



**Bharat Petroleum Corporation
Limited**
(A Govt. of India Enterprise)

BIDDING DOCUMENT NO.: CRFQ 1000287039

TENDER

**For
PROJECT MANAGEMENT CONSULTANCY
SERVICES (EPCM) FOR BPCL's
PROPOSED BINA PANKI MULTI
PRODUCT PIPELINE**

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INVITATION FOR BIDS

INVITATION FOR BIDS

1.0 INTRODUCTION

BPCL in a bid to meet the growing demand of MS & HSD in state of UP/MP proposes to Lay a multi-product cross country 16"/18" dia Pipeline from BORL's Refinery at Bina in Madhya Pradesh to Panki (Kanpur) in Uttar Pradesh.

In order to proceed further on the proposal, BPCL invites bids through e-tendering on domestic Competitive Bidding basis for "PMC services (EPCM) for BPCL's proposed Multi product pipeline from Bina to Panki" under single stage two bid system from competent agencies meeting the Bidder Qualification Criteria as detailed herein. Bids submitted online through BPCL's e-tender portal shall only be considered for processing.

2.0 BRIEF SCOPE OF WORK

The scope of work includes Project Management Consultancy services (EPCM) for BPCL's proposed Multi product pipeline from Bina to Panki.

3.0 SALIENT DETAILS

a)	Bidding Document on Website	:	From 22.08.2017 to 18.09.2017
b)	Date of Pre-Bid Meeting	:	at 1100 Hrs (IST) on 01.09.2017
c)	Last Date and time of Online submission of Bids (Bid Due Date)	:	Up to 1400 Hrs (IST) on 18.09.2017
d)	Online Opening of Techno-Commercial Unpriced Bid	:	1600 Hrs (IST) on 18.09.2017
e)	Earnest Money Deposit / Bid Security	:	As per Clause No. 8.1 below
f)	Cost of Bidding Document	:	Not Applicable
g)	Opening of Priced Bids	:	On date & time to be intimated later

The complete Bidding Document is available on BPCL website: <https://bpclproc.in/>. Bidders can view / download the document from the above website.

All amendments, time extension, clarifications etc. will be uploaded in the websites only and will not be published in Newspapers. Bidders should regularly visit the above website to keep themselves updated.

4.0 Brief Scope of Work and Completion Period:

The main scope of work envisaged for EPCM tender is Design Engineering, Tendering/ Procurement, Execution Supervision (Office/ Site), Monitoring & Commissioning of Bina-Panki (Kanpur) Pipeline project. This includes providing cross country pipeline system from Bina Dispatch terminal with in BORL, Bina Premises to existing Bhauti POL Depot at Panki, Kanpur. The facilities comprises of provision of new mainline pumps (with VFD) & allied facilities at Bina, 1 no. Intermediate pigging station at approx.Ch.178, Product receipt manifold at Kanpur

Receipt Terminal along with 10 nos. SV/CP stations, CP system, Electrical/ Instrumentation system, Telecom & SCADA.

Set forth is a brief summary of the scope of work of EPCM under individual Package:

- ✚ Review of optimization study included in DFR.
- ✚ Review of EIA/RRA reports prepared by owner and incorporation of the recommendations in the job specifications.
- ✚ Basic design ,detailed engineering and Execution methodology finalization.
- ✚ Conducting HAZID, HAZOP, SIL study and Surge analysis of the project.
- ✚ Finalization of Material Take Off (MTO), Material Requisition (MR) of various items & Preparation of tender document for works contracts
- ✚ Preparation of item wise cost estimate for each Material Requisition and Works contract Tender document
- ✚ Invite bids for procurement of Materials/Equipment/works, evaluation of unpriced and priced Bids, recommendation of award of purchase/ works contracts and providing assistance during negotiations.
- ✚ Preparation of Letters of Intent, Contract Documents/Agreements and Purchase Requisition (PR) .
- ✚ Review/ approval of design/drawings/documents submitted by Suppliers / contractors.
- ✚ Monitoring ,Control & expediting of project progress
- ✚ Quality assurance & Quality control as per specified Standards/Procedures for procurement & work contracts. Including inspection of materials at vendors works and sites including FAT & SAT.
- ✚ Construction supervision including certification of contractor's bills.
- ✚ Health, Safety & Environment Management.
- ✚ Review and approval of "As Built Documents/Drawings".
- ✚ Overall project management including risk management.
- ✚ Providing pre-commissioning and commissioning assistance.
- ✚ Assistance towards concluding of contracts
- ✚ Assistance in Arbitration / Court Cases with the vendor / contractors(if any)

The Scope of work is divided in three parts

1. Part A : Basic Engineering

This shall cover following :-

- (a) Preparation of process package consisting of all Process & Engineering design basis, carrying out optimization studies for the entire pipeline , review /update lay out of facilities, PFDs, P&IDs, process / equipment data sheets, electrical / instrumentation data sheets etc.,
- (b) Pipeline system operation and control philosophy.

- (c) Preparation of conceptual designs, telecommunication, Supervisory Control And Data Acquisition (SCADA) inclusive of leak detection system and turnkey Instrumentation.
- (d) Carrying out pipeline optimization studies and fix up pipeline size as per throughput given by BPCL for Phase I and Phase II.
- (e) Carry out Review of P/L mainly detailed Route Survey / Survey Alignment sheets/ Cadastral Survey/ Soil investigation/ Soil Resistivity data (to be supplied by BPCI).

2. Part B : Detailed Engineering , Inspecting, monitoring and Project management :

All activities after basic engineering which includes detailed engineering, finalisation of specification for procurement of equipment / materials and works packages, preparation of RFQ, detailed estimates, floating of open and Limited tenders for equipment's and works, tender evaluation, issuing LOI/PO, Approval of AFC drawings, all vendor documents, QAP, inspection, expediting, project management, project risk management etc. (detailed as per clause no 6.1.2, 6.1.3, 6.1.4, 6.1.6, 6.1.7, 6.1.9 to 15) till commissioning of the project

3. Part C : Construction Supervision

Site construction Supervision services up to mechanical completion, pre-commissioning and commissioning assistance (detailed as per clause no 6.1.5, 6.1.8)

5.0 TIME SCHEDULE:

All the works of "EPMC Services for Bina-Kanpur pipeline with associated works related to Bina Dispatch terminal, Pigging Station, SV Stations and Kanpur Receipt terminal" shall be as per the scope of work and schedule of quantities mentioned in the tender document and shall be completed as under:

Part – A – Basic Engineering	:	Within 4 months from date of LOI/FOI
Part – B & C – Detailed Engineering/Project management & Site supervision Up to and Including Mechanical Completion, Pre commission & Commissioning assistance of the Project	:	Within 33 months from date of LOI/FOA (Mechanical completion : 27 months from the date of LOI /FOA)

6.0 BIDDER QUALIFICATION CRITERIA:

Following bid qualification criteria is proposed for the consultants participating in the tender:

Bidder(s) who meet all of the following criteria as specified in Clause 6.1,6.2 below shall be qualified for participating in this tender and shall submit supporting documents as detailed in the tender shall only be accepted. Proposal submitted by bidders who qualify as per the following criteria shall be technically and commercially evaluated.

6.1 Technical:

- a)** Bidder (Either Indian/ Indian arm of Foreign company) shall be an Engineering, Procurement, Construction Management (EPCM) consultant and should have successfully carried out Design, Engineering, , Procurement/tendering , Inspection & expediting, Project Management, Construction management of cross country multiproduct / Crude Petroleum Oil Pipeline along with Pumping Station for a single pipeline of at least 14" diameter, min. Pressure rating 600#, 175 KMs length including pipeline dispatch / receipt manifold facilities, SV/IP stations and successfully completed & commissioned these projects in India or abroad through single order, during the last 7 (seven) years reckoned from bid due date of this tender as a direct bidder from the owner and not as a sub-contractor.
- b)** In case the bidder themselves don't have the required qualification as mentioned above, the bidders shall be allowed to participate provided bidders fulfils the following conditions:
- (1) Bidder should have carried out EPCM services for any Hydrocarbon (liquid or gas) Cross Country Pipeline along with Pump Station, for a single pipeline of at least 14" diameter, min. Pressure rating 600#, 175 KMs length including Pipeline dispatch / receipt manifold , SV/IP stations in India through single order, during the last 7 (seven) years reckoned) from bid due date of this tender.
 - (2) Process design basis and Pipeline, piping & Mechanical equipment's Engineering design basis and MR's for Pipeline, piping/Valves/Pipe fittings & mechanical equipment's , are to be approved by the foreign principal/ holding company who has experience in EPCM of Multi product and/or Crude pipelines as per qualification criteria mentioned under clause 6.2(a)
 - (3) In the above case, a back to back guarantee shall be provided by the foreign principal/ holding company stating that the basic design/ Detailed Engineering stated as above in SI.no.2 shall be approved by the foreign principal / holding company and shall assume all obligations related to this under the contract.
 - (4) The Indian Arm should submit an agreement along with the bid documents that the Foreign principal/holding company will

approve all basic Design/ Detailed Engineering as mentioned in para 2 above.

6.2 Financial Criteria:

- a. Annual turn-over: Bidder shall meet the average annual turnover of the Bidder for the last three financial years and it should be equal or more than as mentioned in Table-1 as per audited Balance Sheet and Profit & Loss account during the last three Financial Years ending March'17.

For the vendor following financial year closing at the end of June, September or December, the last three financial years ending with the respective quarter of 2016 will be considered.

Table-1

Average annual Turnover for last three financial years
120 Million INR

- b. The financial net worth of the Bidder as per latest annual report shall be positive.
- c. Bidder shall not be under liquidation, court receivership or similar proceeding.

7.0 Bids may be submitted by:

- i) A single person / entity (called Sole bidder)
- ii) Indian arm of Foreign Company

Fulfilment of eligibility criteria and certain additional conditions in respect of bidder is stated below:

- i) The sole bidder (an entity) as mentioned above shall fulfil each eligibility criteria.
- ii) Experience of only the bidding entity shall be considered. A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BOC of the tender.
- iii) In case the bidder is an Indian arm (Subsidiary or Branch Office) of a foreign bidder, then the foreign bidder shall have to fulfill the eligibility criteria mentioned under clause 6.1 (a) . In such cases the contract shall be entered into with the Indian arm, and a proper back to back continuing guarantee shall be provided by the Principal/Holding company as per clause no. 6.1 (b) 2,3 &4

Notes:

- i) Bidder shall submit documentary evidence to substantiate the above along with their offer; BPCL reserves the right to verify the correctness of documentary evidence furnished by the bidder.
- ii) BPCL reserves the right to assess the capability and capacity of the bidder.
- iii) BPCL reserves the right to verify the successful operation and performance of qualifying projects and bidder shall arrange permissions for visiting these installations.

8 PRE-BID MEETING

8.1 Bidders are requested to attend a pre-bid meeting at the site, as per the date mentioned in Cl. 4.0 above. The address of the site is as follows:

Mr. H.R.Dash
Ch. Manager (Pipeline Projects)
Bharat Petroleum Corporation Limited
SEWREE K, A Installation , 2nd Floor,
ERP Building, Sewree Fort Road,
SEWREE- East
MUMBAI – 400015
Phone No. – 022-24176257
Email – dashhr@bharatpetroleum.in / bijug@bharatpetroleum.in

8.2 The bidders may send their queries, if any, on Bidding Document by email / courier to reach BPCL before the pre-bid meeting. These queries shall be replied during the Pre-bid meeting.

8.3 The queries raised (without identifying the sources of the query) and the responses will be uploaded on website.

9.0 Documents Required to be Submitted in Support of BQC :

- a) Bidder shall furnish documentary evidence by way of copies of work orders/Relevant pages of contracts, completion certificates from their clients, division of responsibilities for the work performed, completion certificate, MOU document/ commitment letters, Annual Reports containing audited balance sheets including Profit and Loss Accounts statement, in the first instance itself, in support of their fulfilling the qualification criteria. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information along with the Bid to establish Bidder's conformance to Qualification Criteria.
- b) In absence of such documents, BPCL reserve the right to reject the Bid without making any reference to the Bidder or assigning any reason what-so-ever.
- c) All documents furnished by the bidder in support of meeting the BQC (including MSE Certificate) shall be submitted in a separate booklet titled "Documents towards BQC" and All the bidding document related to Qualification Criteria should be duly verified and certified as per the following:

EITHER

Documents shall be submitted duly certified by Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee / Director and not having any interest in the bidder's company) where audited accounts are not mandatory as per law.

OR

Documents submitted shall be duly certified true copies, duly signed dated and stamped by any notary public of bidders country (in case of the Principal/ holding company based out of India) / an official authorized for this purpose in Indian Embassy/ High Commission in the country of Principal/ holding company.

OR

Document submitted shall be duly certified true copies, duly signed dated and stamped by TPIA(IRS/ DNV/ LRIS/ EIL/ TATAProjects/ PDIL/ULIPL/RITESLtd./BVIS/SGS/GLISPL/UL/MECON/ICS/CEIL).

Note: All charges of the attestations and verification shall be borne by the Bidder for document verification. Bidder has to enclose the verification certificate duly signed & stamped by Authorized signatory.

With regards to financial documents, in case Bidder submits bound published and audited annual financial statements including balance sheet, profit & loss accounts and all other schedules for the preceding three financial years in original, the same shall be considered without certification.

However, in case the bidder submits either a photo copy of published statement or a translated copy of the published financial statements, the same shall be certified either by a practicing Chartered Accountant or TPIA, in original as per clause above

If duly audited Balance sheet. Annual Report etc., are not in English language, then the English translation copy of the same shall be furnished duly certified stamped and signed by Local Chamber of Commerce along with the original Balance Sheet, Annual Report etc., with the unpriced bid.

- d) Failure to meet the above Qualification Criteria will render the Bid to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given above. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.
- e) Bidders on "Holiday List of/debarred from business dealings by" BPCL/MOP&NG shall not be considered for evaluation and ordering.
- f) BPCL decision on any matter regarding short listing of bidders shall be final.

- 9.1 All desired documents as mentioned in above paras are to be furnished by the bidder in support of their meeting the BQC as PMC in the field of cross country pipeline along with their unpriced bid. This section / booklet shall be titled as **"Documentation in Support of BQC in the Field of Cross Country Pipeline " with proper index and page numbering.**
- 9.2 Submission of authentic documents is the prime responsibility of the Bidder. However, BPCL reserves the right of getting the document cross verified, at their discretion from the document issuing authority.
- 9.3 BPCL reserves the right to complete the evaluation based on the details furnished (without seeking any additional information) and / or in-house data, survey or otherwise.

10. EMD CLAUSE:

- a) Bids must be accompanied with Bid Security/EMD of **INR1 Million** in favour of Bharat Petroleum Corporation Limited and shall be acceptable in the form of Crossed Demand Draft (Payable at Mumbai) or Bank Guarantee in the prescribed pro-forma from Scheduled Commercial banks in India/ Indian Branch of Foreign Bank. The B.G. shall be valid for a period of 8 months from the due date of submission of Bid.

The scanned copy of Bid Security / EMD shall be uploaded in the E-tendering portal along with bid and Original Bid Security / EMD shall be reached to the address (mentioned in clause 11.2) not later than seven (7) days from the date of un-price bid opening.

