

**MRPL Tender No: 3000024227**

**Item: Tube Bundle Assembly**

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**Item Details (BOQ)**

Sl. No	Item Code	Description	QTY	UOM	GST in %	Total Rate (Rs.)
1	1000180655	TUBE BUNDLE ASSY,WITH TUBES, TUBESHEETS, BAFFLE PLATES, TIE RODS, (WITHOUT FLOATING HEAD), TUBE MATL SA179,TUBE OD:19MM, THK-2.11MM, LENGTH:6000 MM	1	EA		To be quoted in GeM directly including all charges & GST

**Note:**

- In GeM, price to be quoted inclusive of all TPI Charges, P&F charges, Freight Charges Insurance and GST.
- The bidder should supply the material with TPI from TPI agencies like M/s. LRIS or BV or DNV or TUV or IRS only as per technical specification.
- Material to be supplied as per attached technical specification.
- Mention the GST Rate (%) in above table.
- All other terms & conditions shall be applicable as per GeM GTC and MRPL GPC.

**TENDER TERMS**

**Price Reduction Schedule (PRS) :** Applicable

Price Reduction Schedule (PRS) is applicable @ ½% (0.5%) of the PO value per week or part thereof for delay in supplies subjected to a maximum ceiling of 5% of PO/ Contract Value. PRS will be imposed on the cost of PO/ Contract price of delayed supplies, except however, where, in the judgment of MRPL the supply of partial quantity does not fulfil the operating need, PRS will be imposed on full value of the PO/ Contract.

**EMD: Applicable.** (EMD amount is as per GeM Bid document)

**Payment Terms:**

100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate as per GeM T & C.

**Delivery:** Material shall be supplied to MRPL within 150 days from the date of PO (Contract).

**Warranty:** As per technical specification.

**ePBG: ePBG @5% of Total GeM Contract Value for 26 Months (5 Months towards delivery + 18 Months towards warranty + 3 Months claim Period) towards Security deposit and Warranty Period from date of PO.**

(ePBG to be submitted within 10 days from date of PO)

**Offer Validity :** 90 Days from the bid closing date

**Contact details**

A	Technical Queries	<b>Name</b>	Mr. Nayan Veram	Mr. P Rajendran
		<b>Email</b>	<a href="mailto:nayan_verma@mrpl.co.in">nayan_verma@mrpl.co.in</a>	<a href="mailto:rajendran@mrpl.co.in">rajendran@mrpl.co.in</a>
		<b>Phone No</b>	0824-2882372	0824-2882324
B	Commercial Queries	<b>Name</b>	Mr. Nagaraj	Mr. Abhishek Ghosh
		<b>Email</b>	<a href="mailto:nagaraj@mrpl.co.in">nagaraj@mrpl.co.in</a>	<a href="mailto:abhishek_ghosh@mrpl.co.in">abhishek_ghosh@mrpl.co.in</a>
		<b>Phone No</b>	0824-2882281	0824-2882228

### **Pre-Qualification Criteria**

1. The bidder shall be a Manufacturer of the **Heat Exchanger Tube Bundle Assembly**.
2. **Past Experience:-**  
The bidder should have executed at least one completed order for **Heat Exchanger Tube Bundle Assembly of SA179 Tubes** of value not less than **Rs. 38.50 Lakhs** to any Hydrocarbon sectors like Refineries or Petrochemicals or Fertilizer Plants or Oil & Gas Processing Plants during last 5 years ending last day of the month previous to the one in which tender is floated.

#### **Relaxation for MSE and Startup's Bidders:**

- i. **MSE:** In line with the Government policy, qualified Micro and Small Scale Enterprises (MSEs) will be given relaxation up to 15% on past experience, as per GOI guidelines subject to meeting of quality and technical specifications
- ii. **STARTUP'S:** No relaxation in prior experience and prior turnover for Startup bidders for this tender due to public safety, health, critical safety, operations& equipments etc.

#### **3. Other Criteria:**

The Bidder shall not be under black-list or holiday List of MRPL or Ministry of Petroleum & natural Gas (MoPNG) or not debarred by orders issued by DoE during the period in which tender is invited. Bidder shall submit self-certified declaration for the same.

