



## MANGALORE REFINERY & PETROCHEMICALS LTD.

(A Subsidiary of Oil and Natural Gas Corporation Ltd.)

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### **Addendum 01**

**To**

**MRPL Tender No. 3200000576 dated 14.10.2022**

**TENDER FOR CHAIN-LINK FENCING WORK FOR FUTURE PROJECTS LAND OF MRPL, MANGALURU, KARNATAKA.**

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

The items, conditions, specification and stipulations of the Bidding Documents and modified to the extent indicated in

i) Annexure -1 – Commercial Addendum.

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 technical–commercial bid, **duly signed and stamped**, as a token of having read and understood the same.

## Addendum 01 – Annexure-1: Commercial Addendum

SI No.	Section No./Clause No.	Addition/ Deletion/ Modification
1)	<b>Vol-1: Commercial Section, NIT, Under Clause No.4, The brief details of the tender</b>	Under Clause No.4, The brief details of the tender, <b>SI No.15</b> of the table :- Relaxation in PQC (Financial Turnover & Past Experience) for Start-up Companies to be read as <b>APPLICABLE</b> .
2)	<b>Vol-1: Commercial Section, NIT, Under Clause No.5.0 of BQC</b>	Bidder to consider PQC (Pre-Qualification Criteria) relaxation to MSE/Start-up bidder as <b>Note No.3 below</b> ; <b><u>Relaxation to MSE/ Start-up bidder:</u></b>  a) <b><u>MSE:</u></b> Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises (to the extent of 15%) as per GOI guidelines subject to meeting of quality and technical specifications. (For example, if PQC value applicable to other than MSE bidders is Rs. 100/-, the same shall be Rs. 85/- for MSE bidders).  b) <b><u>Start Up:</u></b> Relaxation in Prior Turnover and Prior Experience Criteria for Start-up is applicable
3)	<b>Vol-1: Commercial Section, ITB, Clause No.46.0</b>	Bidder to consider, Conditions for Start-up companies under <b>Clause No.46.0 of ITB</b> as mentioned below, 1. Subject to meeting of Quality and Technical specifications, MRPL may consider allowing the participation of all “Start-up” companies (and not limited to manufacturing sector), who are capable of executing the order as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid. The start-up bidder shall be required to submit an undertaking along with the bid stating that they will comply with all quality requirement and technical specifications of the tender during execution. 2. To establish the quality and technical specification of the tendered items Technical Capability, following criteria to be ensured as applicable; a) The bidder who intends to participate as “Start-up” company should enclose the `Certificate of Recognition issued by Department of Industrial Policy and Promotion(DIPP), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid. b) Nature of Business mentioned in application made to get Start-up accreditation. Nature of Business should be related to tender item. c) A detailed Business Plan covering complete implementation of work with following points needs to be submitted as applicable; · Methodology to execute tendered work · Resource allocation & planning · CV/Qualification of Key executives

		<ul style="list-style-type: none"> <li>· Working Capital &amp; Finance Management</li> <li>· Safety, Security &amp; statutory aspect</li> <li>· Any other important points which would be helpful to prove quality &amp; technical capability.</li> </ul> <p>d) Certificate of Incorporation.</p> <p>e) Audited Balance sheet (P&amp;L statement) of all the financial year since incorporation.</p> <p>f) The Start-up companies, recognized by DIPP are exempted from payment of EMDs.</p> <p>g) Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Start-ups as per the GOI guidelines.</p> <p>h) However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein MRPL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Start-up Companies as per GOI guidelines.</p> <p>i) Start-up Companies, who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.</p> <p>j) Based upon above documents / details, if MRPL is not convinced on meeting quality and technical capability of the bidder on the tendered items is able to execute the subject tender, the bid may be rejected without any further notice / communication to the bidder.</p> <p><b><u>Bid Evaluation in case of tie:</u></b></p> <p>I. In case of tie at the lowest bid (L1) position between two or more start-up/non-start-up bidders, the order will be placed on the bidder who has higher/highest turnover in last audited financial year.</p> <p>II. In case there is tie at the lowest bid (L1) position between only start-up bidders and none of them has past turnover, the order will be placed on the start-up who is registered earlier with Department of Industrial Promotion and Policy.</p>
4)	<p><b>Vol-1:Commercial Section, SCC, Annexure-IV: Qualification &amp; Experience requirement of Key Construction Personnel and Penalty for their Non-Mobilisation.</b></p>	<p>Annexure-IV to SCC deleted and replaced as mentioned below;</p> <p><b><u>CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT</u></b></p> <p>a) <b><u>Contractor's Site In charger/Site Engineers.</u></b> The contractor after the award of the work shall deploy experienced site in charge, to whom equipment and materials if any, will be issued, authorized to sign RA bills and to whom all site instructions and notices can be issued. Apart from site in charge has to deploy minimum 1 civil Engineer to monitor the job and 1 safety supervisor on daily basis.</p> <p>b) <b><u>Contractor's Field workers.</u></b> The contractor shall provide, to the satisfaction of the EIC sufficient and competent work force in respective civil and other works. It is the responsibility of the contractor to take necessary work permits to carry out the job in plant area as per MRPL work permit system.</p> <p>c) <b><u>Entry Passes / work permit</u></b> It is the responsibility of the contractor to arrange for the entry passes</p>