In case non submission of Bid Security / EMD as mentioned above shall be considered as non-responsive and such Bids shall be rejected.

- b) EMD exemption will be applicable only for Micro or Small Enterprises (MSEs) registered with District Industries centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises subject to:
- The unit being registered for the item tendered.
 - Registration certificate being valid as on date of quotation.
- c) BPCL reserves its rights to allow MSEs and MSEs owned by SC or the ST entrepreneurs, purchase preference as admissible / applicable under the existing Govt policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to the L1 bidder. Bidder claiming purchase preference as MSE need to submit notarized copy of all the pages of the EM-II certificate , issued by the authorities mentioned in the Public procurement policy of MSEs-2012 / Udyog Aadhaar Memorandum (UAM).

10 SUBMISSION OF BID & VALIDITY

- 10.1 Bids are required to be submitted only through BPCL e-procurement site at <https://bpclproc.in/> on or before the Bid submission date and time. Bidders are required to enrol on BPCL e-procurement site at <https://bpclproc.in/>.
- 10.2 Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering.
- 10.3 Validity of bid shall be **6 (Six) months** from the final Bid Due Date.

11 GENERAL

- 11.1 BPCL reserves the right to carry out capacity & capability assessment of the bidder using in-house information and past performance.
- 11.2 The bidders shall give a declaration in the form of affidavit on a stamp paper of ` 100/- duly attested by a Notary / Magistrate stating that the bidder shall not be under liquidation, court receivership or similar proceeding and their business is not banned by any Central / State Government Department / Public Undertaking or Enterprise or Central / State Governments. **The original affidavit containing the declaration shall be submitted in a sealed envelope at BPCL, Mumbai office along with the original EMD.**
- 11.3 The bidders who are on Holiday / Negative list of BPCL as on due date of submission of bid / during the process of evaluation of the Techno commercial bids, the offers of such bidders shall not be considered for bid opening / evaluation / Award. If the bidding document were issued inadvertently / downloaded from website, offers submitted by such bidders shall also be not considered for bid opening / evaluation / award.
- 11.4 BPCL will not be responsible or liable for cost incurred in preparation, submission & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 11.5 In case any Bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.
- 11.6 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 11.7 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.
- 11.8 BPCL reserves the right to reject any or all the bids received or annul the bidding process at any time.

- 11.9 BPCL reserves its right to allow Public Sector Enterprises (Central / State), purchase preference as admissible / applicable from time to time under the existing Govt. policy. BPCL shall also follow the Public Procurement Policy on Procurement of Goods and services from Micro and Small Enterprises (MSEs) Order 2012.
- 11.10 Pre-signed Integrity Pact duly signed & stamped shall be submitted in original at BPCL Mumbai Office in a separate sealed envelope along with the original EMD.
- 11.11 For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
- 11.12 All questions and requests for clarifications or interpretations related to tender documents shall be addressed in writing to:

Mr. H.R.Dash
Ch. Manager (Pipeline Projects)
Bharat Petroleum Corporation Limited
SEWREE K, A Installation , 2nd Floor,
ERP Building, Sewree Fort Road,
SEWREE- East
MUMBAI – 400015
Phone No. – 022-24176257
Email – dashhr@bharatpetroleum.in / bijug@bharatpetroleum.in

ANNEXURE – I

AFFIDAVIT

AFFIDAVIT OF S/o/D/o resident of EMPLOYED
 AS.....OFFICE AT PIN

I, the above named deponent do hereby solemnly affirm and state as under:

11.12.1.1 That I am the authorized representative and signatory of M/s

11.12.1.2 That the document(s) submitted as mentioned hereunder by M/s
 along with the Bid Document submitted under covering letter no.
 dated towards Tender No. for
 (Project) has / have been submitted under my knowledge.

Sr. No.	Document Reference no. & Date	Document Subject	Issuing Authority

11.12.1.3 That the document(s) submitted as mentioned above, by M/s along
 with the Bid Document for meeting the Bid Qualification Criteria, thereunder, vide
 covering letter no. dated towards Tender No.
 for are authentic, genuine, copy of their
 originals and have been issued by the issuing authority mentioned above and no
 part of the document(s) is false, forged or fabricated.

11.12.1.4 That no part of this affidavit is false and that this affidavit and the above declaration
 in respect of genuineness of the documents has been made having full knowledge
 of (i) the provisions of the Indian Penal Code in respect of offences including, but
 not limited to those pertaining to criminal breach of trust, cheating and fraud and
 (ii) provisions of bidding conditions which entitle BPCL to initiate action in the event
 of such declaration turning out to be a misrepresentation or false representation.

11.12.1.5 I depose accordingly.

DEPONENT

VERIFICATION

I, the deponent above named do hereby verify that the factual contents of
 this affidavit are true and correct. No part of it is false and nothing material has been
 concealed there from.

Verified at on this day of 20...

DEPONENT

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

1.0 INTRODUCTION

BPCL in a bid to meet the growing demand of MS & HSD in state of UP/MP proposes to Lay a multi-product cross country 16"/18" dia Pipeline from BORL's Refinery at Bina in Madhya Pradesh to Panki (Kanpur) in Uttar Pradesh.

- 1.1 It is required to have Project Consultancy Services (EPCM) for the proposed cross country multi product pipeline from Bina to Panki.
- 1.2 BPCL invites e-bids in two part bids under single stage for the entire scope of work covered under the Bidding Document on lumpsum rate for Office works and Site works (hereinafter for the purpose of these instructions collectively referred as "WORK").
- 1.3 It shall be Bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.
- 1.4 Throughout this Bidding Documents, the term "bid" and "tender" and their derivatives ("bidder / tenderer", "Bid / tendered / tender", "bidding / tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2.0 ELIGIBLE BIDDERS

2.1 Documents Establishing Bidder's Experience

- 2.1.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's experience to bid and his qualifications to perform the contract if his bid is accepted.
- 2.1.2 The documentary evidence of the bidder's qualifications to perform the contract if their bid are accepted, shall establish to BPCL's satisfaction that, the bidder has the financial, technical and productions capacity necessary to perform the contract.
- 2.2 The bidder shall not be under a declaration of ineligibility by BPCL for corrupt or fraudulent practices .

3.0 COST OF BIDDING

- 3.1 All direct and indirect costs associated with the preparation and submission of bid (including clarification meetings and site visit, if any), shall be to Bidder's account and BPCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.0 SITE LOCATION / SITE VISIT

- 4.1 Bidder is advised to visit and examine the site, its surroundings and familiarise himself of the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.
- 4.2 The Bidder or any of its personnel or agents will be granted permission by BPCL to enter upon its premises and land for the purpose of such visits, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify BPCL and his personnel and agents from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result thereof.

5.0 ACKNOWLEDGEMENT & CONFIRMATION

- 5.1 Bidder shall acknowledge against the Tender on BPCL's website <https://bpclproc.in/> and confirm his intention to bid or reason(s) of not participating in the tendering or in case of regret / negative acknowledgement.

B. BIDDING DOCUMENT. CLARIFICATION AND AMENDMENT

6.0 BIDDING DOCUMENT

- 6.1 The Bidding Document shall be read in conjunction with any amendment issued in accordance with Clause 7.0 below.
- ❖ Invitation for Bids (IFB)
 - ❖ Instructions to Bidders and its attachments (Proposal Forms)
 - ❖ General Conditions of Contracts (GCC) and its Addendum
 - ❖ Special Conditions of Contracts (SCC) and its attachments
 - ❖ Scope of work
 - ❖ Schedule of Rates
- 6.2 Although all the details presented in this Bidding Document have been compiled with reasonable care, however, the Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and Bidder to ensure that the information provided is adequate, clearly understood and it includes all documents as per Master Index.
- 6.3 Bidding documents once issued / downloaded are non-transferable.

7.0 CLARIFICATION OF BIDDING DOCUMENTS

- 7.1 Bidder shall examine the Bidding Document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification within the cut off date as specified in IFB or prior to the Bid Closing Date. Such clarification requests shall be directed to the address given in IFB.
- 7.2 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of Contract, from performing the work in accordance with the Contract.
- 7.3 Response to queries / clarifications raised will be sent as expeditiously as possible to all who have been issued the Bidding Documents. The response shall not form part of the Bidding Document unless issued as an Addendum / Amendment. The queries raised (without identifying the sources of the query) and the responses will be uploaded on website.
- 7.4 Bidders are expected to resolve all their clarifications / queries to the Bidding Document and submit their bid in total compliance to Bidding Document without any deviation / stipulation / clarification.

8.0 AMENDMENT OF BIDDING DOCUMENTS

- 8.1 BPCL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period and subsequent to receiving the bids. Any addendum thus issued shall be part of the Bidding Documents and Bidder shall submit 'Original' Addendum / Compliance letter duly signed and stamped in token of his acceptance.
- 8.2 For Addendum issued during the bidding period, Bidder shall consider the impact in his bid. For Addendum issued subsequent to receiving the bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

9.0 CONFIDENTIALITY OF BIDDING DOCUMENT

- 9.1 Bidders shall treat the bidding documents and contents therein as strictly confidential.
- 9.2 The Bidding Document is and shall remain the exclusive property of BPCL without any right to Bidder to use them for any purpose except for the purpose of Bidding.

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

- 10.1 The Bid and all correspondence incidentals to and concerning the bid shall be in English Language. For supported documents and printed literature submitted in any another language, an equivalent English translation shall also be submitted.

Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the bid, the English translation shall govern.

11.0 BID REJECTION CRITERIA / COMPLIANCE TO BID REQUIREMENT

- 11.1 BPCL expect Bidder's compliance to requirement of Bidding Document without any deviation and submit substantially responsive bid.
- 11.2 Bids not compliance to requirement of Bidding Document shall not be accepted and BPCL may not seek any clarification / correspondence from bidders in case sufficient acceptable bids are received. Therefore, bidders are requested to submit their bids complete in all respects.
- 11.3 **Bidders shall ensure that their bids are complete in all respects and conform to terms, conditions and Bid Evaluation criteria of Tender. Bids not complying with BPCL's requirement may be rejected without seeking any clarifications.**
- 11.4 In any case, no exception or deviation shall be accepted to the following critical stipulations of Bidding Document and bids containing deviations / exceptions to the these shall be considered to be non-responsive and are liable to be rejected:
- Defect Liability Period
 - Bid Validity
 - Time Schedule
 - Security Deposit / Performance Bank Guarantee
 - Mobilization advance
 - Termination and suspension
 - Force Majeure
 - Scope of Work
 - Liquidated Damages for Delay
 - Integrity Pact
 - Any other rejection criteria specified elsewhere in the Bidding Document.
- 11.5 The deviation on other clauses, if unavoidable, should be furnished as per FORM attached. Exception / Deviations submitted in any other form and mentioned elsewhere in their Bid shall not be considered. If any exception / deviation are acceptable to BPCL, the same shall be issued to all bidders through an amendment. All other deviations / exceptions, not incorporated in amendment, shall be withdrawn by bidders failing which offer of such bidders shall not be acceptable. If a bidder takes any further deviations other than those agreed, while submitting the

revised price bid / price implication (if any), his bid shall be rejected outright without any reference. In case any deviations is found in the revised price bid / price implication, the bidder is also liable to be placed on holiday for future tenders.

12.0 DOCUMENTS COMPRISING THE BID

12.1 The e-bid must be complete in all respects, leaving no scope of ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.

12.2 The bid shall be submitted by uploading relevant document in respective covers provided in the e-tendering website.

- EARNEST MONEY DEPOSIT
- DOCUMENTATION AGAINST BIDDER QUALIFICATION CRITERIA
- TECHNO-COMMERCIAL / UNPRICED BID
- PRICE BID

12.3 Documentation against Bidder Qualification Criteria shall contain the following documents and to be uploaded in e-tendering website:

- ✓ Work order / PO / Agreement of similar works executed / completed by the bidder mentioning the value and the scope of work as documentary evidence.
- ✓ Completion Certificate of similar works from the client / end user / any documentary evidence to establish successful completion of similar works.
- ✓ Audited balance sheets and profit & loss statements of immediately preceding three financial years.

12.4 Techno-Commercial / Unpriced Bid shall contain the following documents and to be uploaded in e-tendering website:

- ✓ Submission of copy of Master Index provided with the Bidding Document and Amendment (if any) duly signed and stamped by the Bidder in token of having received and read all parts of the bidding document and having accepted and considered the same in preparing and submitting the bid.
- ✓ Integrity Pact Agreement, duly signed & stamped.
- ✓ Power of attorney in favour of signatory(ies) of the bid.
- ✓ Copy of Partnership Deed in case of partnership firm or Memorandum & Article of Association in case of limited company.
- ✓ Information about any current Litigation / Arbitration, if any, in which bidder is involved.
- ✓ Compliance to Bid requirement as per PROPOSAL **Form – C** or in case of Deviations / Exceptions, as per PROPOSAL **Form – D** (Sheet 1 for Commercial Section and Sheet 2 for Technical Section).

- ✓ Technical offer and Engineering details, if any, required as per Bidding Document.
- ✓ Checklist duly filled in as per PROPOSAL **Form – E**.
- ✓ Submission of Declaration by Bidder as per PROPOSAL **Form – H** regarding Black Listing / Holiday Listing.
- ✓ Bank Mandate Form as per PROPOSAL **Form – I**.
- ✓ Cancelled Cheque of bidders.
- ✓ PAN card copy.
- ✓ Signed and stamped copy of Detailed SOR indicating Quoted (without price).
- ✓ Any other information required in the Bidding Documents or considered relevant by the bidder.

12.5 Priced Bid shall consist of:

- ✓ Schedule of Rates duly filled rates.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void and shall render the bid liable for rejection.

12.6 **Earnest Money Deposit / Bid Security (Not Applicable):**

EMD / Bid Security, in the form of Crossed Demand Draft (DD) / Bank Guarantee (as per proforma provided in GCC) of requisite amount in favour of "BHARAT PETROLEUM CORPORATION LIMITED" payable at Mumbai, as stipulated in IFB, shall be submitted in following manner:

Original EMD : not later than Seven (7) calendar days from the date of Bid Opening

Copy of Original EMD : scanned & uploaded in E-Tendering Portal along with the Bid

In case of exemption of EMD as per clause 10 b & c of IFB , the scanned copy of the requisite documents such as self-attested / Notarized copy of valid registration certificate should be uploaded in e-tender website. However, original Notarized copy of the same should be sent to BPCL within 07 calendar days from the date of Bid Opening.

Bidder shall submit the following documents in ORIGINAL within Seven (7) calendar days from the date of Bid Opening, providing copy of the same have been uploaded on E-Tendering Website:

- i) Original EMD / Notarized copy of valid NSIC / MSE certificate.
- ii) Original Power of Attorney.
- iii) Documents in support of meeting qualification criteria in the form of booklet titled **“Documentation against Bidder Qualification Criteria”**.
- iv) Original signed and stamped Integrity Pact.