#### **Note:**

- a) The Bidder shall submit Copy of Purchase order along with any one of the following proof of execution as applicable for **PQC Sl. No: 2**
  - Copy of Invoice
  - Third Party Inspection certification release notes
  - Lorry Receipt Copy (LR Copy)
- b) All documents furnished by bidder in support or meeting the experience criteria of PQC shall be either duly certified by Statutory Auditors of the bidder or a practicing Chartered Accountant (not being an employee or director or not having any interest in the bidder(s) company/firm) where audited accounts are not mandatory as per law "or" Duly notarized by any Notary Public
- c) All the Financial documents or Reports or Certificates issued or certified by (Chartered Accountants (CAs) must have Unique Document Identification Number (UDIN).
- d) MRPL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.
- e) PQC Value is exclusive of taxes.

### **Bid Evaluation Criteria**

1. The bidder shall comply with all the technical specifications and scope given in the tender.
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2. The bidder shall agree to supply the materials with third party inspection by TPI agencies like M/s. LRIS or BV or DNV or TUV or IRS only as per technical specification.
3. The bidder should quote for all items and offer for partial items will not be considered for techno-commercial evaluation and confirmation to this effect to be given in the technical bid.
4. The techno commercially acceptable bids will be evaluated on **overall L-1 basis** ie; lowest landed cost to MRPL.

### **Rejection Criteria**

The bids are liable for rejection in following cases:

1. Bids received after the due date and time of bid submission shall be summarily rejected.
  2. **Bids without EMD:** Bids received without EMD or with Insufficient EMD as on the bid closing date and time shall be summarily rejected. However, Micro and Small Enterprises (MSEs) registered with NSIC or Udyam or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) or Start-up companies recognized by DIPP or PSUs or Categories as mentioned in GeM GTC are exempted from submission of EMD (as applicable). Such bidder needs to submit relevant and valid documents along with technical bid of tender.
  3. Offer sent without having the prescribed bidding document of MRPL, non-adherence to technical / commercial terms & conditions, **GeM 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. Non-compliance to any of PQC/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. – Not Applicable
  6. If technical bid & price bid are submitted together.
  7. Bids found to have been submitted with falsified or incorrect information.
  8. If bidder is under Holiday or Blacklist of MRPL or MoPNG or debarred by orders issued by DoE during the period in which tender is invited.
  9. Consortium Bids shall not be accepted.
  10. For Domestic Tenders: Offer submitted in any currency other than INR shall be rejected.
  11. Offers not meeting statutory requirement are liable for rejection.
  12. The bidder from a country which shares the land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)). The bidder should submit an undertaking to this effect along with the technical bid.
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(To be in the Company letter head)

Date: .....

**DECLARATION ON BANNING/HOLIDAY LISTING**

We, M/s\_\_\_\_\_ hereby declare that we have not been placed on blacklist or holiday list or debar list by MRPL or Ministry of Petroleum & Natural Gas (MoPNG) or not debarred by orders issued by DoE. We further declare that in case we are banned by any of the above such bodies/agencies during any tendering stage, our bids shall be liable to be rejected.

**Stamp & Signature of the Bidder**

**NOTE:**

1. If a bidder has been black-list or holiday list or debar list by MRPL or Ministry of Petroleum & Natural Gas (MoPNG) or by orders issued by DoE, this fact must be clearly stated with details. If this declaration is not given along with the unpricedbid, such bids are liable to be rejected as non-responsive bids.

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**MRPL Tender No 3000024227 for Supply of Tube Bundle Assembly**

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

Date: .....

**DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES / STARTUP COMPANIES/ ENTITIES SEEKING PURCHASE PREFERENCE UNDER MAKE IN INDIA POLICY/WOMEN ENTREPRENEURS/REGN WITH TReDS/GeM**