		for their workforce in coordination with MRPL administrative department.
5)	<b>Vol-1:Commercial Section, ITB, Format for Integrity Pact (FORM-M1)</b>	<u>Missing documents under Format for Integrity Pact-FORM-M1, Page No:79 to 82 of Tender document.</u> <b>Bidder to note and consider FORM-M1 as per <u>Annexure-A</u> below.</b>
6)	<b>Vol-1:Commercial Section, SCC-Part-I, Clause No:23.0, Annexure-1 to Purchase Preference Linked with Local Content (PP-LC 2017)</b>	<u>Missing documents under Annexure-1 to Purchase Preference Linked with Local Content (PP-LC 2017), Page No:254 to 265 of tender document.</u> <b>Bidder to note and consider Annexure-1 to Purchase Preference Linked with Local Content (PP-LC 2017) as per <u>Annexure-B</u> below.</b>
7)	<b>Vol-1:Commercial Section, SCC-Part-II, Annexure-XI to SPC, Procedure for Final Documentation (SPC-000009) (Rev-01)</b>	<u>Missing documents under Annexure-XI to SPC, Procedure for Final Documentation (SPC-000009) (Rev-01), Page No:370 to 377 of tender document.</u> <b>Bidder to note and consider Annexure-XI to SPC, Procedure for Final Documentation (SPC-000009) (Rev-01) as per <u>Annexure-C</u> below.</b>

**ANNEXURE-A**

**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"

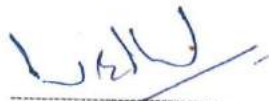
**Preamble**

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.



For "The Principal"

Prasanto Sankar Pedural  
Mangalore Refinery and Petrochemicals Ltd.  
Mangalore - 575 030

For "The Bidder/Contractor"

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**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"  
Mandator - R. Srinivas & P. S. Srinivas  
Mandator - R. Srinivas & P. S. Srinivas  
Mandator - R. Srinivas & P. S. Srinivas

Podaval  
Prasanna  
Prasanna  
Prasanna

For "The Bidder/Contractor"

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

- (1) In case of a joint venture, all the partners of the joint venture should 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 in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8 - Independent External Monitor**

- (1) The Principal 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 extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/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"

Prasanth Sankar Poduval  
Managing Director, MRPL  
Mangalore Refinery & Petrochemicals Ltd.  
Mangalore - 575 010

For "The Bidder/Contractor"

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**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/odged 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 MRRL.

**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"

Signature:   
Name: Praveen Sankar Reddy  
Designation: Managing Director  
Company: Mangalore Refinery & Petrochemicals Ltd.  
Mangalore, Karnataka - 575 003

Place: Mangalore

Date: .....

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

Witness 1: .....

Witness 2: .....

## **ANNEXURE-B**

**Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended**

### **1 Preamble**

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

### **2 Definitions**

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than or equal to 20% but less than 50%, as defined under this Policy.
- ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

### 3. **Scope**

- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
- 3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

#### **4. Procurement**

- 4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meets any of these tests with respect to India.

**5. Purchase Preference- Linked with Local Content (LC)**

- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 **Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

- 5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.
- 5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.
- 5.1.7 The procedure for award under the policy is at **Enclosure-I**.