The address for submission of original documents is as follows:

Mr. H.R.Dash
Ch. Manager (Pipeline Projects)
Bharat Petroleum Corporation Limited
SEWREE K, A Installation , 2nd Floor,
ERP Building, Sewree Fort Road,
SEWREE- East
MUMBAI – 400015
Phone No. – 022-24176257
Email – dashhr@bharatpetroleum.in / bijug@bharatpetroleum.in

13.0 BID PRICES & BIDDING CURRENCY

- 13.1 Unless otherwise permitted in the Bidding Document, the bid shall be for the complete scope of work.
- 13.2 The quoted prices shall be inclusive of all applicable taxes, duties and other levies, Corporate Tax but excluding GST, which shall be mentioned separately in the price bid. GST shall be payable against proper tax invoice, in the prescribed format, in triplicate, enabling BPCL to claim CENVAT benefit, if any, in future.
- 13.3 Prices shall remain firm & fixed without any escalation. However, any new taxes / duties imposed after the date of submission of Price Bid / Revised price bid (if any) & up to Contractual Completion date shall be to BPCL's account but such taxes / duties imposed beyond Contractual Completion date shall be to the Consultant's account.
- 13.4 Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Documents. In case any activity though specifically not covered in description of item under 'Schedule of Rates (SOR)' but is required to complete the work, which could be reasonably implied / inferred from the contents of the Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 13.5 The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract, Scope of Work, Technical Specifications and other contents of Bidding Document.

- 13.6 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as otherwise specifically provided in the Contract documents.
- 13.7 Bidder shall quote / fill the rate in rupees in round figure (without any figure in decimal i.e. paisa).
- 13.8 Currency of Bid and Payment shall be only in INR.
- 13.9 It will be the duty of CONSULTANT to duly observe and comply with all laws, rules, regulations, orders and formalities applicable to all Taxes and Duties. The CONSULTANT shall keep the BPCL indemnified from and against any and all claims, demands, prosecutions, penalties, damages, demurrages and / or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.
- 13.10 No Mobilization Advance and No secured advance will be paid.
- 13.11 In the event of award of contract, it shall be indivisible service contract.

14.0 BID VALIDITY

- 14.1 Bid shall remain valid for a minimum period of **6 (Six) months** from final due date of submission of Bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof without written consent of the BPCL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of BPCL, BPCL shall forfeit EMD and reject their bids. **Such Bidder also may be put on Holiday list.**
- 14.2 BPCL may request the bidders for extension of the period of validity of bid. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD shall also be suitably extended. Bidders may refuse the request of extension of bid validity without forfeiting his EMD. However, bidders agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.

15.0 PRE-BID QUERIES

- 15.1 The purpose of the pre-bid queries will be to clarify issues and to answer questions on any matter pertaining to the Tender conditions that may be raised by bidders who have been issued the Bidding Document.
- 15.2 The bidder is requested to submit any queries / clarification / information pertaining to Bidding Document in writing delivered by hand or by fax / e-mail as per proposal **FORM – K** enclosed in the Bidding Document so as to reach BPCL not later than the date specified in the Notice Inviting Tender. Queries / Clarifications / Information sought in any other manner shall not be responded to. The editable soft copies of the queries may also be e-mailed at the address bijug@bharatpetroleum.in /

dashhr@bharatpetroleum.in to enable BPCL to prepare replies to the queries against each query in the same format expeditiously.

- 15.3 BPCL's responses to Bidder's queries / clarifications raised will be furnished as expeditiously as possible to all those who have downloaded the Bidding Document and shall be e-mailed to all other bidders who have downloaded the Bidding Document.

Any modification of the Bidding Document, which may become necessary as a result of the pre-bid queries shall be intimated to all bidders through the issue of an Addendum / Amendment.

16.0 FORMAT AND SIGNING OF BID

- 16.1 The bidder shall upload the Techno-commercial bid duly filled, signed and stamped and the price bid in excel file duly filled rates in respective folder provided in the e-tendering website.
- 16.2 All pages of bid shall be stamped and initialled by person(s) signing the bid.
- 16.3 The bid shall contain no interlineations, erasures or overwriting. In case any corrections are required, the original writings shall be neatly cut / penned through and re-written nearby. No overwriting or erasure of original writings by use of "white fluid" or otherwise is permitted. In case any erasure using "white correcting fluid is found, the offer shall be liable to be rejected. All corrections / cuttings / alterations shall be signed in full by the Bidder with date.

17.0 CHECK LIST FOR SUBMISSION OF BID

- 17.1 To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents / details in un-priced commercial part of bid, has been enclosed.
- 17.2 Bidder is required to fill the checklist and submit along with the bid for ready reference. All documents shall be submitted under various sections as per this Check List.

D. BID SUBMISSION

18.0 SEALING AND MARKING OF BID

- 18.1 For submission of Bid, due date and time for submissions of bids have been mentioned in the IFB. Bids cannot be uploaded by bidders on the website beyond the Bid Due Date and time.

19.0 DATE, TIME & PLACE OF SUBMISSION

- 19.1 Bid must be submitted by the bidder through e-tendering on or before bid due date and time mentioned in the IFB or any extension thereof as duly notified at <http://bpclproc.in/>. **(However, Bidders are requested not to ask any extension in due date for submission of Bids in view of tight project schedule.)**

- 19.2 Bidders are advised in their own interest to carefully go through various help links provided at BPCL E-Tendering website so as to ensure that bids are uploaded in E-Tendering website well before the closing date and time of bid submission.
- 19.3 In the event of failure in bidder's connectivity with BPCL website during the last few hours on account of problem on bidders account, they are likely to miss the deadline for bid submission. Due date extension request due to this reason will not be entertained. In view of the same, bidders are advised to upload their bid in advance.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 The Bidder may modify or withdraw its Bid after the Bid's submission but prior to the due date prescribed for submission of Bids by selecting the detaching option available in the e-tender portal.
- 20.2 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder. Withdrawal of a bid during this interval shall result in the forfeiture of bidder's EMD / Bid security.

E. E-BID OPENING AND EVALUATION

21.0 OPENING OF BIDS

- 21.1 The un-priced Bids shall be opened online through e-tender portal, at the specified date and time given in the RFQ document or extended otherwise. The Bidders who have submitted their Bid will be able to view online the name & status of all the Bidders at their respective windows, after Bid opening by BPCL.

22.0 CLARIFICATIONS OF BIDS

- 22.1 BPCL, if necessary, will obtain clarifications on the Bid by requesting for such information / clarification from any or all Bidders, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by BPCL.

23.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

- 23.1 Prior to price opening of bids, BPCL will determine whether each bid
- ✓ totally compliance to the requirement of the Bidding Document
 - ✓ provides any clarifications and / or requirement pursuant to Clause 22.0 above
- 23.2 Bidder shall submit all the details asked for with their Bid. However, BPCL may give opportunity to the Bidders to submit missing details or clarifications within the stipulated time. In case these are not submitted within stipulated time, offer of the Bidder will be evaluated based on available details. The same shall be considered, if found adequate or else shall be rejected.

- 23.3 BPCL reserve the right to use in-house information for assessment of capability of Bidder and their performance on jobs completed / in progress for evaluation purpose.
- 23.4 Pro-forma of Integrity Pact (IP) shall be returned by the Bidder along with the un-priced bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation. Proforma of Integrity Pact shall be furnished later on.
- 23.5 Bidders may raise dispute / complaints, if any, with the nominated Independent External Monitors as mentioned in the Integrity Pact Document.
- 23.6 Directives issued by Govt. of India from time to time shall be given due consideration during bid evaluation.

24.0 OPENING OF PRICE BID

- 24.1 Price part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened online. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. The considered techno-commercially acceptable Bidder will be able to view online the price sheets of other techno-commercially acceptable bidders at their respective windows, after priced bid opening.

25.0 EVALUATION OF PRICE BIDS

- 25.1 The rates quoted by the Bidder shall be checked for arithmetic correction, if any, based on price filled by the Bidder in the Schedule of Rates.
- 25.2 When the rate quoted by bidder in figure does not correspond to amount, the rate quoted by the bidder shall be taken as correct.
- 25.3 Conditional discount, if offered, shall not be considered for evaluation.
- 25.4 Any uncalled for lump-sum / percentage or adhoc reduction / increase in prices offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose.
- 25.5 All tenders shall be evaluated and contracts shall be finalized on overall lowest bid basis including all Parts (A,B,C) along with Manhour rates for additional office works, Manmonth rates for additional site works.
- 25.6 No GST credit shall be considered for the purpose of evaluation.

26.0 UNSOLICITED POST TENDER MODIFICATION

- 26.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations / exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by BPCL. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Owner and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.
- 26.2 In the event of any suo-moto price increase sought by a bidder subsequent to the bid due date and which is not as a result of any change in scope of work or terms and conditions, the bid of such a bidder shall be rejected.
- 26.3 After opening of price bid, if the bidder increases the price, though within the validity period and even though the offer remains lowest, the bid should be rejected. In such event, the EMD of bidder shall be forfeited and shall not be considered for future enquiries for such actions.
- 26.4 Suo-moto Price reduction after price bid opening are to be ignored for evaluation. However, if the same bidder happens to be the lowest based on original price bids, the benefit of such reduction may be availed of while placing order.
- 26.5 Canvassing in any form will make the bid liable for rejection.

27.0 CONTACTING BPCL

- 27.1 Bidders are advised not to contact BPCL on any matter relating to its bid from the time of Bid opening to the time CONTRACT is awarded, unless requested to in writing. Any effort by a Bidder to influence BPCL in any of the decision in respect of Bid evaluations or award of CONTRACT will result in the rejection of Bid.

F. AWARD OF CONTRACT

28.0 BPCL'S RIGHT TO ACCEPT OR REJECT ANY BID

- 28.1 BPCL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for BPCL's action.
- 28.2 In the opinion of BPCL, if the total price or certain item rates quoted by the Lowest Bidder are considered high, he may invite the Lowest Bidder for price negotiation. Lowest Bidder shall attend such negotiation meetings and if requested by BPCL shall provide the analysis of rates / break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

29.0 NOTIFICATION OF AWARD

- 29.1 Bidder, whose bid is accepted by BPCL, shall be issued Letter / Fax of Acceptance (LOA / FOA) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA / FOA.
- 29.2 BPCL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non-acceptance of their bids, except for refund of EMD to unsuccessful Bidders, BPCL shall correspond only with the successful Bidder.

30.0 CONTRACT AGREEMENT

- 30.1 The Consultant shall execute a formal contract with BPCL within specified period from the date of issue of Detailed Letter of Acceptance on a non-judicial stamp paper and of appropriate value. The cost of non-judicial stamp paper shall be borne by the Consultant.
- 30.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this Bidding Document together with the annexed documents, modifications, deletions agreed upon by BPCL and bidder's acceptance thereof shall constitute a binding contract between the successful Bidder and BPCL based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 30.3 The contract shall be signed directly between Owner and Consultant.
- 30.4 The Contract document shall consist of the following:
- i) Contract Agreement on Non Judicial Stamp Paper
 - ii) Detailed Letter of Award / Acceptance along with enclosures
 - iii) Original Bidding Document.
 - iv) Amendment / Corrigendum to original Bidding Document issued, if any.
 - v) Fax / Letter of Acceptance
 - vi) Integrity Pact
- 30.5 For all works of value Rs. 2 (Two) Lakhs and more, a formal agreement shall be signed between BPCL and Consultant in the format given in GCC, on non-judicial stamp paper of appropriate value. Cost of stamp paper shall be borne by the Consultant. Payments for such jobs shall be made by BPCL only after signing agreement by authorized representatives of BPCL and the Consultant. One original plus 2 (Two) copies of the contract documents shall be signed by the Consultant and other copies shall be stamped. Original agreement on stamp paper shall be

retained by BPCL and one signed copy shall be given to Consultant and the Consultant.

31.0 MODIFICATION OF INSTRUCTIONS TO TENDER

31.1 Instructions to Tenderers of GCC stand modified to the extent as specified in this Instructions to Bidders.

32.0 CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT

32.1 After Notification of Award of works by BPCL, the successful bidder shall furnish a performance guarantee / security deposit as per clause of General Conditions of Contract. The Security Deposit may be furnished in the form of Accountant Payee Demand Draft payable to BPCL or Bank Guarantee in the prescribed format. The BG shall be from any Indian Scheduled Bank or an International Bank of repute having a branch in India or a corresponding banking relationship with an Indian Scheduled Bank.

33.0 CARTEL FORMATION

33.1 In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such bidder will also be debarred from bidding in future.

34.0 FRAUDULENT PRACTICES

34.1 BPCL requires that Bidders / Vendors / Consultants observe the highest standard of ethics during the award / execution of Contract. "Fraudulent Practices" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of BPCL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive BPCL of the benefits of free and open competition.

34.2 BPCL will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.

Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

34.3 In case, information / document furnished by the Bidder / Vendor / Consultant forming basis of evaluation of his bid is found to be false / forged after the award of the contract. BPCL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder / Vendor / Consultant without any prejudice to other rights available to BPCL under the contract such as forfeiture of CPBG / Security Deposit, withholding of payment etc.

34.4 In case, this issue of submission of false document comes to the notice after execution of work, BPCL shall have full right to forfeit any amount due to the Bidder

/ Vendor / Consultant along with forfeiture of CPBG / Security Deposit furnished by the Bidder / Vendor / Consultant.

Further, such Bidder / Vendor / Consultant shall be put on Blacklist / Holiday / Negative List of BPCL debarring them from future business with BPCL for a time period, as per the prevailing policy of BPCL.

PROPOSAL FORMS

COMPLIANCE TO BID REQUIREMENT

Name of Work: _____

Bidding Document No.: _____

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment / Addendum to the Bidding Documents, if any, for subject work.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part), shall not be recognised and shall be treated as null and void.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

Name of Work: _____

Bidding Document No.: _____

EXCEPTIONS AND DEVIATIONS
(FOR COMMERCIAL PART)

S. No.	Ref. of Bid Document		Subject	Deviations
	Page No.	Clause No.		

Note: This shall be submitted separately for Commercial & Technical Sections.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

Name of Work: _____

Bidding Document No.: _____

EXCEPTIONS AND DEVIATIONS
(FOR TECHNICAL PART)

S. No.	Ref. of Bid Document		Subject	Deviations
	Page No.	Clause No.		

Note: This shall be submitted separately for Commercial & Technical Sections.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

CHECKLIST FOR SUBMISSION OF BID

Bidder is requested to fill this checklist and ensure that all details / documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist to be uploaded in “**Un-priced folder**” of e-tender portal.

Please tick the box and ensure compliance.

1. EMD

(1) BY BANK GUARANTEE

BG No. _____ Dt. _____
From
Bank _____ Branch

For ` _____
Valid Till _____

(2) BY DEMAND DRAFT

DD No. _____ Dt. _____

Drawn On _____ For ` _____

2. Documents against BOC for PMC (EPCM) services
3. Integrity Pact
4. Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value.

- 5. Partnership Deed in case of partnership firm and Article of Association in case of limited Company

- 6. Declaration by Bidder regarding Black listing / Holiday listing as per FORM – P

- 7. Compliance to Bid Requirement as per FORM – J.

- 8. Exceptions / Deviations as per FORM – K both technical and commercial part (Unpriced)

- 9. Declaration by Bidder as per FORM – O.

