantity of spent catalyst ----- kgs as per the sale order issued by MRPL dated -----
has been uplifted. No further obligation is pending with MRPL.

Name of Bidder:

Address and contact details of bidder:

GST Registration No: _____

Income Tax PAN: _____

Thanking You,

Signature of Authorized Signatory
with Name & designation and Co. Seal.

DEVIATION FORMAT:

DISPOSAL TENDER NO. 3000016349

Sl. No. / PART	Reference Clause of Tender Document	Deviation

*Signature of Authorised Signatory with Name
& designation and Co. Seal.*

Expression of Interest (EOI Format)

EXPRESSION OF INTEREST (to be submitted in bidder's letter head)

Bidder's Ref. No:

Date:

To,
The Group General Manager,
Materials Department,
Mangalore Refinery and Petrochemicals Ltd.
Mangalore-575030

Dear Sir,

This has reference to the newspaper advertisement in dated..... and the Proposal details provided on your website for disposal of Platinum based spent catalyst of MRPL. (EoI No. **3000016349**)

We are interested in participating in the said disposal process on the terms stated in the proposal/EOI document.

Name of Bidder:

Address and contact details of bidder:

GST Registration No: _____

Income Tax PAN: _____

Thanking You,

Signature of Authorized Signatory
(Name & designation and Co. Seal)

Format of Acceptance-cum-Registration form (to be submitted on the bidder's Letter Head)

Bidder's Ref. No.:

Date :

To:

The GGM (Materials)
Mangalore Refinery & Petrochemicals Ltd.,
MRPL Refinery,
MANGALORE – 575 030.

Dear Sir,

Sub: Tender No: 3000016349 issued by MRPL for Disposal of Spent Catalyst containing Platinum from MRPL-MANGALORE Refinery.

I/We confirm having gone through the terms and conditions and agree to take part in the Tender at MRPL, MANGALORE refinery on "AS IS WHERE IS BASIS, "CLEAN SWEEP BASIS" and "NO COMPLAINT BASIS".

Having inspected the material and satisfied with the condition and type of the same, I/we also understand that I/we am/are legally bound to purchase the material at the Price at which I/we place the bid.

Name of the Company Contact Person(s) Designation

Address

Phone/ Fax No. Mobile No.

E Mail

Income Tax PAN No.

I understand that in the event of any of the above information being found in-correct/ in-complete, the Participation shall be liable for cancellation by MRPL at any time and I/we shall not be entitled to any claim for Refund arising from the same.

I/We hereby confirm having paid the required EMD, the details of which are furnished hereunder:

DD/PO NO. dated issued by (Bank Name & Branch) for (Amount).

Electronic Funds Transfer Ref.no. dt. From (Bank Name & Branch) for (Amount).

***Signature of Authorised Signatory with
Name & designation and Co. Seal.***

INTEGRITY PACT

between

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

and

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

Preamble

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

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

Section 1 - Commitments of the Principal

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



For "The Principal"

For "The Bidder/Contractor"

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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



For "The Principal"

For "The Bidder/Contractor"

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

- (1) In case of sub-contracting, the Principal Contactor shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.
- (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 the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

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



For "The Principal"

For "The Bidder/Contractor"


Section 9 – Pact Duration

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

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

Section 10 – Other Provisions

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



For "The Principal"

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

Place: Mangalore

Witness 1:.....

Date:.....

Witness 2:.....

1.0 **TENDERS INVITED THROUGH E-PROCUREMENT SYSTEM:**

- 1.1 For tenders invited through E-Procurement System, bids shall be submitted through **online (EPS) mode only** on the Owner's e-tendering portal for tenders invited through e-procurement mode.
- 1.2 Bidders to upload the Un-priced and Price part of their bids strictly in the Unpriced & Priced folders respectively at the designated place in the e-tender portal. Non Compliance to the same may lead to rejection of their offer.
- 1.3 **Bids submitted in any other form through Telex/ Fax/ Telegram/ E-mail/ Courier/ Registered Post/ manually shall not be accepted.**
- 1.4 However, documents which necessarily have to be submitted in originals like EMD and any other documents mentioned in the Tender Documents have to be submitted offline. The Owner shall not be responsible in any way for failure on the part of the Bidder to follow the instructions.
- 1.5 Bidders should avoid the last minute rush to the website for registration of user id and password, enabling of user id and mapping of Digital Signature, SI no, etc., since this exercise require activities from MRPL and EPS provider and needs time. In the event of failure in bidder's connectivity with MRPL/Service provider during the last few hours, bidder is likely to miss the deadline for bid submission. **Due date extension request due to above reasons may not be entertained.**
- 1.6 Bidders to note that the very act of using Digital Signature Certificate (DSC) for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all pages of the bid document without any exception.

2.0 **E-Procurement System Instructions :**

- 2.1 Tender is invited on-line on the website www.tenderwizard.com/MRPL from **the firms** having Class IIB or above Digital Signature Certificate (DSC) (with Signing & Encryption Certificate) issued by any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.
- 2.2 Offers received online on the e-procurement portal only will be considered for evaluation.
- 2.3 The server date and time as appearing on website www.tenderwizard.com/MRPL shall only be considered as cut-off time for receipt of tenders. Offers received by any other mode will not be considered.
- 2.4 Bidders are responsible for obtaining the digital certificates for participation / submission of bids at their cost.
- 2.5 The digital certificate shall be registered on the portal www.tenderwizard.com/MRPL and bidders shall upload the bid well in time.
- 2.6 Bidder shall download the bidding manual, system requirement and vendor registration manual and JRE setup for portal www.tenderwizard.com/MRPL to get acquainted with the procedures for submitting the online bids and load their Bids well within the time provided for bid submission to avoid last minute hassles.
- 2.7 MRPL shall not be responsible for any delays occurred due to reasons whatsoever in receiving as well as on line submission of offers, including internet connectivity, document uploading/downloading issues etc.
- 2.8 Any corrigendum / amendment to the tender will be uploaded on e-Procurement site www.tenderwizard.com/MRPL and will not be published through other mode. Prospective bidders should visit the above MRPL e-Procurement site from time to time to make note of corrigendum / amendment if any.