<b>Sl.</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	Is your organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others	.....
<b>2</b>	Has your firm/organization registered your items/services in Government e-Marketplace (GeM)  <b>Successful tenderer should provide Unique GeM seller ID at the time of award of Contract / placement of order.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> <b>Unique GeM seller ID.....</b>
<b>3</b>	Does your organization belong to Micro / Small / Medium scale Industry / Start-Ups under DIPP/ others  (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<input type="checkbox"/> Micro <input type="checkbox"/> Small Scale <input type="checkbox"/> Medium <input type="checkbox"/> Startup Company <input type="checkbox"/> Others
<b>4</b>	In case you belong to Micro / Small/Medium Scale Enterprises whether you are registered under SC / ST Category  (Please tick mark the appropriate)	<input type="checkbox"/> Yes <input type="checkbox"/> No <b>if yes,</b> <input type="checkbox"/> SC <input type="checkbox"/> ST
<b>5</b>	In case you belong to Micro / Small/Medium Scale Enterprises, whether your firm/Organization owned by Women Entrepreneurs.  (Please tick mark the appropriate)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6</b>	In case you are a Micro or Small Enterprise Bidder, whether you are Manufacturer for the tendered items (Supply). I have attached valid MSE certification.  (Please tick mark the appropriate)	<input type="checkbox"/> MSE Manufacturer of items quoted <input type="checkbox"/> Trader/reseller/authorized agent/distributor <input type="checkbox"/> Non MSE Bidder
<b>7</b>	In case you are a Micro or Small Enterprise Bidder, whether registered with Udyam Registration	<input type="checkbox"/> Yes Udyam Registration No. .... <input type="checkbox"/> No

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<b>8</b>	Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI)- Applicable for Micro, Small and Medium Enterprises	<input type="checkbox"/> No <input type="checkbox"/> Yes, RXIL/A-Treds/M1Xchange <input type="checkbox"/> Registration Number- (tick agency with whom you are registered along with registration No)
<b>9</b>	Classification of Supplier as per Purchase Preference – Local Content (Make in India Policy), i.e. PP-LC (MII).:  Kindly tick one of the following, as applicable based on the Local content in the product / service being offered, for the subject Tender.  Note: Kindly refer the amended PP-LC(MII) policy (effective from 01/10/2020), which is part of the Tender document	<input type="checkbox"/> Class I supplier – Local content equal to or more than 50%  <input type="checkbox"/> Class II supplier – Local Content more than 20% but less than 50%  <input type="checkbox"/> Non Local Supplier – Local Content less than or equal to 20%
<b>10</b>	In case of Class I supplier – Local content equal to or more than 50%, whether you are opting for Purchase Preference – Local Content (Make in India Policy), i.e. PP-LC(MII).  Bidder shall submit relevant documents as mentioned in Annexure-1 (Revised PP-LC Order by MoPNG).	<input type="checkbox"/> Yes, Local Content _____ %  <input type="checkbox"/> No  <input type="checkbox"/> Not applicable
<p>Declaration: I hereby declare that the above data submitted are true and back-up documents are attached as proof of the same. In case any submitted data are found to be incorrect/false, my bid is liable to be rejected and I am liable for suitable actions as per relevant MRPL Policy. Further, I also declare that I am duly authorized by my Management for submitting the bid and <b>valid power of attorney for this tender</b> is attached. In case the Local Content so declared and submitted above is found to be below the threshold level of Minimum Local Content specified as per Tender Conditions, a pre-determined penalty of 10% shall be levied and also liable to banning of business as specified under the Purchase Preference Policy.</p> <p>We also understand that in case we are not claiming benefits under “Local Content”, or MSE-Manufacturer/ System Integrator as per tender requirements, then purchase preference shall apply to other bidders who have quoted accordingly as per policy.</p>		

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

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

**B) ELIGIBILITY AND RECOGNITION OF START-UP COMPANIES**

Bidder who intends to participate as “Start-up” company should fulfil all the conditions of Start-Up as directed by Department of Industrial Policy and Promotion (DIPP), Ministry of

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Commerce & Industry, Govt. of India and his eligibility shall be valid as on bid closing date. He shall also enclose the Certificate of Recognition issued by DIPP.

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

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

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

**D) DECLARATION IN CASE OF ENTITIES SEEKING PURCHASE PREFERENCE UNDER MAKE IN INDIA POLICY**

We have read carefully the terms and conditions for availing the benefits of PP Make in India Policy and we are meeting all the requirements of Local Content and duly certified documents for proving the stipulated local content as mentioned in this document is enclosed.

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

**Authorized Signatory**

**(With Company Seal & Signature)**



**NIL Deviation Declaration**

(In Company letter head)

**GeM Bid No.:** \_\_\_\_\_

**Description of Item:** \_\_\_\_\_

We hereby declare that we have completely read & understood the above bid Document(s) including GeM GTC (General Terms & Conditions), Corrigendum /Addendum (if any), Pre Bid Meeting Minutes (if any) & Technical Specification/Drawing/Scope etc. given in the tender and Confirm NIL deviation with respect to it and shall comply with all Commercial/technical specifications and scope given in the tender in toto.