- 10. Blank copy (without price) of Price Part i.e. Schedule of Rates

- 11. Technical Details / Documents specified in Technical part.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

COMMERCIAL QUESTIONNAIRE

Bidder's reply / confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

S. No.	BPCL's Query	Bidder's Reply / Confirmation
1.	Confirm that your bid is valid for 6 (six) months from the final Bid due date.	
2.	Confirm that Earnest Money Deposit (EMD) as per bid stipulations have been furnished along with bid. (Not Applicable)	
3.	Confirm that the following documents are submitted with Part – I:	
a)	All documents as per CHECKLIST	
b)	Compliance letter for Addendum / Amendments as a token of acceptance (Applicable, if issued)	
4.	Confirm that the prices have been uploaded separately through e-tender portal.	
5.	Confirm your compliance to critical stipulations of bidding document as mentioned in ITB.	
6.	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid are in accordance with the requirements of the Bidding Document.	
7.	Confirm your compliance to total Scope of Work mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specifications.	

8. Confirm your acceptance for Time Schedule as mentioned in the Bidding Document.
9. Confirm that Bidder is not involved in any Litigation / Arbitration, otherwise, involved, please furnish information about the same.
10. Confirm that Bidder is not under liquidation, court receivership or similar proceedings.
11. Please note that:
 - i) No Mobilization Advance shall be paid.
 - ii) No secured advance shall be paid.
12. Confirm that adequate number of construction equipments, tools, tackles etc. shall be deployed to complete the work as per the time schedule.
13. In case we happen to be the successful Bidder for this work, then in such an eventuality we shall submit a copy of Letter of Acceptance (LOA) duly signed & stamped by authorized signatory in token of our acceptance within 03 (three) days from the date of issue of LOA.

We further confirm that the time schedule for completion of work shall be reckoned from the date of issue of LOA.

14. Confirm that the un-priced copy of Schedule of Rates (SOR) has been submitted in un-priced folder of e-tender portal.

Bharat Petroleum Corporation Limited
Tender for PMC services (EPCM) for Bina Panki Multi Product Pipeline

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DECLARATION BY THE BIDDER

Name of Work: _____

Bidding Document No.: _____

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document TECHNICAL AS WELL COMMERCIAL REQUIREMENTS and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We undertake that Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of Bidding Document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Rates (SOR) with prices, considering detailed description of items given in Schedule of Prices and submitted in Price Bid in separately sealed envelope. We confirm that price quoted by us includes price for all works / activities / supply etc. as mentioned in item description of the items in Schedule of Prices (with detailed item description) which has been issued to us.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DECLARATION BY BLACK LISTING / HOLIDAY LISTING

Name of Work: _____

Bidding Document No.: _____

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s_____ which is submitting the accompanying Bid / Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Owner or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particulars of blacklisting 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 or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Owner or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particulars of blacklisting 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 Owner or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particular of blacklisting or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Owner 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.

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

BANK MANDATE FORM

1. Bidder Name :
2. Bidder Code :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder
 - a. Name of the Bank :
 - b. Name of the Branch and Address of the Branch :
 - c. Branch Code :
 - d. 9-Digit MICR code Number of the Bank & Branch :
(As appearing in the MICR Cheque issued by the Bank)
(Please do not give multicity cheque book code Number)
 - e. Type of Account (Savings Bank, Current or Cash Credit) :
 - f. Account Number :
 - g. RGTS / IFSC Code (11 Digit) :
 - h. NEFT Code No. :
5. E-mail address of the Bidder :
6. Contact Person(s) of the Bidder :

I / We declare that the particulars given above are correct and complete and I / We accord our consent for receiving all our payments through Electronics Mechanism.

(Signature and designation of the Authorized person(s) of Bidder

Official seal of the Bidder

Place :

Date :

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Place :

Date :

Signature of the Authorized Official of the Bank

Bank Stamp

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

Name of Work :

Bidding Document No. :

I / We hereby declare that:

- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our nominated sub-Consultant(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-Consultant(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I / We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I / We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place:

Signature of Bidder

Date:

Name of Signatory

BIDDER'S QUERIES

S. No.	Bidding Document		Subject	Bidder's Query	Owner's Reply
	Page No.	Clause No.			

Note: Bidder's Queries may be sent by e-mail: bjjug@bharatpetroleum.in / dashhr@bharatpetroleum.in.

COMPLETION PERIOD

COMPLETION PERIOD

All the works of "EPMC Services for Bina-Kanpur pipeline with associated works related to Bina Dispatch terminal, Pigging Station, SV Stations and Kanpur Receipt terminal" shall be as per the scope of work and schedule of quantities mentioned in the tender document and shall be completed as under:

Part – A – Basic Engineering	:	Within 4 months from date of LOI/FOI
Part – B & C – Detailed Engineering/Project management & Site supervision Up to and Including Mechanical Completion, Pre commission & Commissioning assistance of the Project	:	Within 33 months from date of LOI/FOA (Mechanical completion : 27 months from the date of LOI /FOA)

SCOPE OF WORK

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1. Introduction
2. Project Proposal
3. Project Facilities
4. Project Status
5. Project Implementation Strategy
6. PMC's Scope of Work
7. Obligations of Owner

1. INTRODUCTION

BPCL, with an equity base of ₹ 723.08 Crore, is a leading player in the Petroleum Sector in the country. BPCL currently has Refineries at Mumbai and Kochi with a capacity of 12 Million Metric Tonnes per Annum (MMTPA) and 15.5 MMTPA respectively for refining crude oil. BPC's subsidiary at Numaligarh has a capacity of 3 MMTPA.

Further, Bharat Oman Refineries Ltd. (BORL), a joint venture of BPCL has set up a state-of-art, grass root refinery with a capacity of 6 MMTPA at Bina, Dist. Sagar, Madhya Pradesh and is currently under low-cost expansion to 7.8 MMTPA.

Post expansion of Bina Refinery , white oil (MS / HSD / SKO) will be about 5.46 MMTPA out of which 2.21 MMTPA will be moved to Panki (Kanpur) in Phase – I and balance product will be moved by Bina-Kota pipeline towards Kota and Jobner or Rail / Road movement towards Northern Indian market.

This will address the growing demand of Northern India to some extent. In order to address the growing demand of UP and Bihar markets BPCL have made ambitious plans for Laying of pipeline from Bina Dispatch Terminal to existing Panki (Kanpur) terminal and augmentation of tankages at Panki .

The phase – I volume for the proposed pipeline shall be 2.21 MMTPA and Phase – II volume is expected to be of 3.5 MMTPA.

2. PROJECT PROPOSAL

The project envisages provision of Laying of 16"/18" Diameter Multiproduct Cross Country Pipeline (MS/HSD/SKO/ATF) connecting Bina Terminal to Existing Panki (Kanpur) terminal of BPCL with Intermediate Sectionalizing Valve stations, intermediate pigging station, receipt station at Panki as per OISD 141 / PNGRB Regulation / AMSE 31.4 & other codal, mandatory requirement. The brief scope is as under:

- Study & including joint survey of proposed pipeline route for the pipeline route selected by BPCL and provide the technical inputs on the proposed pipeline route or any other relevant feedback.
- Finalize the location of SV stations / Intermediate pigging station as per codal requirement / pipeline hydraulics for arranging the land by BPCL. Finalize the optimum requirement of plot size to put up the SV & IP station facilities.
- Carry out the hydraulic simulation study of the proposed pipeline to select the optimal line size, grade, wall thickness, pumping requirement etc
- Construction of control room, pump house, electrical sub stations, road, drain etc as per the site requirement.
- Providing VFD driven pumps(working + standby) of suitable capacity at dispatch Stations.
- Fire Fighting facilities at all the stations as per relevant OISD standards / requirements. Provision of all utilities like Service water, etc as per requirement. Hooking up all utilities along with Fire Fighting facilities with Bina Desptch Terminal & BPCL's existing terminal at Panki. Hooking up, Station piping, density meter, basket filters, flow meter, control valve etc shall be provided as per process requirement.
- HV, MV, UPS, Battery charger, DG sets, Transformer. Capacitor bank etc. shall be provided of suitable rating as per process requirement..
- Providing OFC based Telecom system, providing NEW VCS system, CCTV with Client View, Voice & Data communication.
- Providing latest SCADA system along with Leak Detection system.
- PLC based / hardwired Instrumentation control, monitoring system for safe and smooth operation of the pipeline and pumping stations
- Supervision of site construction work, site measurement, quality assurance, pre – commissioning & Commissioning.

- The project scope also include integration of pipeline with existing storage facility at dispatch, receipt location and integration of firefighting facility at Receipt and dispatch station.
- Carry out study of existing facility, modification / addition in the existing facility if any to meet the overall pipeline end to end operation and safety
- Carry out Pre OISD audit, provide support for OISD audit and compliance to OISD audit for getting final approval from OISD for commissioning of pipeline
- Any other works for the total completion & commissioning of the Multi Product pipeline system and to comply with the requirements of the statutory authorities /OISD and other agencies which are relevant for the project.
- Conducting HAZID, HAZOP Study , SIL Study & Surge Analysis for the entire Pipeline including all stations.
- Review of EIA & RRA reports and implementation of Recommendations of the reports.

AT Bina

The dispatch facility at Bina should be provided considering the following:

- ✓ Pumping through BDT's existing Tanks , Tap Off from Bina Kota P/I's Suction manifold shall be taken . The PMC will study ,design & construct the facilities for taking up MS/HSD/SKO/ATF to the Booster/Mainline pump manifold for pumping into the cross country pipeline .
- ✓ Construction of facilities such as Pump House , Extension of existing Control room , New Electrical sub station etc as per process and codal requirement .
- ✓ Study the Fire Fighting facilities of Bina Terminal water requirement. The Pipeline dispatch station fire water network as well as Fire alarm system should be integrated/ hooked up with Bina Terminal Fire water /network/alarm system for single integrated control and operation.
- ✓ Supply of Power from existing BDRL's Sub Station as 6.6 KV /33 KV/433KV supply. PMC to design/engineered the system for taking up the power from existing Refinery sub station to the New electrical sub stations , including design / engineering and construction of all electrical facilities i.e HV/MV/UPS/DC / Battery charger system , Emergency power supply system as per the process and codal / statutory requirement .
- ✓ Automation system : The Pipeline dispatch station automation & control system should be hooked with Bina Despatch Terminal automation system & TFMS system for data exchange and control. Further the SIL study should be carried

out as per requirement for pipeline Facilities and accordingly the system should be provided .

- ✓ Telecom system : SDH base telecommunication system for voice , video , data communications in pipeline network , EPBAX , CCVT , VCS , CCTV server etc , for voice , data , video communications shall be provided .
- ✓ Mainline /Booster Pump/ Basket Filters/scrap launcher / Metering system /control valve etc as per the process/ operational & codal requirement .

Intermediate Pigging Station

- ✓ Land development , boundary wall , Construction of control room , electrical sub stations , road , drain etc as per the site requirement .
- ✓ Assessing the requirement of fire protection system and other safety measures as per OISD .i.e hydrant monitor , HV /MV spray system , Hydrocarbon detectors ,flame detectors etc .
- ✓ Scrapper launcher /receiver , Station piping , etc shall be provided as per process requirement .
- ✓ Power of 33KV/11KV will be supplied upto 4 pole structure by the state Electricity Board . PMC to design the system for taking up the power from 4 pole structure upto the electrical sub stations , including design / engineering and construction of all electrical facilities i.e HV/MV/UPS/DC / Battery charger system , Emergency power supply system as per the process and codal / statutory requirement . Apart from 33KV/11 KV power supply , BPCL may go for non conventional source of Energy i.e Solar system . PMC to study and provide the feasibility of providing such system . In case BPCL decided to for such system then PMC will design /engineered /provide the same .Further PMC shall work out the optimum plot size for setting the facilities .
- ✓ Automation system : The PLC Based automation & control system should be provided . The SIL study should be carried out as per requirement for pipeline Facilities and accordingly the system should be provided .
- ✓ SCADA & APPS system to be provided as per codal requirement.
- ✓ Telecom system : SDH base telecommunication system for voice , video , data communications in pipeline network , EPBAX , CCVT .

Receipt station Panki

- Land development, Construction of control room, electrical sub stations, road, drain etc as per the site requirement.
- Firefighting system for the Receipt terminal is to be hooked up with existing Fire water network of the Panki Terminal by providing. Hydrant monitor, HV /MV spray system, Hydrocarbon detectors, flame detectors etc. The Pipeline Fire Fighting system along with the fire alarm system shall be hooked up with exiting Panki Terminal.
- Scraper receiver , Station piping , density meter , basket filters, flow meter , control valve , etc shall be provided as per process requirement .
- Power 415V 3 Phase : shall be supplied from exiting Panki Terminal plant feeder. PMC to carry out design / engineering and construction of all electrical facilities i.e MV/UPS/DC / Battery charger system , Emergency power supply system as per the process and codal / statutory requirement .
- Automation system : The PLC Based Plant automation & control system should be provided . The SIL study should be carried out as per requirement for pipeline Facilities and accordingly the system should be provided .Further the pipeline automation system should be hooked up with proposed Panki Terminal automation /TFM system for seamless data exchanges between the system for smooth and safe operation of the plant..
- SCADA & APPS system to be provided as per codal requirement along with RWS.
- Telecom system : SDH base telecommunication system for voice , video , data communications in pipeline network , EPBAX , CCVT , VCS . CCTV storage system /server..

SV/CP Stations

- ✓ The SV /CP stations should be provided along the pipeline as per codal, OISD requirement. Each SV station should be equipped with Emergency power supply system to meet the critical requirement. BPCL may go for non-conventional source of Energy i.e Solar system. PMC to study and provide the feasibility of providing such system. In case BPCL decided to for such system then PMC will design /engineered /provide the same .Further PMC shall work out the optimum plot size for setting the facilities.

MAINLINE : The Cross country pipeline will be of 16"/18" size , approx 355 KM length . The total economical length of the pipeline route based on desktop data is as under:

BINA TO PANKI : 355 Km

The position of starting and terminating points are as under:

- ❖ Starting point : Bina , MP
- ❖ Termination Point : Panki , Uttar Pradesh

- a) Names of states :MP (70 Km),
UP (285KM)
- b) Forest length : 8.5 Km
- c) Major river crossings :2
- d) Minor river Crossings :10
- e) Number of Railway Crossings :6
- f) Elevation @ Start Point : 410 M (Ch.0.0 KM)
- g) Elevation @ lowest point : 65 (Jamuna River)
- h) Elevation@ highest point : 415.0M (Ch. 47Km)
- i) Elevation @ End point : 126 M (Ch. 355 Km)
- j) General Terrain : Generally undulating with rocky in
Major portion

- Project site management , Supervision of site construction work , site measurement , quality assurance , safety , pre –commissioning & Commissioning , Conducting Site Acceptance tests for SCADA , TELECOM , Plant PLC system and other critical system & handing over the complete system to owner including all as built documents in six sets hard copy as well as soft copy . The as built Isometric drawing should be prepared for all mechanical items (including impulse piping) .
- The above scope is indicative, PMC is required to undertake any other work required for completion & commissioning of the Pipeline without any extra cost.
- All supports to owner for making reply to queries including documents various statutory bodies , Government body , Government Auditors , CTE , CVC , Arbitration etc

Project Schedule

Part – A – Basic Engineering	:	Within 4 months from date of LOI/FOI
Part – B & C – Detailed Engineering/Project management & Site supervision Up to and Including Mechanical Completion, Pre commission & Commissioning assistance of the Project	:	Within 33 months from date of LOI/FOA (Mechanical completion : 27 months from the date of LOI /FOA)

- Post commissioning Stabilization support services shall be covered under the PBG period of the contract. Any office and Site assistance required by Owner during the Post commissioning period in the form of providing assistance to Owner towards making reply to queries including documents to various statutory bodies, Government body, Government Auditors, CTE, CVC, Arbitration etc, and assistance of any vendor / Supplier / contractor shall be arranged/ provided by the PMC without any additional cost to the owner.