## **6. Determination of LC**

### **6.1 LC of goods**

- 6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.
- 6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:
- a) in the case of direct component (material), based on country of origin;
  - b) in the case of manpower, based on INR component.
- 6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

### **6.2 LC of service**

- 6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- 6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
- a) cost of component (material) which is used;
  - b) manpower and consultant cost; cost of working equipment/ facility; and
  - c) general service cost.



- 6.2.3 The criteria for determination of cost of local content in the service shall be as follows:
- a) in the case of material being used to help the provision of service, based on country of origin;
  - b) in the case of manpower and consultant based on INR component of the services contract;
  - c) in the case of working equipment/facility, based on country of origin; and
  - d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
  - e) Indian flag vessels in operation as on date.

### **6.3 LC of the EPC Contracts:**

- 6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- 6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- 6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

### **6.4 Calculation of LC and Reporting**

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

## **7 Certification and Verification**

- 7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:
- 7.1.2 At bidding stage:
- a) Price Break-up:
    - The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of the bidder, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

## **8 Governance and Supervision**

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

## **9 Sanctions**

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,  
a) Reduce the minimum local content below the prescribed level; or  
b) Reduce the margin of purchase preference below 20%; or  
c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

**PROCEDURE FOR AWARD OF CONTRACTS**

**Procedure for award of contracts under this policy shall be as follows:**


1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

**ANNEXURE-C**


	<b>MANGALORE REFINERY AND PETROCHEMICALS LIMITED</b>	
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**SPC-000009**

1	01/12/2020	Revised and Reissued	<i>[Signature]</i> 1/12/2020	<i>[Signature]</i>	<i>[Signature]</i>
0	01/09/2015	Revised, Renumbered and Reissued	HP	AC	HSR
Rev No	Rev Date	Description	Prepared By	Checked By	Approved By

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## 1. OBJECTIVE

- 1.1 This procedure provides general guidelines to compile and submit the Final Documents to MRPL by the agency is executing specific job against a W.O. or a P.O. issued by MRPL or by any agency on behalf of MRPL
- 1.2 Final Document as per these guidelines shall be prepared *in addition* to the documents issued during project execution (construction documents), which is normally released in parts while the job is in progress.
- 1.3 This is a general guideline for all projects of MRPL, however any addition or deletion of the clauses based on the specific project requirement shall be approved by PMC or the Engineer-in-charge of MRPL. An approved deviation note shall be furnished for this purpose.

## 2. COMPONENTS OF THE FINAL DOCUMENTS

### 2.1 BASIC DESIGN & EXTENDED BASIC DESIGN PACKAGES

Basic and extended design packages shall be compiled and the revision control shall be maintained by the respective PMC or the similar agency of the project. At the completion of the project complete and updated sets of design packages with all latest revisions shall be handed over to MRPL. Similarly Basic Engineering Design Basis for unit & facilities shall be handed over to MRPL.

### 2.2 MASTER INDEX FOR DOCUMENTS & DRAWINGS


- 2.2.1 These shall be treated as a key document for reviewing completeness of the documentation at any point of time. It shall show details of documents/ drawing applicable for any equipment / system / service. Master Drawing/Document Index shall have following columns :-

Unit	Job/PO No	Folder No.	Sr. No.	Drw./Doc. No.	Rev.	No of Sheets		Equip. No	Drawing /Doc Title	Remarks
						From	To			

Rev	Date	Prepared by	Checked by	Approved by PMC/Consultant	Approved by MRPL

- 2.2.2 A detailed list of PO/Contract to be furnished to MRPL Engineering Documentation Centre to ensure that documentation of equipment / contract is/are submitted in totality.

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**2.2.3** A complete list of drawings and documents including document control index to be submitted in addition to clause 2.2.1.

### 2.3 SECTIONS OF THE FINAL VENDOR/ENGINEERING DOCUMENT FOLDER

#### 2.3.1 Section A : Contents

Shall have following columns:-

Sr. No.	Drawing No.	Rev.	No of Sheet	Equipment	Drawing Title	Digital file name (SOFTCOPY)

This content to be certified by the PMC/Consultant/Engineer-in-charge of MRPL for its completeness in all respects.


