



**मंगलूर रिफाइनरी एण्ड पेट्रोकेमिकल्स लिमिटेड**  
**MANGALORE REFINERY & PETROCHEMICALS LTD.**  
(ऑयल एण्ड नेचुरल गैस कॉर्पोरेशन लिमिटेड की सहायक कंपनी )  
(A Subsidiary of Oil and Natural Gas Corporation Ltd.)

**Corrigendum – 2**

**To**

**EOI / TENDER No. 3000018806**

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

**With reference to the above tender, bidders are requested to note the following:**

1. Further, the items, conditions, specification and stipulations of the Bidding Document stand modified to the extent indicated in the attached replies to the Pre-Bid queries (attached as **Annexure – 1**). The implications of the same, elsewhere in the tender shall be taken care of appropriately by the bidders. All other terms and conditions, stipulations and specifications of tender shall remain unaltered.

**Note:**

Bidders shall submit copy of these documents along with the EOI, **duly signed and stamped**, as a token of having read and understood the same.

**Please submit the Offer on or before the Bid Closing date & time : 30.12.2021, 15.00 Hrs (IST).**

\_\_\_\_\_  
**Bidder's Seal & Signature**

## Replies to Prebid Querries

## Tender No. 3000018806 - Disposal of Spent catalyst Containing Platinum

<u>Sr. No.</u>	<u>Section</u>	<u>Clause</u>	<u>Clarification Sought</u>	<u>MRPL Reply</u>
1	Instruction to Bidders	Point No. 1.5.1 at page No 7	Bidders are required to deposit sample amount of Rs. 2.0 Lacs along with EOI by way of original DD / Pay Order / proof of wire transfer / NEFT / RTGS. Since sample cost is only Rs.9000/- per kg, deposit of Rs. 2 Lacs is not justified. This deposit is taken only to cover the cost of samples. Last Tender too, Sample deposit was Rs.1 Lac.	Bidder shall submit sample deposit of Rs 2.00 lakhs as per tender conditions. The sample deposit amount would be adjusted towards the sample issued and the balance amount will be returned after completion of the order.
2	Instruction to Bidders	Point No. 1.13.3 at page No 9	Premium / Discount is mentioned as percentage of Platinum (P). Hence, kindly confirm.	Premium / Discount as Percentage of Platinum rate per Gram
3	Instruction to Bidders	Point No. 1.15d at page No 10	Bidders have NDAs with UOP & AXENS which will be submitted along with their EOI. MRPL may confirm the same directly with UOP & AXENS.	Noted.
4	Instruction to Bidders	Point No. 1.15.B.ii at page No 11	Platinum Content in percentage by weight of spent catalyst including LOI as per bidder's analysis should be considered.	As per tender conditions
5	Instruction to Bidders	Point No. 1.16.2 at page No 12	Balance amount to be refunded immediately on issuing the samples to Vendors as EMD of Rs. 5 lacs will be available with MRPL.	Balance Sample amount and EMD payments shall be refunded immediately on placement of order on the H-1 Bidder.
6	Special Terms & Conditions	Point No. 1.1.1 at page No 13	In this pandemic, market is too volatile. So it is difficult to maintain price validity for such long period. Request you to keep price validity for 60 Days.	Validity of the offer shall be 120 days after price bid opening date.
7	Special Terms & Conditions	Point No. 1.5.i at page No 14	The Formula is incorrect. As explained in the meeting, please see attached our Excel sheet dated 6.12.21 showing clearly the calculation for arriving at the basic price per kg of Spent catalyst.	Evaluation of offer shall be as per the tender conditions.