**Deviation (if any): To be mentioned in the attached format ("Annexure- Deviation Declaration")**

**Note:**

- (1) This declaration should be signed by the Tenderer's authorized signatory on Company letterhead who is authorized to submit the Bid.
- (2) Seal & Signed copy shall be uploaded in GeM Portal.

**Seal & Signature of the Bidder:**

**Name of above Authorized Signatory:**

**Contact No. & e-mail id of Authorized Signatory:**

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## Annexure- Deviation Declaration

### DEVIATION STATEMENT

GeM Bid No. : \_\_\_\_\_

#### I. Technical Deviations:

SL. No	Clause No	Description of clause	Deviation taken by the bidder	Justification towards deviation

#### II. Commercial Deviations:

SL. No	Clause No	Description of clause	Deviation taken by the bidder	Justification towards deviation

#### Note:

1. Bidder to note this Annexure has been included in the bidding document solely for the convenience of the bidder so as to facilitate them to list out the deviations / exceptions both of technical and commercial nature from / to the bidding document. MRPL will not recognise any deviation(s)/ exception(s) which are not listed in this format.
2. Any Deviations taken or noted elsewhere in the submitted bid will not be considered and MRPL will not be responsible for the same.
3. MRPL reserves the right to accept or reject the deviations / justifications and accordingly to take a decision to qualify the bidder in the evaluation of the Techno-Commercial (Un-priced) Bid.
4. In case of "No deviation" Bidder to write 'NIL' & sign.
5. If the above table is left blank (unfilled), it will be construed that the bidder have not taken any deviation to this tender.

**Seal & Signature of the Bidder:**

**Name of above Authorized Signatory:**

**Contact No. & e-mail id of Authorized Signatory:**

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**UNDERTAKING BY THE BIDDERS**

(In Company letter head)

Tender No. : \_\_\_\_\_

Name of Items/Supply: \_\_\_\_\_

We \_\_\_\_\_ (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum and minutes of the pre-bid meeting if any. In the event of our offer found acceptable and Contract/Order is awarded to us, the complete tender documents 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) including GeM GTC & Technical Specs & Scope.
2. Additional Document(s) (if any)
3. Price Bid Format
4. Corrigendum /Addendum (if any)
5. Pre Bid Meeting Minutes (if any)
6. Declaration & undertaking by Micro & Small scale Enterprises / Startup companies/ entities seeking Purchase Preference under make in India Policy/Women Entrepreneurs/Regn with Treds/GeM
7. Notarised Power of Attorney of the signatory to the Bidding Document

Seal & Signature of the Bidder:

Name of above Authorized Signatory:

Date : \_\_/\_\_/----

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**Undertaking with respect to Compliance of Restrictions for  
Countries which share land border with India – as stipulated by  
Govt. of India**

**(ON LETTERHEAD)**

GeM Bid No.: \_\_\_\_\_

Description of Item: \_\_\_\_\_

We have read the clause regarding Provisions for Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, we certify that, bidder M/s \_\_\_\_\_ (Name of Bidder) is:

- |     |  |   |   |
|-----|--|---|---|
| I.  | Not from such a country  | [ | ] |
| II. | If from such a country, has been registered<br>With the Competent Authority (i.e Registration<br>Committee constituted by Department for<br>Promotion of Industry and Internal Trade (DPIIT)).<br>(Evidence of valid registration by the<br>Competent Authority shall be attached) | [ | ] |

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s \_\_\_\_\_ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered against the tender.

**Note:**

- 1) You may refer the govt notifications in the below links for details & updates.  
<https://doe.gov.in/procurement-policy-divisions>
- 2) This declaration should be signed by the Tenderer's authorized signatory on Company letter head who is authorized to submit the Bid.
- 3) Seal & Signed copy shall be uploaded in GeM Portal.