If the PMC fails to render the above post commissioning support services within reasonable time suitable deduction from the withheld PBG amount shall be made by the Owner.

Note :The above facilities are envisaged as per the DFR prepared by BPCL. The Project Management Consultant is expected to review the same as per available data / survey reports and redesign/ revise above mentioned facilities after obtaining necessary approvals from BPCL. BPCL shall provide Consultant with extracts of DFR wherever needed.

3. PROJECT FACILITIES

The facilities proposed for the Pipeline system for Multiproduct from Bina to Panki terminal are given below:

3.1 Dispatch Terminal at Bina :

A hook up at suitable location shall be taken either from Bina dispatch terminal Tanks Discharge header or from BKPL's pumps suction Manifold at Bina terminal .

Facilities to be provided at Bina Dispatch Terminal shall be as follows:

- Dispatch Manifold including hooking up with Discharge Manifold of Tanks / BKPL's Suction Manifold Valves/Check Valves/Fittings along with hooking up of return line to Existing Tanks.
- Basket Filters
- Booster Pumps (1 Operating + 1 Standby)
- Mainline Pumps (1 Operating + 1 Standby)
- Mainline Pump House with EOT crane of Adequate capacity
- Scraper Launcher
- Metering Facilities
- Pressure / Flow control valves
- Sulphur Analyzer
- Control Panels
- Corrosion Monitoring System
- Electrical Substation with HV , MV , UPS , Battery Battery charger system and cables and hooking up with existing substation.
- OFC based Telecom system with EPAX/VCS/CCTV facilities
- Extension of existing Control Room
- Turnkey Instrumentation system
- SCADA with applicable leak detection software
- DG power backup
- Motorable Roads, Drains , Pathways etc .
- Utility system such as Fire water Network , Service water , Cooling water system, etc

- Other allied utilities/Facilities required as per all applicable codal and OISD / PNGRB Regulation requirement.

MAINLINE PUMP AT BINA

- A VFD driven Mainline Pump with HT Motor, Unit Control panel with Machine Monitoring system shall be provided. The system shall be designed in such a way that there is maximum flexibility in selection and operation of VFDs and Pumps. All the important data of VFDs & Pumps shall be transferred to Station PLC through serial link communication to facilitate the centralized data recording, archiving and analysis.
- The Flow and Discharge Head of the pump will be selected as per operational parameters keeping in view wide range of flexibility in operation of the pipeline.

3.2 SCADA & Leak Detection System

Pipeline system shall be equipped with following:

1. Supervisory Control and Data Acquisition (SCADA) System
2. Leak detection with provision for identification / location of leak and isolation of affected section from remote operation.

3.2.1 SCADA

Pipeline system equipped with SCADA shall be monitored and controlled from SCADA to ensure effective and reliable control, management and supervision of the pipeline with an objective for:

- I. Real Time monitoring of various pipeline parameters like Pressure, Temperature, Flow, Status of equipment.
- II. Leak detection.
- III. Remote control operations for Open / Close of valves during emergency shutdown.

Originating Pump Stations, Intermediate Pump Station, Intermediate Pigging Stations, Intermediate Delivery Station and Receiving / terminal Stations, Sectionalizing Valve stations with remote operation capabilities shall have suitable field signals connectivity with the control system.

The Application software modules/ functions shall be based on the Operation / philosophy requirements of Pipeline Operations to enable as a minimum to detect the leak in the pipeline and also enhance safety of the pipeline and personnel as well.

The provision for following Application Software (APPS) modules / functions may be provided:

- a) Leak detection and leak location.
- b) Inventory Analysis.
- c) Batch Tracking
- d) Survival Time Analysis.
- e) Pipeline transportation efficiency and scrapper tracking module.
- f) Contingency Analysis.
- g) Planning Module.
- h) Predictive Module.
- i) Pump driver power Optimization.
- j) On line network simulation.
- k) Flow management system.

The SCADA system shall be designed to accommodate 50% future expansion (w.r.t. additional PLCs and consequent pipeline length and facilities, communication channels, additional remote workstations / stations etc.) without any limitations and without affecting the various system performance parameters.

The SV stations shall be equipped with the Remote Telemetry Units (RTUs), which shall be connected to field devices and equipment e.g. Sectionalizing Valve (MOV), Pressure Transmitter, Temperature Transmitter, Water/Diesel Level Transmitter, DG, Cathodic Protection Panel, Solar System, Battery Charging System etc. The RTU are the link between the field and the Remote SCADA server, RTU fetches the data from field and transmit to the SCADA server via dedicated telecommunication system installed for the pipeline and shows the data at manned station for monitoring safety, security and healthiness of the whole pipeline system.

Receipt and Dispatch terminal shall have the SCADA servers along with associated facilities to enable the data collection from RTU via telecommunication system and reproduce / telecast on the Human Machine Interface at manned stations.

3.3 Pipeline Intrusion Detection System

OFC based Pipeline Intrusion Detection System shall be provided for the entire Bina-Kanpur Pipeline. The objective of the optical fibre based intrusion detection system is to act as an early warning system for threats to the pipeline from deliberate or accidental activity that could damage the pipeline. The system consists of a sensing controllers (single and dual channel) and central monitoring system along with monitoring station.

The PIDS system is based on Coherent time-domain detection of Rayleigh Back-Scattered light from optical pulses launched down a single-mode optical fibre. External acoustic disturbances reaching the optical fibre affect the characteristics of the light-pulse. The heart of the PIDS system is the controller unit. This unit has an optical module and a processor module. The optics module generates and sends the probe laser light, and detects the Rayleigh back-scattered signal. The processor module electronically processes the raw data to extract acoustic signals, identify the source of the acoustic disturbance based on the specific acoustic characteristics, and position it in space and time.

Using this principle, field activity such as digging, walking, excavation, etc., which produce sound waves transmitted into the ground can be detected using buried optical fibres. Due to the low optical loss, the optical fibre can extend several tens of kilometers from the controller. Since detection is in the time domain, considering the speed of light in optical fibres, the location from which a specific disturbance is detected can be precisely determined down to a few meters accuracy.

Multiple controllers can be used to extend the monitored length to hundreds or even thousands of kilometers. These controllers can be linked over a single Ethernet-based network to report to a centralized server which is used to manage and log the system parameters and alarms.

One single channel PIDS equipment monitors up to 40 km of pipeline section and one dual channel equipment can monitor up to 80 km of pipeline section i.e. 40 km in east and 40 km in west direction of equipment provided the loss in fiber for 40 km distance is within the range of 10dB.

Multiple controllers are used to cover longer distances. The architecture of pipeline monitoring system is give below for ready reference.

Pipeline Intrusion Detection System shall have following specifications:

- Fully distributed over entire fibre cable length
- Real time detection, location and notification to any desired monitoring location
- No field electronics or power required to the cable
- High spatial discrimination, typically 1 – 10 m, for simultaneous disturbances
- Spatial sampling rate 0.67m
- Sensitivity at acoustic frequencies, 1 Hz to 20 kHz depending on length of sensor cable
- Single-ended measurement mode
- Long range, simultaneous, multi-location intrusion sensing for buried cables
- Detection of leak with the same equipment is possible.

The system is configured to identify acoustic or vibration events at less than 1 to 10 meters spatial resolution, depending on monitored fibre length. The superior sampling frequency of the controller units means that an acoustic event such as third party interference will be sensed within 1 second of the actual event being detected. The minimum scan time for the entire optical fibre cable run from a controller unit in this type of application is 400 μ s. Further logic analysis of the event, such as its persistence in time and space, is used to determine the nature of the event and whether is it stationary or moving. As soon as a specific match is found to a pre-defined set of acoustic and logic parameters, a notification is raised detailing the location, time and type of event. If the event continues for a specified time and fecundity, it will be reported as an alarm, along with the severity level. The controller unit has Ethernet communications support for transfer of data and alarms.

Primary Functions of PIDS:

- Continuous monitoring of optical fibre
- Definition of zones and alarm thresholds
- Identification of any event disturbances that fall outside threshold limits
- Precise location of such an event disturbance
- Identification of simultaneous multiple event disturbances
- Analysis and characterization of event disturbance data
- Extraction and transmission to a central monitoring system of vibration / sound file (resulting from an event disturbance) for further interpretation as necessary
- Scheduling data storage and communications to host system
- Data output and alarm notification
- Remote control
- System Health Check
- Multi-level password protection
- Self-start / re-start capability

Third-Party Integration: PIDS can be interfaced with SCADA and CCTV systems through a web-link whereby the PIDS user display will appear on CCTV clients or SCADA monitoring workstations. The system is capable of sending .xml messages to third-party systems. The third-party vendor is responsible for accepting the .xml messages through their APIs and displaying the alarm information in their format.

3.4 Cathodic Protection System

The Proposed Bina Kanpur line shall be designed with the Permanent cathodic system in addition to anticorrosion coating. As per OISD 141 the Permanent CP system shall be designed in accordance with NACE-SP-0169 and relevant codes, also temporary CP system shall be designed to protect the buried pipeline during construction / laying activities. However, the Permanent Cathodic Protection system i.e. sacrificial anode or impressed current shall be brought into operation after pipeline construction.

The Cathodic Protections system shall be designed on the basis of soil resistivity surveys of the route, pipe Line parent material and surface area. The Enroute CPPSM / CPTR Panels shall be installed preferable in SV / IP stations along with anode bed for impressed current protection of the pipe line. The land around 200 – 300 Sq M shall be acquired or purchased for providing anode beds near the CP stations along the pipeline route.

3.5 Telecommunication system

Pipeline shall be designed with the dedicated Telecommunication system to operate & monitor pipeline operations as prescribed in OISD 141 and relevant codes. The system shall be provided to cater the following requirements:

- a. Voice communication between Sectionalizing Valve Stations, intermediate Pigging station, Dispatch and Receipt stations for coordination, reporting and announcement regarding the pipeline Operations, safety and security matters.
- b. Data communications between SCADA server and RTUs
- c. CCTV surveillance system at SV stations, IP, Receipt and Dispatch station
- d. EPABX telephony
- e. Facsimile interface between Control rooms.
- f. Video Conferencing between manned / Control station etc.

Telecom System shall be proposed with the latest systems in industry based on STM16 / OGES technologies, both the technologies are proven and have the satisfactory performances track record in pipeline industry.

The Proposed telecom networks shall consist of the following:

- i. Two Optical fiber cable of 12 fibers each laid along the pipeline. The OFC shall be laid at suitable depth at the both side of the Pipeline to which gives the redundancy to the Telecom system. In event of external damages to OFC the other one shall cater the all the functions of the Pipeline operations.

- ii. Telecom Panel comprising STM 16 / OGES module with Fiber termination unit and associated interface module for RTU interface, CCTV, Phone etc.
- iii. Network Monitoring system at Receipt / Dispatch station
- iv. EPABX system at Receipt / dispatch station along with analog, digital, IP and wireless Phones at all the locations require communication
- v. Video Conferencing System at both receipt and Dispatch control room with LED screen and associated modules
- vi. CCTV surveillance system with PTZ camera at all strategic locations in Sectionalizing Valve Stations, Pigging Station, Receipt and Dispatch station, at least 2 nos. at each station. The surveillance system may be opted for continuous recording or event / Movement based recording in the CCTV server. CCTV servers shall be installed at both receipt or dispatch station. LED screens in control room shall be installed for continuous monitoring by the Operation Personnel.

Telecom system shall be powered continuously at all the stations; however, system shall be so placed which provide the alternate route to seamless flow of the data in entire system. The same shall be achieved with the ring Philosophy and one or two nodal location enroute of the pipeline stations to achieve the required philosophy.

Network monitoring system shall be placed at the manned station to monitor the entire Telecom modules on continuous basis, the system shall be enabled to log the alarms, events, downtimes, errors etc and modify the parameter as and when required.

3.6 Sectionalizing Valve station

Sectionalizing valve stations shall be provided with Mainline Valves for isolating the sections of pipeline and station in order to:

- a. Limit the hazard and damage from accidental discharge from pipeline
- b. Facilitate repair / maintenance of pipeline.
- c. Limit the hazards of leakage in Major Water bodies / Rivers

The OISD 141 indicates the requirement of the SV stations which shall be placed not more than 50 Km between each section and additionally Sectionalizing valves shall be installed on upstream and downstream of perennial river crossings and public water supply reservoirs.

The SV shall be established on the land measuring up to 50x50 M keeping in view the technical requirements (Solar Panel) and Safety distances as per the OISD 141. The land shall be Acquired or directly purchased through the owner by negotiation committee. The locations of SV shall be finalized during detailed route survey preferably keeping in view the OISD 141, CP, accessibility requirement and easy approach to the station.

The facilities shall be installed at SV station shall be as follows:

- a. Sectionalizing Motor Operated Valve conforming to API 6D / ISO-14313.
- b. Building with Electrical Room, SCADA/Instrumentation room, Battery Room, DG room, Boundary wall, roads and associated facilities
- c. Electrical installation including Solar Power Panel, Solar package panels, Battery Charger, Distribution boards and DG and associated panels.
- d. SCADA RTU Panel to fetch field data, transmit to SCADA server to show in the HMIs and control through remote access.
- e. Fiber termination, Telecommunication Panel, CCTV camera and associated packages.
- f. Fire Alarm system including Smoke detector, Heat detectors, Manual Call points and Siren.
- g. Cathodic Protection Panel (CPPSM /CPTR) along with nearby Anode bed.

The facilities listed are indicative and minimum as to conform the OISD 141 and relevant statutory norm however the detailed facilities may be derived during detailed engineering.

Power requirements of the SV station shall be fulfilled by the stand alone Solar Power system of suitable capacity and Battery backup to feed the Critical load i.e. MOV, CP Panel, RTU and Telecom Panel on continuous basis and 11KV grid power supply. The system shall be self-sufficient to meet the power requirement during normal as well as bad weather of tropical area so India.

Guard room with wash room facilities shall be provided for the deputed round the clock guard and to facilitate to take the daily log of the system, reporting during normal course of operation and also during emergencies.

3.7 Intermediate Pigging station

The Proposed Intermediate pigging station shall be provided at suitable location as per hydraulic profile / calculations. Necessary provision to be kept for converting Pigging station to Intermediate pumping station at later date based on the future pumping requirement.

The IP shall be established on a suitable land area in view the technical requirements i.e. Future pumping station requirements, Fire Water facilities, suitable bending radius for pig movement and Safety distances as per the OISD 141. The locations of IP shall be finalized in consultation with the EPCM contractor during detailed engineering preferably keeping in view the OISD 141, CP, accessibility requirement and easy approach to the station.