#### 2.3.2 Section B : Technical Documents/Drawings

Followings are the various subsections

Sr no.	Documents
<b>Vendor requirement</b>	
1	Detailed technical with PR / Engineering Specification / Design Basis / Design Calculation/Sizing calculation
2	Equipment list.
3	As-Built Specification sheet / data sheet, Performance Curve
4	General arrangement drawing, Cross Sectional drawing, Part Drawing
5	Assembly drawing, Fabrication, structural & foundation drawing
6	Foundation Information Document for Foundation Design
7	Drawings / catalogues, for special items like spring/hangers/ expansion bellows etc
8	Instrument/Electrical system all documents
9	Details documents & drawings, Data sheet, Manual & Catalogues of Bought-out Component,
10	Guarentee certificate, Inspection release note in original
<b>Engineering requirement</b>	
11	Flow Sheet & summaries (System Drawing, P&IDS, Utility Flow Dia., Material flow diagram), Utility and Chemical Consumption Data
12	Layout Drawing, Piping, Civil, Structural general arrangement Drawing
13	Instrument/Electrical specifications, data sheets & drawings
14	Line schedule, Stress analysis documents.

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15	Under ground piping, OWS & CRWS drawings along with standard & specification.
16	Piping material specification, Valve material specification
17	Pipe Support drawings / Standards, Lubricants List
18	Line wise bill of materials and summary
19	Process and mechanical Design / Strength calculations, Hazop report, Stress analysis report.
20	Any other documents like Fire fighting system, soil investigation, survey documents, Statutory documents etc.

**2.3.3 Section C : Manual / Procedures**

Sr no.	Documents
1	Fabrication Procedure / Sequence
2	Inspection and Test Procedure, Quality acceptance procedure, Job procedure & Procedures for Erection and Commissioning
3	Installation, Operation and maintenance Manual
4	Storage & Handling procedure, Protection and Preservation Procedures

**2.3.4 Section D : Inspection and Test Records including IBR certificates & all reports.**

**2.3.5 Section E : Spare Parts and Tool List**

**2.3.6 Section F : As built drawings**


In this section asbuilt drawings for all site fabricated items, engineering drawings like process, piping, civil, electrical, instrumentation, plot plan, fire fighting, line schedules, pipe supports index/register, piping isometrics, fire fighting etc. shall be compiled in an orderly manner.

- The file format shall be labeled as mentioned in section 3
- All as built drawings (Hard copy) shall be approved by authorised signatory/ Inspection agency with seal & sign  
Items mentioned from 2.3.2 to 2.3.6 are indicative only, any deviation from this shall be approved by concern EIC of MRPL.

**2.3.7 Section G : Digital Copy**

- Two sets of digital copies shall be submitted in CD/DVD with proper label. If size of the total files of a PO/Equipment is crossing more than 10GB same to be submitted in external hard disk. Master index for all the files and file index for individual file must be available in searchable pdf / Excel format.

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2. All drawings shall be on the latest version of AutoCAD. If drawing is prepared in other format same need to be converted in to the latest AutoCAD version..
3. Engineering documents/drawings/design calculation/design specification prepared using any software shall be submitted in native format and same output is also to be provided in searchable pdf version.

Operating manuals and others documents shall be on MS Word / Excel or on searchable pdf. format. Soft copies should be segregated index wise as per clause no. 2.3.1 contents of the document folder. Total document folders must not be scanned in a single file.

4. Hand written/filled test reports to be submitted in pdf format.
5. Radiography films preferably to be submitted in digital format.


## 2.4 FIELD INSPECTION DOCUMENTATION

- 2.4.1 A detailed index to the content shall be available at the beginning of each file
- 2.4.2 Each inspection reports shall be indexed with the report number and number of pages
- 2.4.3 All Documents/Reports shall be approved in its totality by stamping & signing the Master Indexes as per section 2.2.1.
- 2.4.4 Radiography films shall be indexed and included with the final documentation package.
- 2.4.5 All radiographic films shall be put in an aluminum box/container with lock and key.
- 2.4.6 As built drawings if any shall be compiled as per section 2.3.6
- 2.4.7 Digital Copy : as per clause no. 2.3.7