**Seal & Signature of the Bidder:**

**Name of above Authorized Signatory:**

**Contact No. & e-mail id of Authorized Signatory:**

**MRPL VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT & TAX DETAILS**

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Vendor data - ver-9

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

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

**1. Vendor/ Contractor particulars:**

(i)	Name of the Company:	
(ii)	Corporate Identity No. (CIN)	
(iii)	Existing Vendor Code (given by MRPL)	
<b>(iv)</b>	<b>Unique GeM seller ID</b>	
(v)	Complete Postal Address:	
(vi)	Pin code/ ZIP code:	
(vii)	Telephone nos. (with country/area codes):	
(viii)	Fax No.: (with country/area codes):	
(ix)	Cell phone Nos.:	
(x)	Contact persons /Designation:	
(xi)	Email IDs:	

**2. Bank Account Particulars:**

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

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

(i)	Income Tax PAN no.:	
(ii)	Vendor type as per GST Act (tick any one)	<input type="checkbox"/> Registered <input type="checkbox"/> Not Registered <input type="checkbox"/> Compounding SEZ <input type="checkbox"/>
(iii)	GST No.:	

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(iv)	TAN No.:	
(v)	Registered address as per GST No.	
(vi)	Contact Names, Nos.& email IDs for GST matters (Please mention primary and secondary contacts):	
	Accounts Deptt.	1. 2.
	Material Dispatch Deptt./ Services Deptt.	1. 2.
(vii)	Are you registered under TReDS	No/Yes with RXIL/ A-TREDS/M1xchange 10 digit Reg No-

**4. Organization information (MSMEs refer to Micro, Small and Medium Enterprises Development Act, 2006):**

(i)	Company /Partnership Firm /Proprietary Concern / Society/Trust /NGO/Others (Please Specify):	
(ii)	Whether Proprietor/ Partner belongs to SC/ ST category. (Please specify names and percentage of shares held by SC/ST Partners):	
(iii)	Micro/Small / Medium Enterprise/ SSI/ Govt. Deptt./ PSU/ Others:	
(iv)	Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.):	
(v)	MSME Registration no. (with copy of registration)	
(vi)	Udyog Aadhaar Memorandum no.	
(vii)	MSME-Women Entrepreneur	No/Yes
(viii)	Start-Up recognized by DIPP, Ministry of Commerce, Govt of India	No/Yes, copy of certificate from DIPP attached

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

\_\_\_\_\_  
**Name, Seal & Signature of Authorized Signatory for the Vendor with date**

**TO BE FILLED BY AUTHORISED BANKER OF THE VENDOR:**

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

\_\_\_\_\_  
**Bank Seal & Signature with date**

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**EMD/ePBG Format**

Sellers to submit EMD/e-PBG in form Electronic fund transfer (NEFT/ RTGS/ Any other Mode of Internet Banking Transfer) or BG or DD (as Applicable).

- A. In case of Electronic fund transfer, UTR / Remittance Details, EMD Amount, Transaction date etc. to be submitted as per attached format.
- B. In case of BG/DD, EMD/e-PBG to be drawn in favour of **MRPL Mangaluru**, to be sent directly to below mentioned address.  
Please super-scribe on envelope **“EMD/e-PBG for Tender No ..... dated .....”**

**Address to send Hard copy of BG or DD.**

Kind Attn: (Name of Tender dealing Officer)  
Materials Department  
Mangalore Refinery & Petrochemicals Limited,  
Kuthethoor P.O., Via Katipalla,  
Mangaluru- 575030, Karnataka, India.  
PIN: 575030

In case of Bank Guarantee (BG) Submission, MRPL BG Format shall be used with advisory bank details of MRPL (MRPL BG Format & Bank details attached).

SFMS Confirmation against the BG should be provided as per MRPL bank details attached along with bid document.

**Note:**

# Kindly mandatorily mention GeM Bid Number on the sealed envelope.

\* MRPL shall not be responsible for any postage delay or loss of document thereof.

**NEFT/ RTGS/ IMPS/ Any other Mode of Internet Banking Transfer Transaction  
Details for EMD**

Sl No.	Requirements	Details
1.	Name of the Vendor	
2.	Tender Number	
3.	EMD Amount	
4.	Payer's Bank Name	
5.	Payer's Account Number	
6.	Payer's Bank IFSC	
7.	UTR / Remittance Details	
8.	Date of Transaction	

Vendor shall deposit an **Earnest Money Deposit Amount to the below mentioned Bank Details:**