<u>Sr. No.</u>	<u>Section</u>	<u>Clause</u>	<u>Clarification Sought</u>	<u>MRPL Reply</u>
8	Special Terms & Conditions	Point No. 1.6.1 at page No 14 & 15	As discussed, we request you to relax this lifting period in lieu of the covid conditions. This also need not be the reason for MRPL disposing off the material elsewhere or forfeiting the EMD and 100% payment.	Buyer to lift the material within 30 days of making the full payment as per tender conditions.
9	Special Terms & Conditions	Point No. 1.6.3 at page No 16	As informed, we will require 2 kgs samples (500 gms x 4) from each lot made. Please confirm.	Confirmed.
10	General Terms & Conditions	Point No. 1.5 at page No 18	Since samples have been drawn from the entire lot which are representative, we do not agree to any partial withdrawal of any lot.	Noted.
11	General Terms & Conditions	Point No. 1.18.1 at page No 19	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. As discussed in meeting this responsibility will be in MRPL's scope which MRPL agreed to.	Noted.
12	General Terms & Conditions	Point No. 1.18.5 at page No 19	On being awarded your Order, for collection of Spent catalyst, we will be deputing our authorized representatives to your plant with our Company's Authority letter for the same, certifying their Specimen Signatures for your perusal. Hence, there is no question of MRPL offering delivery to wrong persons.	Noted.
13		Annexure A-1 and A-2 Page no. 28 and 29	Declaration of independence and impartiality by OEC Member and Statement of Claims/Counterclaims, MRPL confirmed that this declaration is not required.	Noted.
14	Part - I	Point No. 5 at page No 34	HP informed that Umpire Lab has to be a mutually selected International Lab of repute and not selected by MRPL only.	Umpire lab will be informed once the same is finalised by MRPL. Further, the Umpire lab shall be one that is duly authorised to carry out testing of samples by both Axens and UOP.

<u>Sr. No.</u>	<u>Section</u>	<u>Clause</u>	<u>Clarification Sought</u>	<u>MRPL Reply</u>
15	Part - J	Point No. 5 at page No 35	Should read as under: 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 the Sale order date.	Noted.
16	Part - K	Point No. 4 at page No 36	One jug each from bottom, middle and top has to be drawn from falling stream of each drum into the next drum.	Noted.
17	Tender programme schedule	Page No. 5	Since we already have commitments of sampling at other sites and considering the present covid protocol of covid restrictions of travel, we will not be able to carry out sampling in December as of now. We will revert on next possible date in January, 2022.	Sampling to be carried out during first week of January 2022.
18	Part-P	Page No. 41	Integrity Pact agreement format, Please provide a legible format.	Integrity Pact attached as Annexure - A.
19	General		Kindly provide your bank details for Payment of EMD and Sampling amount through NEFT/RTGS/DD	Bank details attached as Annexure - B.
20	Special Terms & Conditions	Point No. 1.5.i at page No 14	There is discrepancy in the formula which needs to be rectified	Formula for evaluation of bids shall be as per tender conditions.



# मंगलूर रिफाइनरी एण्ड पेट्रोकेमिकल्स लिमिटेड

## MANGALORE REFINERY AND PETROCHEMICALS LIMITED

अनुसूची 'अ' के अंतर्गत भारत सरकार का उद्यम SCHEDULE 'A' GOVT. OF INDIA ENTERPRISE.  
(ऑयल एण्ड नेचुरल गैस कॉर्पोरेशन लिमिटेड की सहायक कंपनी A SUBSIDIARY OF OIL AND NATURAL GAS CORPORATION LIMITED)  
सीआईएन/CIN : L23209KA1988GOI008959

पंजीकृत कार्यालय : कुत्तेतूर पोस्ट, वाया काटीपल्ला मंगलूर - 575 030 (भारत) दूरभाष: 0824-2270400, फैक्स: 0824-2271404, E-mail: mrplmlr@mrpl.co.in  
Regd. Office : Kuthethoor P.O. Via Katipalla, Mangaluru - 575 030 (India) Tel.: 0824-2270400 Fax: 0824-2271404 Website: www.mrpl.co.in  
आई.एस.ओ. 9001, 14001 एवं 50001 प्रमाणित कंपनी AN ISO 9001, 14001 AND 50001 CERTIFIED COMPANY

### To Whomsoever It May Concern

Dear Sir/Madam,

Sub: Bank Details of MRPL Union Bank of India, Kuthethoor Branch

To facilitate payment through electronic mode, we furnish the details of our Bank Account:

#### A. Vendor's / Customer's Particulars

1. Name of A/c Holder : Mangalore Refinery and Petrochemicals Limited.
2. Address : Kuthethoor Post, Via Katipalla Mangalore – 575030.