2.9 In case of any queries regarding registration, bid submission procedure and system related, the bidder shall contact help desk of our e-procurement service provider M/s. ANTRES SYSTEM Ltd., contact person Mr. Dilip Ranganath, contact no. 0824-2882248. **Email: eps@mrpl.co.in**

2.10 Support details as mentioned below:

Support Location	Name	Contact No.	Email ID
Mangalore	Mr.DilipRanganath	0824-2882248	eps@mrpl.co.in
Bangalore	Mr.Mohan Kumar	080-49352000	mohan@antaressystems.com
	Mr.PrabhuSwamy	080-49352000	prabhuswamy@antaressystems.com

PROFORMA OF DECLARATION OF BANNING / BLACK LISTING / HOLIDAY LISTING

A. In the case of a Proprietary Concern:

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

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

B. In the case of a Partnership Firm:

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

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

C. In the case of a Company:

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

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

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

Place :

Signature of Bidder :

Date :

Name of Signatory :

NON - DISCLOSURE AGREEMENT

This agreement, dated _____, is between:

UOP LLC, a limited liability company of Delaware, U.S.A., having its principal place of business at 25 East Algonquin Road, Des Plaines, Illinois 60017-5017 (“UOP”); and

<**COMPANY NAME**>, having its principal place of business at _____ (“COMPANY”).

Background

From time to time, UOP may furnish to one or more of UOP’s customers (individually, “OWNER”) a commercial quantity of one or more of UOP’s catalysts (individually, the “Catalyst”). From time to time, OWNER or UOP may furnish a sample of the Catalyst to COMPANY for COMPANY to evaluate whether COMPANY can recover precious metal(s) from the Catalyst (the “Evaluation”), or OWNER or UOP may furnish a commercial quantity of the Catalyst to COMPANY for COMPANY to recover precious metal(s) from the Catalyst (the “Metal(s) Recovery”).

Terms

1. COMPANY may analyze the Catalyst for the properties listed in the attached Exhibit, but only to the extent necessary for COMPANY to perform the Evaluation and the Metal(s) Recovery. Unless otherwise authorized by UOP in writing, COMPANY will not analyze any other compositional or physical characteristics of the Catalyst.
2. All information relating to the Catalyst or its use which COMPANY obtains by handling the Catalyst, or receives directly or indirectly from OWNER or UOP (the “Catalyst Information”) will remain the property of UOP.
3. COMPANY will not furnish the Catalyst or the Catalyst Information to a third party, except as provided in paragraph 6.
4. COMPANY will use the Catalyst and the Catalyst Information only for the Evaluation and the Metal(s) Recovery.
5. COMPANY will confine the Catalyst and the Catalyst Information to those employees of COMPANY who need access to the Catalyst and the Catalyst Information for the performance of their duties in connection with the Evaluation and the Metal(s) Recovery.
6. COMPANY may furnish a sample of the Catalyst to a third-party laboratory for the laboratory to conduct any of the analyses permitted under paragraph 1, provided the laboratory has first signed an agreement with UOP or COMPANY containing restrictions on use, duplication and disclosure which are at least equal to those in this agreement. COMPANY will not disclose to the laboratory the source or the past use of the Catalyst.
7. The restrictions on use and disclosure in this agreement will not apply to any of the Catalyst Information:

- a. which was developed by COMPANY and was in COMPANY's possession before COMPANY's receipt of the Catalyst Information under this agreement;
- b. which was in the public domain before COMPANY's receipt of the Catalyst Information under this agreement, or which subsequently enters the public domain through no act or omission by COMPANY; or
- c. Which has been rightfully furnished to COMPANY by a third party without restrictions on use or disclosure.

The above exceptions will not be construed as an express or implied grant of any rights under UOP's copyrights or patents. An individual feature of the Catalyst Information will not be considered to be within the above exceptions merely because the feature is embraced by more general information within the exceptions. A combination of features of the Catalyst Information will not be considered to be within the above exceptions unless the combination itself and its principle of operation are within the exceptions.

- 8. UOP makes no representations or warranties regarding the Catalyst or the Catalyst Information, and UOP will not be liable for any losses or damages arising out of their use.
- 9. This agreement may be terminated by either party at any time. After termination, the restrictions on use, duplication and disclosure in this agreement will remain in effect; however, COMPANY will have no further right under this agreement to receive or use the Catalyst or the Catalyst Information.
- 10. Each Party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other Party in the performance of that other Party's obligations under this Agreement ("Staff"). Each Party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each Party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other Party by sending a written request with proof of identity to the other Party to the address set forth in this Agreement.

AGREED:

AGREED:

<COMPANY NAME>

UOP LLC

By _____

By _____

Title _____

Title _____

EXHIBIT

CATALYST PROPERTIES THAT MAY BE ANALYZED BY COMPANY

List of properties

1. Loss of ignition
2. Platinum content

UNDERTAKING BY THE BIDDERS

(in letter head)

Tender No: _____

Name of the Work: _____

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

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

- 1) Tender Document(s)
- 2) Special Terms & Conditions
- 3) Pre-bid meeting Minutes (if any)
- 4) SOR / Price bid format
- 5) Corrigendum / Addendum/ Clarification (if any)

Place :

Signature of Bidder :

Date :

Name of Signatory :

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