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



**BANK GUARANTEE FOR EMD**

- 1) In consideration of M/s Mangalore Refinery And Petrochemicals Ltd., registered under the Companies Act, 1956, having its Registered Office at Kuthethoor P.O., Via Katipalla, Mangalore-575030, hereinafter called "MRPL" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns having invited / floated Tender to \_\_\_\_\_ Proprietorship / Partnership Firm / Company registered under the Indian Partnership Act, 1932 / the Companies Act, 1956, having its office at \_\_\_\_\_, (hereinafter called "the Tenderer" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns vide Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the Tender" which expression shall include any amendments / alterations to the Tender by MRPL for the supply of goods to / execution of services for MRPL and MRPL having agreed not to insist upon immediate payment of Earnest Money for the fulfillment and the performance of the said Tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We, \_\_\_\_\_ having office at \_\_\_\_\_ and Head Office at \_\_\_\_\_ (hereinafter referred to as "The Bank" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns at the request and on behalf of the Tenderer hereby agree to pay to MRPL without any demur on first demand an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage, costs, charges and expenses caused to or suffered by MRPL by reason of non-performance and non-fulfillment or for any breach on the part of the Tenderer of any of the terms and conditions of the said Tender.
  - 2) We \_\_\_\_\_ further agree that MRPL shall be the Sole Judge whether the said Tenderer has failed to perform or fulfill the said Tender in Terms thereof or committed breach of any of the terms and conditions of the Tender and the extent of loss, damage, costs, charges and expenses suffered or incurred or would be suffered or would be incurred by MRPL on account thereof.
  - 3) We \_\_\_\_\_ Bank further agree that the amount demanded by MRPL as such shall be final and binding on the Bank and the Bank undertake to pay to MRPL the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Tenderer or any suit or other legal proceedings including Arbitration pending before any Court, Tribunal or Arbitrator relating thereto and our liability under this guarantee being absolute and unconditional.
  - 4) We \_\_\_\_\_ Bank, further agree with MRPL that MRPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or extend time for the performance by the Tenderer from time to time or to postpone for any time any of the powers exercisable by MRPL against the Tenderer and to forbear to enforce any of the terms and conditions relating to the Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Tenderer or for any forbearance, act or omission on the part of MRPL or any indulgence by MRPL to the Tenderer or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
  - 5) NOTWITHSTANDING anything herein before contained, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). Our liability under this guarantee shall remain in force until expiration of 180\* days from the date of opening of the said Tender. Unless a demand or claim under this guarantee is made on us in writing within the said period, that is, on or before \_\_\_\*\_\_\_ all rights of the Messrs under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
  - 6) We, \_\_\_\_\_ Bank, further undertake not to revoke this guarantee during its currency except with the previous consent of MRPL in writing.
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**MRPL Tender No 3000024227 for Supply of Tube Bundle Assembly**

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1. This guarantee shall not be affected by any change in the constitution of the Tenderer or the Bank or MRPL and shall remain in full force and effect until the liabilities of the Bank are discharged by MRPL

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

For \_\_\_\_\_ Bank

\*Pl. mention/put specific date

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**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT/PERFORMANCE BOND**

(To be executed ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Ref: Bank Guarantee No.....  
Date.....  
Email id – (BG issuing Branch)  
Email id – (BG confirming Branch)

To:

M/s. Mangalore Refinery And Petrochemicals Ltd.,  
Regd. Office: Kuthethur P.O  
Katipalla, Mangalore 575 030

Dear Sir,

1. In consideration of Mangalore Refinery And Petrochemicals Ltd., having its Registered Office at Kuthethoor, Via Katipalla, Mangalore – 575030 (hereinafter referred to as the “Company” which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors) and having entered into a contract dated ..... (hereinafter called the “Contract” which expression shall include all the amendments thereto) with M/s. ....(Vendor Name) having its Head/Registered Office at.....(hereinafter referred to as the “Vendor” (which expression unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) and the Contract having been unequivocally accepted by the Vendor resulting in a contract bearing No..... dated..... for Rs..... (scope of supply/work) ..... and the Company having agreed that the Vendor shall furnish to the Company a Performance guarantee for the faithful performance of the entire contract to the extent of ..... % of the contract price, i.e. Rs..... (in word). We ..... (bank)..... having its Branch Office at .....(Postal address with Pin code).....and Registered Office at.....(Postal address with Pin code).. .....(hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the Company any money or all moneys to the extent of Rs..... (Rupees .....) in aggregate at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Vendor. Any such demand made, by the Company on the Bank shall be conclusive and binding notwithstanding any difference between the Company and the Vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Company in writing.
  2. The Company shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the contract by the Vendor, or vary the terms of the Contract. The Company shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the
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Vendor and to exercise the same at any time in any manner and either to enforce, or to forbear from enforce, any covenants contained or implied in the contract between the Company and the Vendor or any other course or remedy or security available to the Company. The Bank shall not be released of its obligations under these presents by any exercise by the Company of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance of other act or forbearance of other acts of Company or any other indulgence shown by the Company or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.