Intermediate pigging station shall be designed and located suitably midway of the Pipeline / as per Hydraulics which shall have Pig handling equipment (Scraper Launcher & Receiver) with associated facilities, conforming to minimum requirement laid down under OISD-141 as

- a. access to the pig traps; handling of pigs;
- b. isolation requirements necessary for pig launching and receiving;
- c. draining of carried over muck / condensate during pigging operation;
- d. direction of pigging including bi-directional pigging;
- e. minimum permissible bend radius and the distances between bends / fittings;
- f. variation in pipe diameter and wall thickness; internal coatings; and pig signalers

To fulfill requirements of the OISD, following minimum facilities shall be proposed and designed for handling pigs and other operations:

- a. Major Equipment as
 - I. Scraper Launcher and receiver,
 - II. Flow Meters
 - III. Basket filters
 - IV. Sump tank of 20 KL
 - V. Slop and Sump Pumps,

- VI. Jib Crane to facilitate lifting of Pigs
- VII. Buried Sectionalizing Valves and Plug valves in station etc
- b. Building with Electrical room, SCADA / PLC / UPS Room, Battery Room, DG room, Guard with wash room.
- c. Boundary wall with Concertina fencing, internal road, approach road, Water tank, Pavement area to accommodate equipment, Valves, station Piping and
- d. Electrical System fed from the State board supply including DG with MV panel, Battery charger, AMF panel.
- e. DC Battery system to fed the critical load e.g. SCADA, PLC Panel, Cathodic Protection Panel, ESD MOVs, etc.
- f. SCADA, PLC and Telecommunication Panels
- g. Fire Alarm system including Smoke detector, Heat detectors, Manual Call points and Siren.

Phase II requirement shall be catered by augmenting the facilities by introducing Main line pumps and associated safety, control and Monitoring equipment along with civil structure e.g. Control Room, HT substation etc.

Power requirements of the IP station shall be fulfilled by the stand alone Solar Power system of suitable capacity and Battery backup to fed the Critical load i.e. MOV, CP Panel, RTU and Telecom Panel on continuous basis and 11KV grid power supply. However in case of lower solar insolation and during failure of Grid Power supply, required power may be fed through the installed DG. The system shall be self-sufficient to meet the power requirement during normal as well as bad weather of tropical area so India.

3.8 RECEIPT TERMINAL AT POL TERMINAL AT Panki

The pipeline will be terminated at the existing POL Terminal at Panki (Kanpur). The facilities are designed to facilitate the safe and continuous product receipt at depot with proper control, accounting, monitoring and supervision of the operations. The Safety instrumentation system, SCADA shall be suitable designed to ensure the same.

The facilities proposed shall be as follows::

1. Adequate size of Control room to accommodate Terminal as well as Pipeline Control room as per the M.B. Lal Recommendations shall be provided. The Building shall be

- provided with UPS room, HVAC room, Conference room, office spaces for Operation and Maintenance staff.
2. MV panel shall be erected in the existing Substation to feed the UPS and field loads e.g. Area Lighting, MOVs, Sump Pump Motors etc. and building lighting,
 3. UPS shall be installed to feed the Critical loads e.g. SCADA Servers, RTU, PLC system, CCTV Servers and system, Flow Control Valve, Surge Relief Valve, Field instrumentation, ESD MOVs etc.
 4. Station Piping Area and Dispatch manifold
 5. Equipment to be Erected and Installed
 - a. Scrapper Receiver with Jib crane
 - b. Station block Valve
 - c. Basket Filter
 - d. Flow Control Valve
 - e. Flow Meters
 - f. Density Meters
 - i. Density Meter Skid with Pump at station Block Valve area
 - ii. Density Meter Skid with Orifice at Station Piping
 - g. Surge Relief Valve
 - h. Sump Tank of 20 KL with Sump pump including facilities to tanker loading.
 6. SCADA servers and associated facilities
 7. PLC CPU Panels, Marshalling Panels, PDB, Interface panles in control room
 8. Telecom system and associated Panel, CCTV server, LED screen and VCS system in Control room
 9. SRV panel in control room
 10. Fire alarm system along with smoke detection, Heat detector, Manual Call Points and siren.

The existing Firefighting facilities shall be studied and suitably augmented to cater new facilities under the Bina Panki Pipeline project. The same shall be designed as per the OISD 141, 117 and other statutory requirements.

Instrumentation

General

Adequate Instrumentation and control system will be provided for safe and efficient operation. The supervisory control and data acquisition system shall be also extended to the new Pumping station through Remote work station server. The Pumping station shall be controlled through PLC based as well as panel based Instrument with Station Emergency Station Shutdown though single Push button/soft command.

Electronic and Electro Hydraulic Control shall be provided as per the process requirement.

3.9 MAIN MULTI-PRODUCT PIPELINE

A 16”/18” diameter pipeline conforming to API 5L (Suitable Grade & Thickness as per codal requirement) PSL-2 with adequate wall thickness shall be selected for multi-product pipeline from Bina Dispatch Terminal to POL Terminal at Panki (Kanpur).

The pipeline will be designed and constructed in accordance with ANSI B31.4 code for Liquid Petroleum transportation piping system, OISD 141, International Safety Codes & Petroleum Act. Requirements of API Codes 1105, 1104, 1102 will also be met for the construction and laying of the pipeline. Pipeline thickness will be increased at road / rail / river crossings as per the standards & guidelines of statutory authorities.

Bina Panki Pipeline - Right of User (To be arranged by Owner)

Pipeline Route shall be acquired as per the Petroleum and Minerals Pipeline Act, 1962 and rules laid down under the act. The ROU shall be acquired of width of 18/25 m which is suitable for laying the Pipeline and movement of Heavy Equipments / Pipe Layers and Inspection Vehicles. Some areas majorly in forest the ROU width shall be 10 m in view of statutory norms and environment considerations.

ROU shall be acquired in accordance with the P&MP Act, 1962 sub section 3(1) & 6(1). Gazette Notifications under section 3(1) shall be done after desktop survey / Reconnaissance survey with revenue detail of field proposed to be coming under the ROU e.g. District, Tehsil, Village, survey no. & area. Then after public hearing shall be held under section 5 of the aforesaid Act and hearing all the grievances / complain & critically examining the proposed Route, Competent Authority advice for publishing in Gazette of India under section 6(1) which vest the Right of use to the company.

The land compensation and Crop compensation as per the prevailing laws shall be paid to ROU farmer as per the section 10 of the P&MP Act.

The enroute crossing e.g. Railways, Road, Canal, River etc. shall be done with prior permission of Authority and the Act & OISD norms for safely and security of pipeline.

The pipeline will be buried at a depth of approx. 1.2 meter except at critical areas like river / rail crossings etc. where the depth will be more depending upon the design factors and statutory requirements in line with PNGRB/OISD regulations.

The facilities are to be designed in accordance with the safe industry practices, specifications, codes and statutory compliance e.g. OISD 141, ANSI 31.4B, PNGRB, API Codes 1105, 1104, 1102 etc.

4. PROJECT STATUS (as on date of issue of tender)

4.1 Detailed Feasibility Report Prepared..

4.2 The Land for SV/CP/IPS are to be identified in-consultation with PMC and then will be acquired /purchased.

4.3 Survey : The detail route survey completed, the cadastral survey are in progress

4.4 NOC: NOC Authorities identified. Necessary applications to various statutory authorities being submitted.

4.5 PNG&RB: Approval Awaited.

4.6 Environmental Clearance: EIA & RRA consultant appointed. Submission of Form-1 to MOEF is under process.

4.7 ROU: The appointment of Competent Authority to acquire ROW is in progress as per PMP Act.

5. PROJECT IMPLEMENTATION STRATEGY

The following implementation strategy is proposed for the project.

- 5.1** The Project Management CONSULTANT (EPCM) appointed for the project shall have the primary responsibility of completing and commissioning the project within the agreed time schedule, preparing cost estimates and for evaluation of bids and ensuring quality of procurement items and workmanship of construction in line with sound established engineering practices, standards and codes along with Project Risk Management. The EPCM consultant will act as Engineer- I/Charge for the entire project.
- 5.2** CONSULTANT's scope of work for the project shall cover services pertaining to conceptual studies, basic design, detailed engineering, vendor / contractor identification, procurement activities including inspection / co-ordination and expediting , short listing of contractor, tendering, recommendation for award of work, preparation of LOI and contract document, management of contract , stores management, construction supervision including quality assurance, ensure safety at construction site as per OWNER's laid down guidelines, Project Risk management, all necessary technical support to OWNER for liaison with statutory authorities for construction, approvals, providing drawings, helping Owner in obtaining NOCs, commissioning, closing of contracts, material reconciliation, support for all audits/ arbitration and overall project management including resource planning, time monitoring & cost control.

PMC should use good software package for material movement/ utilization/contractor's billing.

The CONSULTANT appointed for the total contract can formulate number of tender packages depending upon nature of job. CONSULTANT, however in consultation with OWNER, can combine more than one packages depending on availability of contractor with multidisciplinary experience and adequate financial standing.

5.3 PROCUREMENT ITEMS

CONSULTANT shall identify direct procurement items / equipment for early ordering by client and shall solicit bids where necessary and carry out the Techno-commercial evaluation of bids for awards by the OWNER prior to selection of contractor for works

contract. As the conventional method is being followed all the items shall be procured directly. The main items to be procured are as below:

1. Main Line Pump and Booster Pumps
2. 3LPE coated / bare Line Pipes
3. Valves (Control valves, check valves , plug valves , Ball valve . Globe valve , sectionalizing Valve, Surge relief Valves etc)
4. Metering Equipment (flow , density, Ultrasonic etc.), Basket Filters
5. Scraper launchers/Traps
7. SCADA & APPS system
8. TELECOM system
9. INSTRUMENTATION system
10. POWER DISTRIBUTION EQUIPMENTS /TRANSFORMERS / D.G. SETS/ ELECTRICAL PANELS/ / CHARGERS / UPS / Battery charger / Capacitor Bank ETC.
11. All balance items required as per conventional method of procurement

For any items included in the scope of supply of contractor/s, the CONSULTANT shall essentially carry out activities necessary to ensure right quality of supplied material/equipment.

Consultant shall endeavor procurement of long lead items/expensive material at the required time/optimum cost considering lead period.

Work packages : The following are broadly identified as work packages:

- Civil work for Despatch , receipt & Intermediate Pigging and SV Stations
- Composite mechanical /electrical /instrumentation work at Despatch , Receipt , Intermediate Pigging & SV stations.
- Pipeline laying contract for cross country pipeline
- HDD works

6. PROJECT MANAGEMENT CONSULTANT'S SCOPE OF WORK / SERVICES

The CONSULTANT will act as an extension of OWNER, always keeping in view OWNER's interests and advising / guiding the OWNER on all important matters, to ensure the project is completed within cost, time and quality targets .

The CONSULTANT shall perform services comprising Project Risk Management, Process Engineering, Detailed Engineering, Procurement services, Construction Management, Commissioning etc. for the project.

The scope of services shall be for a period of 33 months from zero date. All necessary manpower / infrastructure facilities shall be maintained by consultant for site / office for executing the project for achieving mechanical completion within 27 months from date of LOI/FOI and commissioning within 6 months of Mechanical completion.

The salient features of scope of CONSULTANT's work for each facet of project activities is described under.

CONSULTANT shall have the primary responsibility of completing and commissioning the project within the agreed time schedule, cost estimates and ensuring quality of procurement items and workmanship in line with sound established engineering practices, standards and codes.

CONSULTANT's scope of work for the above project shall cover services pertaining to basic design, detailed engineering, vendor identification, procurement activities including inspection and expediting, short listing of contractors, tendering, construction supervision, stores management commissioning supervision, closing of contracts and overall project management including Project Risk Management. . Ensuring the quality & timely supply of the materials from the vendors and construction progress from service contractor as per the contractual schedule is sole responsibility of the consultant.

Philosophy of executing the project shall be through conventional method. CONSULTANT would undertake basic & detailed engineering, procurement of materials / equipment , prepare detail specification for procurement & contract packages, prepare tender document for procurement & works contract, floating of tenders, techno-commercial discussions / evaluation, recommendation, opening price bids and

preparing final recommendation for award, preparation of draft LOI, construction supervision, quality assurance, ensuring safety at construction site as per OWNER laid down guidelines , pre-commissioning and commissioning assistance , stores management incl. Receipts / storage /issues & materials reconciliation, concluding contracts etc. including Risk Management.

Consultant should also carry out the HAZOP, SIL, Surge Analysis and any other statutory study required for success completion of the project , review the RRA prepared by the third party agencies and take all mitigation major during the design and construction of the project . The Consultant shall also make the Disaster Management Plan during the Operation of the Facilities for the Project.

6.1.1 BASIC ENGINEERING

This shall cover following:-

- (a) Preparation of process package consisting of all Process & Engineering design basis, carrying out optimization studies for the entire pipeline , review /update lay out of facilities, PFDs, P&IDs, process / equipment data sheets, electrical / instrumentation data sheets etc.,
- (b) Pipeline system operation and control philosophy.
- (c) Preparation of conceptual designs, telecommunication, Supervisory Control And Data Acquisition (SCADA) inclusive of leak detection system and turnkey Instrumentation.
- (d) Carrying out pipeline optimization studies and fix up pipeline size as per throughput given by BPCL for Phase I and Phase II.
- (e) Carry out Review of P/L mainly detailed Route Survey / Survey Alignment sheets/ Cadastral Survey/ Soil investigation/ Soil Resistivity data (to be supplied by BPCI).

6.1.2 Detailed Engineering

This shall include preparation of specifications, drawings and documents required for issue of tenders for procurement and construction services, not limited to but as broadly detailed below:

- I. Review/update and adopt the available soil investigation/Soil Resistivity/hydrological data along the pipeline route as submitted by Owner.
- II. Prepare typical construction drawings for laying pipeline in various type of Soils /terrain including slope stabilization etc. for tendering and approvals.
- III. Prepare Alignment Drawings and other relevant details.
- IV. Draw up Specifications for Pipeline laying across road/Rail/River crossings, based on input of hydro-potential survey being carried out by Owner and various stipulation of Govt./approving agencies.
- V. Arrange to prepare detailed "approved for construction drawings".
- VI. Carry out pressure calculations and stress analysis of piping system.
- VII. Finalize locations for pigging stations/sectionalizing Valve stations/Remote terminal units/CP Stations etc. Carrying out Soil Investigations through contractors & other studies at SV / terminals etc is in the scope of consultant.