#### B. Bank Account Particulars

1. Name of A/c Holder : Mangalore Refinery and Petrochemicals Limited.
2. Bank Account No. : 560101000026927
3. Account type : Cash Credit
4. Bank Name : Union Bank of India (Erstwhile Corporation Bank)
5. Branch Name : Kuthethoor, MRPL SITE
6. 11 digit IFS Code : UBIN0905925
7. 11 digit NEFT Code : UBIN0905925
8. MICR No. : 575026018
9. Bank Phone No. : 0824 – 2279002
10. Swift Code : UBININBBMAP

I/We hereby confirm that the above information are complete and also undertake to advise any changes to the above details.

For Mangalore Refinery and Petrochemicals Limited.

*पुनकत लाल*  
07/12/2020  
*Subhakar*  
21/12/2020

Authorised Signatory

Certified that the particulars in Sl. No (B) above are correct as per our records.

कृते यूनियन बैंक ऑफ इंडिया  
For UNION BANK OF INDIA

Bank Seal & Signature and date

Note:- On making payment kindly furnish payment details (Utr No.. Amt., etc) along with Customer/Vendor A/c.

पुनकत लाल  
कुत्तेतूर, एम.आर.पी.एल. शाखा  
Kuthethoor - MRPL Branch 8/12/2020

बेंगलूर कार्यालय : प्लॉट नं. A-1, - के .एस.एस.आई.डी.सी. प्रशासनिक कार्यालय भवन के सामने, इंडस्ट्रीयल एस्टेट, राजाजीनगर, बेंगलूर -560 010  
Bengaluru Office: Plot A-1, Opp. KSSIDC A. O. Building, Industrial Estate, Rajajinagar, Bengaluru - 560 010.  
दूरभाष : Tel: (क.) (O) 080-22642200, फैक्स Fax : 080 - 23505501  
दिल्ली कार्यालय : कोर-8, 7<sup>वीं</sup> मंजिल, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली- 110003 दूरभाष: 011-24306400, फैक्स: 011-24361744  
Delhi Office : Core-8, 7<sup>th</sup>, Floor SCOPE Complex, Lodhi Road, New Delhi - 110003. Tel.: 011-24306400, Fax: 011-24361744  
मुंबई कार्यालय : मेकर टॉवर 'ई' विंग 15वां तल, कफ परेड, मुंबई - 400 005. दूरभाष: 022-22173000, फैक्स: 22173233  
Mumbai Office : Maker Tower, 'E' Wing, 15th Floor, Cuffe Parade, Mumbai-400 005. Tel.: 022-22173000, Fax : 22173233

**INTEGRITY PACT**

between

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

and

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

**Preamble**

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

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

**Section 1 - Commitments of the Principal**

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

*Mes-S. M.*

For "The Principal"

For "The Bidder/Contractor"

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

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

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

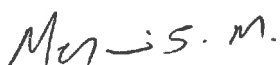
If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process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

## Section 4 - Compensation for Damages

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

## Section 5 - Previous transgression

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



For "The Principal"

For "The Bidder/Contractor"

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

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

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

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

## Section 8 - Independent External Monitor

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

*Mes - S. M*

For "The Principal"

For "The Bidder/Contractor"



**Section 9 – Pact Duration**

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

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

**Section 10 – Other Provisions**

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

*Men S. M.*

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For "The Principal"

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

Place: Mangalore

Witness 1:.....

Date:.....

Witness 2:.....