3. The Bank also agrees that the Company at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Vendor and notwithstanding any security or other guarantee that Company may have in relation to the Vendor's liabilities.
  4. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and it shall continue to be enforceable till all the dues of the Company under or by virtue of this contract have been fully paid and claim satisfied or discharged or till the Company discharges the Guarantee in writing.
  5. We further agree that as between us and Company for the purpose of this Guarantee any notice given to us by the Company and any amount claimed in such notice by the Company that the money is payable by the Vendor and any amount claimed in such notice by the company shall be conclusive and binding on us notwithstanding any difference between the Company and the Vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our Constitution or that of the Vendor or in the Constitution of the Company. We also undertake not to revoke this Guarantee during its currency or till the Company discharges the Guarantee in writing.
  6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs..... (Rupees .....) in aggregate and it shall remain in full force upto..... (Date of Expiry) and claim period upto ..... ( 90 days from the date of expiry) unless extended further, from time to time, for such period as may be instructed in writing by the Company on whose behalf this Guarantee has been given, in which case it shall remain in full force upto the extended date of expiry and claim period of 90 days from the extended date. Any claim under this Guarantee must be received by us on or before..... (Date of claim) or before the expiry of the 90 days from the extended date of claim period. If no such claim has been received by us within the Ninety days after the said expiry date/extended expiry date, the Company's right under this guarantee will cease. However, if such a claim has been received by us within and upto Ninety days after the said expiry date/extended expiry date, all the Company's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
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MRPL Tender No 3000024227 for Supply of Tube Bundle Assembly

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Dated this ..... Day of .....20....

WITNESS:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(OFFICIALADDRESS)

\_\_\_\_\_  
(Designation with Bank Stamp)

\_\_\_\_\_  
Attorney as per power of Attorney No.....dated .....

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**Procedure to submit the BG - (for the information of the vendor)**

BG should be strictly as per the format given in the tender document. Vendor should request their BG issuing bank to send the SFMS to our bank. Bank details are as under:-

Bank Name - Union Bank of India. (Erstwhile Corporation Bank).

Branch Name - Kuthethoor, MRPL Site

IFSC Code - UBIN0905925

Email - cb0592@unionbankofindia.com

Phone - 08242279002

As per CVC (Central Vigilance Commission) guidelines, the original BG should be **directly sent to MRPL by the BG issuing bank with a copy of SFMS through registered post / courier.**

In case of BG is sent by the supplier, such BG will not be accepted till such time the BG issuing bank directly send to MRPL, a copy of BG duly attested by the bank. **Hence, it is advised to the supplier to arrange to send the BG through their BG issuing bank only to enable us to speed up processing of the BG.**

BG will be accepted and accounted only after getting the SFMS confirmation from our bank i.e. Union Bank of India.

Each page of the BG including stamp paper should have page number like 1 of 3, 2 of 3 so on.

Each page should have BG number.

Number of pages in the BG should be clearly mentioned in the forwarding letter of the Bank.

Above same procedure is applicable in case of amendment of BG also.

**(Note: Communication details to be filled by the Bank for correspondence)**

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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 : कुत्तेर 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 advice any changes to the above details.

For Mangalore Refinery and Petrochemicals Limited.

*Yamini*  
07/12/2020  
Authorised Signatory  
31/12/2020

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.  
कुत्तेर, एम.आर.पी.एल शाखा  
Kuthethoor - MRPL Branch 8/12/2020.

बंगलूर कार्यालय : प्लॉट नं. A-1, - के .एस.एस.आई.डी.सी. प्रशासनिक कार्यालय भवन के सामने, इंडस्ट्रीयल एस्टेट, राजाजीनगर, बंगलूर -560 010  
Bengaluru Office: Plot A-1, Opp. KSSIDC A. O. Building, Industrial Estate, Rajajinagar, Bengaluru - 560 010.  
दूरभाष : Tel: (का.) (O) 080-22642200, फैक्स Fax : 080 - 23505501  
दिल्ली कार्यालय : कोर-8,7<sup>th</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