

**BHARAT PETROLEUM CORPORATION LIMITED, MUMBAI REFINERY, MAHUL, MUMBAI – 400 074.
INDIA**



CENTRAL PROCUREMENT ORGANISATION [CPO – R]

TENDER CRFQ No. 1000292158/ 26.10.2017

E TENDER NUMBER 31101

FOR SUPPLY OF FRESH FCCU CATALYST TO KOCHI REFINERY AS PER THE TERMS AND CONDITIONS OF
CONTRACT 4600524902 DATED 26.06.2014

DUE ON 31.10.2017 (11:00 HRS – IST)

Bharat Petroleum corporation Limited, Mumbai Refinery, CPO – R, Mahul, Mumbai 400 074, India

Tel No. +91 22 25533225 / +91 22 25533031

Email : tabassumn@bharatpetroleum.in , deodharrv@bharatpetroleum.in

**BHARAT PETROLEUM CORPORATION LIMITED, CENTRAL PROCUREMENT ORGANISATION (REFINERIES)
MAHUL, MUMBAI 400 074, INDIA**

PHONE: +91 22 25533225, +91 22 25533031

NOTICE INVITING TENDER

CRFQ NUMBER 1000292158 DATED 26.10.2017, E TENDER- 31101

Bharat Petroleum Corporation Limited (BPCL), Central Procurement Organization (Refineries) invites offer (Two Part Bid) for Supply of fresh catalyst for FCCU to Kochi Refinery as per the terms and conditions of original contract 4600524902 dated 26.06.2014.

Details of tender are available and can be downloaded from any of the following websites.

- a. BPCL's e-procurement platform <https://bpclproc.in>
- b. BPCL website www.bharatpetroleum.in → Tenders → View Tenders → Select Department → CPO (Refineries)
- c. Central Procurement Portal <https://eprocure.gov.in/cppp>

Important: All updates, amendments, corrigenda etc. (if any) will be posted on the above websites as and when required. There will not be any publication of the same through newspapers or any other media.

Place: Mumbai

CPO (R)

Date: 26.10.2017

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Annexure A

Special Conditions of Tender

1. Product Name - ULTIMA - BPKR – 12 (with RE content of minimum 1.60%wt).
2. Quantity – 170 MT (One time supply)
3. Reference: CRFQ 1000166609 / 04.07.2012, Contract No. 4600524902 dated 26.06.2014
4. The catalyst to be supplied by bidder as per the terms and conditions of contract 4600524902 dated 26.06.2014
5. The bidder shall provide a declaration stating that the supplied catalyst will have same physical and chemical properties as that of catalyst supplied during contract 4600524902 dated 26.06.2014. Also the properties of catalyst shall be provided by the bidder in the technical bid.

6. Earnest Money Deposit (EMD):

Bidder is required to submit interest free EMD of Rs. 1,00,000.00 (one Lac only) or US\$ 1,520.00 (One thousand five hundred and twenty dollars) as the case may be. Offer received without scan copy of EMD (DD/BG) in the e-tender and physically not received within 7 days after “Technical Bid” opening date (as indicated in the NIT or corrigendum thereof) is liable to be rejected.

EMD of US\$ 1,520.00 (One thousand five hundred and twenty dollars) shall be paid by Bank Guarantee, as indicated above or by transfer to the following account:-

Beneficiary Name	Bharat Petroleum Corporation Limited
Bank Name	Standard Chartered Bank
Branch Address	90, M G Road, Fort, Mumbai-1
USD Account no	22205032520
Swift Code	SCBLINBBXXX
BSR Code	6470036

- a. Bank Guarantee from any Foreign Bank is acceptable only if the same is countersigned by their Indian Branches (provided the Indian Branch of the Foreign Bank is recognized Scheduled Bank by Reserve Bank of India) or any Scheduled Indian Bank.

- b. The Bank Guarantee in lieu of EMD shall be furnished on non-judicial stamp paper of value not less than Rs. 100/- (Rupees One hundred only) and in the prescribed Performa given in the Tender Document.
- c. The Bank Guarantee shall be kept valid for a period of 180 days beyond the Tender due date / extended due date.
- d. Original DD / BC / BG as the case may be, towards EMD shall be sent separately to **DGM, CPO-Refineries, Bharat Petroleum Corporation Limited, Mahul, Mumbai 400 074, India.** Copy the DD / BC / BG as the case may be, along with proof of dispatch to be uploaded along with un-priced bid.
- e. EMD shall be released on receipt of performance bank guarantee.
- f. Forfeiture of EMD – A bidder who has submitted their bid shall not be permitted to alter / amend or withdraw the bid, notwithstanding that the bid(s) has / have not yet been opened / finalized. A bidder who purports to alter / modify withdraw their offer after submission, within the validity of the offer shall be liable to have their offer rejected and their EMD forfeited / en-cashed.
- g. The Earnest Money deposited by successful bidder shall be forfeited if the successful bidder fails to honor the offer terms prior to ordering and Contractual terms after issuance of LOA / PO.