- VIII. Carry out study for selection of power source for cathodic Protection system cum Repeater Stations/ SV& IP Stations and finalize Cathodic Protection Scheme.
- IX. Prepare typical construction drawings for Pump House and terminal.
- X. Arrange to prepare detailed "approved for construction" drawings .
- XI. The scope of the consultant shall include locating despatch facilities within the existing plot at Bina Terminal and provide BPCL with the plot plan incorporating the above facilities. Consultant shall also confirm the requirement of fire fighting facilities, water and power requirement for despatch facilities at Bina and Panki.
- XII. Select Booster and Main line pumps and finalize optimum pumping configuration in consultation with Owner.
- XIII. Prepare single line diagrams of Electrical systems and finalise Electrical load list for power and lighting loads to identify equipment ratings, material specifications.
- XIV. Finalise electrical and instrumentation panel details at Bina Despatch terminal , IP station, SV stations and at Panki Receipt Terminal . Estimate power requirement at Bina , IP Station and Panki. Providing New 6.6 KV feeder and hooking up of power from the existing Substation of Bina Refinery Sub Station will also form consultant scope of work.
- XV. Review, update and adopt soil investigation results for the acquired land.
- XVI. Prepare Detailed drawings for segregation of P/L facilities at Bina terminal.
- XVII. Preparation of layout of pigging station at any intermediate location in consultation with Owner.
- XVIII. Prepare drawings/specification for site development & construction of approach and internal Roads at SV and Pigging stations.
- XIX. Prepare Material Take Off (MTO), Bill of Material (BOM) for all procurement items.
- XX. Carry out pressure calculation and stress analysis of piping systems.
- XXI. Technical specifications for laying of station piping / erection of equipment etc.
- XXII. To review / approve the drawing / documents prepared by vendors / contractors for execution of the works as per the below mentioned time lines
- Code 2 approval within 10 days of receipt of design/ drawings / details
 - Code 1 approval within 7 days of receipt of completely complied design / drawings/ details documents
 - Review of design / drawings / documents within 5 days of receipt of vendor documents.
- XXIII. To carry out inspection at Vendor's works for direct procurement items as well as A class (Critical Items) being procured through the site contractor .
- XXIV. Consultant shall consider dedicated design engineer/s of each field / specialty/stream so that design ,detail engineering , approval of drawings submitted by vendor shall be carried out without any delay due to assignment of other clients job to that engineer.
- XXV. Conducting HAZOP and SIL Study for the project.
- XXVI. Provide design data / drawings / calculations & all the necessary technical support as required for statutory clearances / NOC's from various Govt. / other agencies.
- XXVII. Identify estimated power requirement on priority and extend help to OWNER in submitting application to Electricity Board / Statutory authorities.

- XXVIII. Any other activity considered necessary for completing the project.
- XXIX. Making detail Pre Commissioning / commissioning procedure, operating manuals, pre-commissioning / commissioning checks/ commissioning assistance etc as per requirement.

6.1.3 TENDER PACKAGES

It is planned to execute the project through conventional method i.e., through item rate contracts. The number and scope of individual contracts will be finalized by CONSULTANT in consultation with OWNER depending on availability of contractors with multidisciplinary experience and adequate financial standing. Tentatively the following contracts are envisaged :

Pipeline Laying :

Fabrication & Laying entire pipeline & Optical fibre cable (incl. Jointing) including installation of Sectionalizing valves , road / rail / nallah/ canal / river crossings etc. Design & providing Temporary & Permanent Cathodic protection system/including mitigation measures for the pipeline etc. (The pipeline laying job can be broken up into number of sections / contractors). Detail / residual engineering in general for P/L laying tender shall be in PMC scope.

Consultant shall keep provision in appropriate tender packages for dump yards each for storing/stacking approx. 100 km pipe line, bends along pipe line route ,besides at Dispatch Terminal & Receiving Terminal /TOP's.

Dump yard management shall be in the scope of the Consultant and shall include activities like receipt, storage, issue and reconciliation at the end of the Project. BPCL shall provide land space for storage of Project Material at Bina and Panki. BPCL shall also provide necessary security arrangement at these places.

(b) Electronic Geometric Pigging work may be executed through a separate tender for dent / Pipeline thickness verification.

(c) Mechanical /Electrical /Instrumentation site work package : Fabrication & installation of station piping at Despatch , intermediate Pumping Station & Receipt Station including installation of valves, metering facility etc. , Fire fighting Pipeline net work , Fire water spray system all electrical /instrumentation work , installation of all Owner issue Free Material. Procurement/ supply /installation /testing of pipe all size for station piping work , all type of valve upto 2 " size , all type and size , rating of pipe fitting , flanges , all

type size , rating cables , EOT Crane etc except the cable required for lighting system

(d) Civil work : Construction of control room cum electrical sub station , pump house etc , , area grading as per site requirement , oil water separator , road , drain , pathway , AC package ,Clean Agent flooding system for Control room , bore well etc as per the site requirement at Dispatch and Receipt station , Construction of Boundary wall , area grading as per site requirement , oil water separator , road , drain , pathway , AC package (if any) ,Portable Fire fighting system , Repeater room , bore well etc as per the site requirement for SV and IP stations.

(e) Store management shall be in the scope of the Consultant and shall include activities like receipt, storage, issue and reconciliation at the end of the Project. BPCL shall provide land space for storage of Project Material at stations . BPCL shall also provide necessary security arrangement at these places

6.1.4 TENDERING SERVICES

- a. Arrange for pre-qualification of construction contractors through press advertisement when adequate number of parties for the respective job are not available in CONSULTANT's/ OWNER's approved list, prepare a list parties and obtaining approval of OWNER for the same.
- b. In case of limited tender, where adequate number of parties are available in-house with CONSULTANT as per the approved MVL, prepare list for the same for each package to be tendered and obtain approval of OWNER for the same. OWNER may add or delete names as per their in-house record of performance of such contractors. In case, any name is added by OWNER , responsibility for verifying credentials rest entirely with CONSULTANT before issuance of tender.
- c. EPCM shall propose item-wise Vendor List to BPCL for each of the categories of procurement of Goods & Services. Such Vendor List shall be based on their own Master Supplier List (MSL) / Contractor List prepared based on previous project experience . The EPCM shall also confirm that all vendors proposed by them are qualified financially and technically to participate in the procurement tenders for the project. It is required that EPCM has a robust and well defined process of vendor registration, review and assessment and the vendor list is dynamic and constantly updated. EPCM shall also ensure that adequate publicity like press advertisement, Online web information etc. are issued for encouraging registration/enlistment of vendors/contractors for the required items/services for project. The robustness of the EPCM's process of vendor enlistment shall be reviewed by BPCL, at the beginning of the project, The vendor list thus prepared at the start of the project shall be termed as Master Vendor List (MVL). If any change is to be made to this list, i.e. in case of any addition/deletion in the EPCM Master

Supplier/Contractor list, the same will be done by EPCM and informed to BPCL. EPCM shall proceed based on BPCL approval.

- d. Open tender shall be floated either in case of job value greater than Rs 5 Cr and above (inclusive of taxes and duties) or in case of unavailability of sufficient vendor as per MVL. In such cases BQC shall be prepared by the consultant which will be concurred by the owner.
- e. Finalize General conditions of contract / Special conditions of contract in consultation of the Owner.
- f. Prepare draft tender document, obtain comments from OWNER, incorporation of the comments if considered relevant after discussion, finalize tender document, seeking OWNER's approval of the final tender document for issue of tenders and float tenders to parties as approved. Consultant shall prepare detailed estimate of the works in line with market rates & local construction material rates before the floating of the tender and the same has to be reviewed by BPCL.
- g. Carry out technical and commercial evaluation of bids, prepare recommendation for short-listing of parties and opening their price bids after OWNER's approval, prepare evaluation of bids, formulate recommendations for negotiation / award for OWNER's approval within 3 months from date of opening of technical bid. In case negotiation is to be carried out, Consultant shall assist OWNER during price negotiation, prepare draft FOA, DLOA, Draft Purchase Order, complete contract documents and Agreement.
- h. Prepare complete contract documents for issue by OWNER.
- i. PMC shall certify reasonableness of prices quoted by the recommended bidders for all works contracts and purchase orders. They should also compare lowest paid unit price / in house estimate and shall furnish the working statement wherever applicable and recommend for negotiation when there is a major deviations exceeding 10 % and take active participation in negotiations.
- j. Any other activity considered necessary.

**** Note : All tenders for Procurement Items , Services and works contracts are to be floated through BPCL's E-tender portal only. Necessary access on the BPCL's E-tender portal will be provided by BPCL to the successful consultant for floating of Tender , Technical & commercial evaluation , issuing addendums & corrigendum's etc.**

6.1.5 CONSTRUCTION SUPERVISION

- a. Finalize construction related procedures such as work procedure for each activity, quality assurance, safety at construction site, qualification of welders etc. and ensure their implementation.

- b. Finalize progress report format & consultant shall prepare weekly site progress / monthly progress reports so as to reach OWNER at the end of the month (to reach OWNER by 28 th instant positively) so that the same can be forwarded to respective monitoring departments by 1st of corresponding month.
- c. Prepare detailed construction schedules (bar-chart), manpower / machinery deployment plans and review the same periodically.

The construction schedule shall meet the total Project mechanical completion schedule of 27months from LOI .

First Target Milestone – 27 months from the Zero date-
Mechanical Completion including hydrotesting.

Second Target Milestone –27 months from the Zero date- Start
of commissioning activities.

- d. Bidder shall have key personnel including Project Manager, Resident Construction Manager (RCM), Contracts/ procurement Manager, Inspection/ Expediting/ QC Manager and Engineering, Process Manager on their permanent roles and with the following experience as mentioned below
 - Project Manager- Min. experience of 10 years & one Pipeline Project handled and successfully completed & commissioned
 - RCM - Min. experience of 10 years & one Pipeline Project handled and successfully completed & commissioned
 - Contracts/ procurement Manager, Inspection/ Expediting/ QC Manager, Engineering and Process Manager - Min. experience of 05 years & one Pipeline Project handled and successfully completed & commissionedAlso the detailed Bio data of the above personnel's should be submitted along With the bid to support the facts.
- e. Dedicated manpower and resources for supervision to be deployed considering two spreads each for following section
 - i) Bina – Intermediate Pigging station (IP)
 - ii) From IP station to Pankifor execution of the job. Work may be carried out on 16 hour rotation basis for station works and Pipeline laying works depending upon circumstances and pace of progress to complete the same within the given total target of 12 months for site works . All site works like Stations works , Pipeline laying works and other associated works shall have to be completed (mechanical completion) within maximum 12

months from the date of award to individual site contractors for work packages. Minimum manpower for the entire duration of site construction to be deployed by the consultant for the project,

RCM OFFICE (Common for both section) - The RCM Office should have following minimum manpower

RCM - 1no.
Monitoring Staff - 1no.
Store I/Charge - 1no.
QC head - 1 no.
HSE head - 1 no.

Each Spread Office : Each Spread Office should have following minimum manpower ,

Spread I/Charge :
Mechanical Engineer
Civil Engineer
Electrical Engineer
Instrumentation Engineer
QA/QC Engineer
HSE Engineer

The placement of manpower and their duration of placement shall be done in such a manner that at no time the work is hampered for want of experienced site staff. However the deployment of experienced site staff shall be augmented by the consultant based on the site and work requirement. A separate supervision staff for terminal and Pipeline works should be deployed during the entire construction period as per the site / progress requirement.

Sufficient manpower should be deployed during pre-commissioning and commissioning period and at no case the pre-commissioning and commissioning should hamper due to deployment of site staff.

Note : The technical bid should accompany the Site organogram showing minimum manpower deployment during construction and Pre-Commissioning / Commissioning & Post commissioning Phase.

- f. Review, co-ordinate and supervise closely contractor's work to ensure that the work executed and supplies made are strictly in accordance with the specifications laid down in the contract.
- g. Review progress of work weekly / monthly / quarterly with participation of head office and site representatives from OWNER / Consultant / Contractor , identify bottlenecks and take corrective measures to meet the target.

- g. CONSULTANT shall arrange to take measurements of works along with contractor's representative and certify all bills for payment. OWNER's representative shall also accompany during physical measurement and will arrange to make payments thereafter.
- h. CONSULTANT shall certify material reconciliation statements prepared by the contractors for OWNER supplied materials and obtain OWNER's approval.
- i. CONSULTANT shall arrange for preparation of As- built drawings through contractors duly certified by them and submitted in 6 copies with reproducible to OWNER.
- j. Issue certificate for mechanical completion of works.
- k. To provide necessary assistance to Owner for conducting negotiations with contractors for items , which are expected to undergo large variations. PMC to carry out the rate analysis based on the market rate and justify the reasonability of the rate etc as per the tender condition
- l. Certify / settle final bills for closing of contracts along with all desired justifications.
- m. Conducting Site Acceptance Test for Telecom / SCADA & APPS/ Instrumentation system etc to establish the design parameter with actual performance parameter .
- n. To adhere CVC guide line and to provide technical assistance / back up support for any audits/CTEs queries.
- o. Adherence of MOP & NG guide lines for big project.

CONSULTANT shall have overall responsibility for management of work sites and co-ordination among contractors to ensure the successful completion and commissioning of the project as per contractual time frame.

6.1.6 PROCUREMENT SERVICES

CONSULTANT's scope shall include, but not limited to, following services for procurement of Direct procurement items incl. All major / long lead / critical items :

- a. Arrange for identification of vendors from CONSULTANT's approved list. In case, adequate number of vendors for procurement of particular material is not available with CONSULTANT / OWNER, pre-qualification with press advertisement in consultation with the Owner .
BPCL shall reimburse the consultant expenses for press advertisement on actual on submission of necessary documents.

The number of tenders to be floated via press route shall be mutually agreed between consultant and the owner

- b. Prepare agreed vendor list for direct procurement items and formulate purchase procedures for imported and indigenous items in consultation with the Owner .
- c. Prepare tender document for procurement of direct procurement items (indigenous / imported materials) send the draft document to OWNER for comments if any, incorporate OWNER's comments after discussions, prepare final document and obtain OWNER's approval for floating of tender .
- d. Receipt of bids, carry out Technical & Commercial evaluation, arranging discussion with parties , prepare techno-commercial evaluation of bids & short listing of parties, obtain OWNER's approval for list of parties short listed, prepare recommendation for opening price bids and obtain approval from OWNER, open price bids, carry out price evaluation and recommendation for negotiation / award, within 3 months of opening of technical bids , assist OWNER in negotiations if required & prepare draft FOA and Draft PO.
- e. Prepare detailed purchase order along with complete technical specifications for issue by OWNER.
- f. Approve manufacturing procedures wherever necessary and identify materials to be used by vendor.
- g. Approve vendor drawings and design calculations as per the following time lines,

Code -2 Approval – within 10 days of receipt of vendor documents.

Code -1 Approval - Within 7 days of receipt of complied code-2 document.

Review - within 5 days of receipt of vendor document.