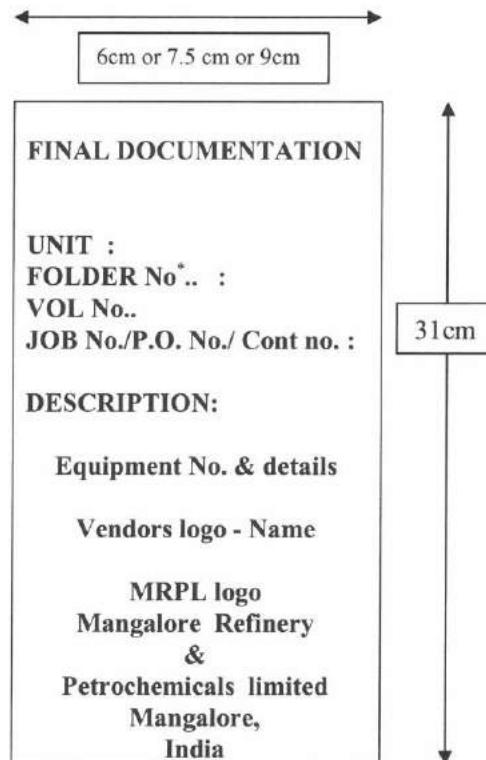
## 3. FILE FORMAT OF DOCUMENTATION FOLDER

- 3.1 **Filing** : As far as possible separate folder has to be prepared for each equipment / system / service, however if documentation for a particular equipment / system /service are required to be filed in more than one files due to the volume, identical folder no. suffixing numbers of files e.g. 1/5, 5/5 etc shall be mentioned. On the other hand if the volume of documentation is less one folder may be used for more than one equipment of the same group, e.g. two or more pumps may be filed in one file, but not pumps, compressors, exchanger etc in one single file.

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- 3.2 **Drawing Filing** : Each single drawing shall be put in separate transparent **A/4 size** drawing (non sticky) pouch and shall not be punched.
- 3.3 **File size** : All documents and drawings shall be compiled in A4 size file(s) ( 28cm x 31cm), with 2-clips. Width of the file can be, 6.0 cm or 7.5 cm or 9.0 cm. based on the volume of documents
- 3.4 **Document size** : The documents / drawings submitted in file shall be in its original size (A0/A1/A2/A3/A4), and to be folded in A4 size to accommodate in the A4 size drawing pouch as mentioned in 3.2.
- 3.5 **Digital Copies** : Each single CD/DVD shall have proper lables and to be filed in a separate distinct section of the document folder.
- File label : Each file shall display following information on its spine.



\* To be provided in consultation with PMC / MRPL Engineering Documentation Centre.

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**4. SUBMISSION OF DOCUMENTS**

4.1 All final documents duly compiled by this procedure alongwith deviation note as mentioned in section 1.3 shall be handed over to MRPL Engineering Documentation Centre through PMC / consultant / Engineer-in-charge of the project.

4.2 Completion Certificate from PMC/Consultant/Engineer-in charge, as per following format shall be attached in all document folder

-----  
**COMPLETION CERTIFICATE OF FINAL DOCUMENTATION**

Name of Supplier/ Contractor :  
Customer :  
Project :  
Project No. :  
Purchase Order No./ Contract No. :  
Purchase Requisition No./ Tender No. : Rev.No. :  
Name of the work/Equipment :  
MRPL Equipment Tag. No. :  
Supplier's / Contractor's Works Order No. :  
Total No. of files :

Certified that the Engineering Documents / Manufacturing & Test Certificates submitted by the supplier are duly checked by us and found complete in all respect in accordance with the final documentation procedure No. SPC-000009 Rev 01.


Signature : ..... Signature : .....  
Date : ..... Date : .....  
Name : ..... Name : .....  
Designation : ..... Designation : .....  
Department : ..... Department : .....

Supplier /Contractor

PMC/Overall contractor

4.3 Piecemeal submission shall be avoided.

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- 4.4 If any document /drawing is required to be submitted in later date after submission of final folder, shall clearly appear in the content (section 2.3.1) with a note "LATER" duly approved by PMC / Consultant / Engineer-in charge
- 4.5 Work related Piping and Civil area drawings to be updated "Asbuilt" by PMC/Contractor with their respective changes at site.
- 4.6 Number of sets of Final Documents

Sr.No.	Document Group	# Copies	Digital File
1	Basic /Extended Design Packages	1	2
2	Vendor / Engineering Documentation / Drawings (As-Built Final)	1(original)	2
3	Final Field Inspection Reports, Documents & Drawings (Drawings As-Built certified)	1(original)	2
4	Radiography films	1	2

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