ANNEXURE - B

PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

Bidders are required to incorporate appropriate remark in the category applicable to them and submit the same along with Technical Bid.

In the case of a Proprietary Concern:

I hereby declare that neither I in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Bharat Petroleum Corporation Limited or its Administrative Ministry, except as indicated below:

(Here give particulars of black listing or holiday listing and in absence thereof state "NIL").

In the case of a Partnership Firm

We hereby declare that neither we M/s. _____ submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm, either in his individual capacity or as proprietor of any firm or concern have or has been placed on black list or holiday list declared by Bharat Petroleum Corporation Limited or its Administrative Ministry, except as indicated below:

(Here give particulars of black listing or holiday listing and in absence thereof state "NIL").

In the case of Company

We hereby declare that we have not been placed on any holiday list or black list declared by Bharat Petroleum Corporation Limited or its Administrative Ministry, except as indicated below:

(Here give particulars of black listing or holiday listing and in absence thereof state "NIL").

It is understood that if this declaration is found to be false in any particular respect, Bharat Petroleum Corporation Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place:

For and on behalf of

Date:

Signature & seal of the vendor

ANNEXURE - C

INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal", And

....., hereinafter referred to as "The Bidder/ Contractor/ Supplier".

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for **Supply of Fresh Catalyst for FCCU in Kochi Refinery**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor 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:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) 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.
 - c) 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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/ Contractor/ Supplier

- (1) The Bidder/ Contractor/ Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder/ Contractor/ Supplier 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.
 - b) The Bidder/ Contractor/ Supplier 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 cartelisation in the bidding process.

- c) The Bidder/ Contractor/ Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/ Contractor/ Supplier 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.
 - d) The Bidder/ Contractor/ Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/ Contractor/ Supplier 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, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder/ Contractor/ Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/ Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder/ Contractor/ Supplier can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder 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/ Supplier liquidated damages equivalent to Security Deposit/ Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/ Contractor/ Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor/ Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI 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 the contract, if already awarded, can be terminated for such reason.

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

- (1) The Bidder/ Contractor/ Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/ Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Punitive Action against Violating Bidders/ Contractors/Suppliers/ Subcontractors

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

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. 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 functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/ Contractor/ Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Supplier. The Bidder/ Contractor/ Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Supplier/ Subcontractor with confidentiality.
- (4) 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 Bidder/ Contractor/ Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. 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. However, the Independent External Monitor shall give an opportunity to the Bidder/ Contractor/ Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal 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.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/ Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

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. Mumbai. The Arbitration clause provided in the main tender document/ contract shall not be applicable for any issue/ dispute arising under Integrity Pact.**
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/ Contractor/ Supplier 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.



.....

For the Principal

Rajendra V. Deodhar,

Place: Mumbai

.....

For the Bidder/ Contractor/Supplier

Witness 1:

(Signature/Name/Address)

Date: 26.10.2017

Witness 2:

(Signature/Name/Address)

Please note that the scanned copy of Integrity Pact signed by all (including witness signature) and stamped is required to be uploaded along with technical bid. The original copy of Integrity Pact shall be submitted within 10 days from due date of the tender.

Annexure D

PRO-FORMA OF BANK GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)
FOR EARNEST MONEY DEPOSIT

To,

Bharat Petroleum Corporation Limited,
CPO (R),
Mumbai Refinery,
Mahul, Mumbai 400 074

Dear Sir,

M/s. _____ have taken tender for supply of _____ vide CRFQ _____ dated _____ for Bharat Petroleum Corporation Limited. The tender conditions of contract provide that the bidder shall pay a sum of Rs. _____ (Rupees _____) as earnest money deposit / initial / full security deposit in the form therein mentioned. The form of payment of earnest money / security deposit includes guarantee executed by Schedule "A" Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Limited in case of default.

The said _____ have approached us and at their request and in consideration of the premises, we _____ having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake and agree with you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Limited, we shall on demand pay to you in such matter as to you may direct the said amount of Rs. _____ (Rupees _____) only or such portion thereof not exceeding the said sum as you may from time require.
2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any power of rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect releasing us.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and / or that any dispute or disputes are pending before any officer tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____). Our guarantees shall remain in force until _____ unless a suit or action to enforce a claim under _____ Guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favor under memorandum and articles of association and undersigned has full power to do under the Power of Attorney dated _____ granted to him/her by the Bank.

Yours faithfully,

_____ Bank by its constituted attorney

Sign on behalf of Bank

(Signature of the person duly authorized to sign on behalf of the Bank)

Name, Signature and seal of Bank