The consultant should clearly specify in the Project schedule the time period between receipt of bids from vendors / contractors till

preparation of technical bid recommendations. However, this period shall not exceed two (2) months

- h. Carry out stage wise inspection , witness Factory acceptance tests at vendor's works (indigenous / imported . Witness and certify performance / acceptance tests as per purchase specifications and issue of inspection release note. Scope includes carrying out FAT/SAT, Issuing completion Certificates, SAT's report, Trial runs etc. This also includes visits to foreign vendor premises for this purpose. Issuing order closer note along with completion of documentation report.**
- i. The proper control of purchased materials includes both expediting and inspection of materials throughout the manufacturing cycle. **Consultant shall perform (or assign to following approved third party consultants Lloyds, EIL , CEIL and DNV) inspection and expediting of materials supplied from Indian and foreign sources.**
- j. Consultant to submit plans for inspection in the technical bids**
- k. Monitor progress at vendor's works periodically & expedite procurement activity & sending monthly report to Owner informing the procurement status / bottlenecks.
- l. The objective of this material control effort is to ensure continuous progress in the fabrication or manufacture of equipment and materials, and to ensure that such fabrication or manufacture is accomplished in accordance with the technical requirements and specifications of the project. Accordingly, inspection shall be performed by Consultant or Consultant appointed organizations approved by Owner and statutory bodies in accordance with data sheets, drawings, and specifications incorporated in the commitment documents transmitted to the vendor. Expediting of all purchase orders, including all revisions or amendments thereto, for this project shall continue from the time of commitment until the material or equipment has been shipped.
- m. CONSULTANT shall arrange to take measurements of items supplied by vendors in presence of supplier's & OWNER's representative and certify supplier's bills for payment. OWNER will arrange to make payments thereafter.
- m. Stores management (including dump sites) for supply items including receipt , storage, issue of materials to contractors, maintaining records and reconciliation of the same.
- n. Consultant to make all efforts so that surplus material generated from the project does not exceed 2% of material cost.
- o. Any other activity considered necessary.

6.1.7 Procurement items All the critical items for the projects are to be procured through MR/RFQ . The list of critical items are as under for procurement packages :

- **Line Pipe , Insulating Joints , Flow Tees , Scraper Launcher /Receiver , Line Material, OFC etc**
- **Mainline /Booster Pumps , DG sets / Station Piping Material , Basket Filters , Check & Globe Valves , Ball valve , plug Valves , Double block & bleed valves , Control valves , Gate Valves , Sectionalizing valves etc**
- **Metering unit , flow meters , Density Meter, Ultrasonic flow meters, etc .**
- **SCADA & APPS System , Telecom system , Trunk Instrumentation including Fire Alarm system including all field instruments**
- **Transformers , HV system , MV system , UPS , Battery & Battery charges , HT/LT Capacitors ,Solar system etc**

Any other item/s required for procurement as per conventional method to complete the total system

Consultant shall include in the scope of works of vendors adequate spares for various items of procurement which shall include the following :

- ❖ Commissioning Spares
- ❖ Start- up Spares
- ❖ Maintenance Spares

For any items included in the scope of supply of contractors / vendors, CONSULTANT shall essentially carry out activities mentioned at f, g, h , above. Any other activity necessary to ensure right quality of supplied material / equipment shall be undertaken by CONSULTANT.

6.1.8 PRE-COMMISSIONING / COMMISSIONING ;

Prepare pre-commissioning and commissioning procedures.

- a. Check and approve contractor's manpower, equipment and material deployment for pre-commissioning, drying and commissioning activities.
- b. Carry out field checks and trial runs necessary to certify readiness for commissioning of individual systems.

- d. coordinate & witness System tightness tests , Relay testing & insulation tests for electrical cables & equipments .

- d. Any other activity deemed necessary for pre-commissioning.

- e. Define successful commissioning in terms of proving of facilities for their rated performance.

- f. Declare readiness for commissioning of entire pipeline system including Terminals including hook-up facilities at Bina.

- h. Co-ordinate with vendors for arranging their commissioning Engineers and supervise commissioning.

- i. Assist Owner in preparing compliance documents for submission to various authorities for obtaining NOC'S for commissioning of the pipeline & arranging refunds, if any

- j. Deploy necessary manpower for commissioning of pipeline. Scope includes supervising commissioning of pipeline to the satisfaction of owner.

- k. After successful commissioning , the scope of PMC includes post commissioning stabilization which includes attending to site related problems of equipments/package vendors/ system and ensure system stabilizes to the satisfaction of owner for a period of 3 months from commissioning, which includes carrying out SAT's.

- l. Consultant shall ensure that the issues related to various contracts are settled amicably with the contractors/suppliers. Consultant shall provide necessary assistance to the owner and prepare suitable replies to address the claims / grievances / disputes of the contractors / suppliers, as and when they arise.

Despite the above, if any contractor/supplier imposes Arbitration proceedings on BPCL, the consultant shall be responsible for providing necessary assistance to BPCL in connection with these proceedings from the date of award of EPMC contract up to a period of 3 years from the date of completion of the project. The rates quoted by the consultant shall be all inclusive and such cost of providing assistance for the arbitration proceedings to be borne by the consultant.

6.1.9 DOCUMENTATION :

- a. Consultant shall arrange AS- BUILT drawings & documents in 6 sets from various vendors / contractor along with re-producible / floppies / CD's etc.
- b. Compile Technical Data Sheets & process parameters for all equipment's / machinery / systems.
- c. Consultant shall arrange Operating & maintenance manuals from vendors / contractors in 6 sets.
- d. Consultant shall also prepare commissioning report detailing actual performance via- a vis rated performance.
- e. Compilation of Inspection release notes / certificates for all the materials
- f. Compilation of various Reconciliation statements for direct supply items.
- g. Consultant to provide 3 hard copy sets of MR & PR of each procurement package and tender documents along with 1 set of soft copy in CD.

6.1.10 TRAINING:

Consultant shall include Training to Owner 's project / operating personnel to facilitate supervision of erection/ testing activities & operation / maintenance of the equipment's / systems in the scope of relevant contracts / purchase orders

6.1.11 PROJECT MANAGEMENT

- a. Prepare Pipeline project scope and project schedule in consultation with OWNER.

- b. Prepare typical formats for documents required for monitoring and progress reporting viz., drawing schedules, MR schedules, procurement status, inspection status and construction status etc.
- c. Develop co-ordination procedure to establish formal lines of communication between OWNER and CONSULTANT.
- d. Prepare activity list & Develop an overall network for the monitoring of the project and information system in consultation with the Owner.
- e. Monitor and review the project progress and expenditure against approved estimate and draw projected fund requirements on quarterly basis.
- f. Preparation of Project Status Reports along with S – Curve (physical as well as financial) for submission to various agencies.
- g. Consultant to provide indicative Project Schedule (Gant chart) and Manpower Mobilization schedule (for site work) with the bid document and the Final Schedule(Gant chart) and Manpower Mobilization schedule within 60 days of placement of Order(LOI). The consultant to prepare L-1 to L-4 schedule for the project along with preparation of Turnaround document and shall obtain the approval of owner within 60 days of award of EPCM job. Further, the consultant shall carryout Earned Value analysis for the entire project.
- h. Consultant to provide the cost and time estimate within 60 days of LOI or 30 days from finalization of all design basis, which is earlier with a confidence level of 90% of both taken together i.e. time and cost estimate .(i.e. to achieve 90% confidence level of cost & time consultant have to work out both the parameters with 95% accuracy i.e. Joint Confidence level = Accuracy of Time estimation % X Accuracy of Cost estimate %). Consultant to indicate the level of probability of completing the project within projected cost and time .
- i. A payment of 1% will be linked with this milestone which will be decided during finalization of further billing breakup.

6.1.12 PROJECT RISK MANAGEMENT

6.1.12.1. The scope for Project risk management is as detailed below.

The consultant should set up a Project Risk Management cell and the scope shall primarily include the following Risk Management process, Risk Assessment on an ongoing basis.

- a. Understanding of ISO 31000 on Risk Management; COSO ERM Framework and IRM Risk Management Process

- b. Risk Identification

- c. Risk Quantification both on Quantitative and Qualitative planes.

- d. Risk Response Development

- e. Risk Response Control and Risk Closeout Report

- f. Residual Risk Reporting

- g. Monitoring and Review of Risk Management Process.

The process of project risk management is to be adopted continuously for the entire project life cycle.

6.1.12.2. The Project Risk Management shall be headed by competent who have acquired Certificate In Project Risk Management (CrtPRM) from competent national institute.

6.1.12.3. The project manager heading the project along with some of his key project team members should have Certification In Project Management (CIPM) from PMA, India, the national, not for profit society.

6.1.13 COST ESTIMATES

The Project cost estimate indicating foreign exchange and Indian rupee components shall be prepared as follows :

- i) Final cost estimate for the entire project with an accuracy of plus / minus 5% after all the jobs are awarded. The final cost estimate for the entire project once made shall remain valid for the pendency of agreement with the CONSULTANT and no escalation shall be allowed. The above final cost estimates shall be finalised in consultation with OWNER within 4 weeks of finalisation of all orders.

Detailed cost estimate for individual package shall be prepared by CONSULTANT and sent to Owner for comments if any and final cost estimate shall be forwarded to Owner along with each tender document before floating of tender.

6.1.14 STATUTORY APPROVALS

In principle approvals from statutory authorities shall be arranged by OWNER. The terms and conditions put forth by various authorities shall also be provided to CONSULTANT. Preparation of construction drawings for obtaining necessary approvals from statutory authorities shall be the responsibility of CONSULTANT. Although all NOC's shall be arranged by OWNER, CONSULTANT shall also render necessary assistance / support to OWNER to obtain licences, approvals, clearances, permit etc. as and when necessary. Maintaining all statutory books, site records/reports in line with statutory agencies requirement such as CTE etc.

6.1.15 GENERAL

6.1.15.1 LAND REQUIREMENT FOR PROJECT

Consultant shall examine the total land requirement for putting up project facilities & also examine land being procured by BPCL for this purpose. Any additional land if required shall be advised by consultant to BPCL within two months of award of contract for necessary / timely procurement actions.

7. OBLIGATIONS OF OWNER

7.0 PIPELINE WORKS

OWNER shall be responsible for providing / arranging the following information, services and assistance at no cost to CONSULTANT :

- i. All in principle clearances / NOC's from Govt. Dept. / authorities & statutory bodies. However all necessary assistance/drawings/details as sought by owner shall be provided by consultant.

- ii. OWNER shall provide the approval to the tender packages within 20 days of receipt from CONSULTANT.

Approval of OWNER on all other documents submitted for OWNER's approval shall be given within 15 days.

- iii. Land acquisition at Intermediate Pigging station and SV stations and making ROU available along the pipeline route.
- iv. The artwork for Press Advertisement shall be prepared by the consultant and the same shall be forwarded to Owner for necessary publication in leading newspaper. The News Paper advertisement of NITs is Owners responsibility.
- v. The publication of all NIT's / Tenders shall be done through BPCL's E-tender Portal only (<https://bpclproc.in>) without any cost to the consultant. Necessary access to the E-tender portal of BPCL shall be provided to the consultant.
- vi. Permanent power connection for the project from state authorities shall be secured by OWNER. However, necessary assistance for liaisoning with state authorities for making power available within battery limits and for identifying the location at which these facilities shall be received have to be provided by CONSULTANT.
- vii. Only un furnished office space shall be provided by BPCL only at Bina and Panki . Consultant shall have to make their own arrangement for furniture , communication system and other office stationery etc
- viii. Camp Office facilities have to be arranged by the consultant for its site staff at their own cost.
- ix. Necessary arrangement of Lodging , boarding and transportation of its site staff have to be made by the consultant at their own cost.
- x. OWNER shall make available basic design DATA to CONSULTANT to review and adopt :
 - a. Relevant extracts of Feasibility Report / EIA Report / RRA report.
 - b. Product specifications.
 - c. Relevant extracts and conditions of statutory approvals
 - d. Detailed route survey report.
 - e. Soil investigation report of Pipeline route
 - f. Hydro-Geological Survey Report
 - g. Plot details of Proposed New Pumping station ,,
 - h. Parameters for design of Administration and staff facilities.
- x. Arrange marine-cum-storage-cum-erection insurance including transit risk insurance for total works and EQUIPMENYS. To deal with insurance agencies for settlement of claims , Necessary assistance shall be provided by consultant.
- xi. Act as principal employer and deal with all state / Local Govt. regulations, Labour Commissioner, Central Govt., Statutory authorities and Govt. Auditors. Visits made by Consultant in connection with the discussions with statutory /government/ local authorities as well as with other Oil companies, the expenses shall be reimbursed on actuals.
- xii. Carry out selection of spare parts for the plant and procurement of oil, grease, lubes, chemicals, consumable etc. required for commissioning.

CONSULTANT will give details and brand name of the lube / grease / chemicals / consumables etc. in advance for OWNER to procure the same. Wherever mandatory spares to be ordered with main equipment the same shall be identified by CONSULTANT and consent of OWNER will be obtained. Maintenance spares for 2 years operation will be selected by OWNER.

- xiii. Since the system wise commissioning of the project is envisaged progressively between 1 to 6 months after mechanical completion, OWNER will arrange the required inputs, men and operating personal and take over the facilities, system, plant / unit wise within the period of 1 to 4 months mentioned above.



**Bharat Petroleum Corporation Limited
(A Govt. of India Enterprise)**

Bina Panki Pipeline Project

SPECIAL CONDITIONS OF CONTRACT (SCC)

- 1.1 Bidders are advised in their own interest to carefully go through various help links provided at BPCL E-Tendering website so as to ensure that bids are uploaded in E-Tendering website well before the closing date and time of bid submission.
- 1.2 In the event of failure in bidder's connectivity with BPCL website during the last few hours on account of problem on bidders account, they are likely to miss the deadline for bid submission. Due date extension request due to this reason will not be entertained. In view of the same, bidders are advised to upload their bid in advance.
- 1.3 Bidder shall keep offer valid for a minimum of six months from the due date of this tender.
- 1.4 Incomplete bids, conditional bids or bids received late or bid not conforming to the terms and conditions prescribed in NIT are liable to be rejected.
- 1.5 The corporation reserves the right to accept any bid in whole or part and reject any bid without assigning any reason. The corporation is not bound to accept the lowest or any other bid and reserves the right to accept one or more bids in part. The decision of OWNER in this regard shall be final.
- 1.6 Highest standards of safety shall be maintained at site and all safety precautions and regulations should be strictly adhered to. Compliance to OISD guidelines / certificate may be obtained.
- 1.7 Taxes & duties: The bidder must quote the rates including all prevailing taxes, statutory levies, professional tax, etc. OWNER shall not entertain any request for payment of any taxes / levies separately. However GST shall be paid extra at actual. The bidder to indicate the present rate of GST applicable.
- 1.8 Fixed and firm price: The contract prices shall remain fixed and firm & no escalation in price on any account shall be admissible to the Contractor until the completion of work except the statutory variation. No extra payment shall be made on account of delay due to poor performance of vendors / contractors as the contract management is the sole responsibility of PMC.
- 1.9 OWNER reserves the right to revise the specifications, drawings and designs at any stage of work. Such deviations shall be adjusted at the prevailing market rate or mutually agreed rate, rate supported by valid and detailed rate analysis build up, man-hourly / man-monthly rate available in the contract if the rates of such deviation items are not available in the contract.
- 1.10 When the party signing the agreement is not the sole proprietor, the necessary Power of attorney authorising the person who is acting on behalf of the proprietor should be produced before execution of the Agreement.
- 1.11 The Consultant to quote the office work – Detail Engineering for the project i.e. finalization of Process Design Basis, P&ID, Engineering Design basis, HAZID, HAZOP, SIL study & Surge Analysis, MR for all direct procurement items, tender packages, the issues of RFQ documents, Award recommendation, issue of PO / PR, AFC drawing, vendor drawing approval, detailed & residual Engineering, Inspection & expediting upto the successful commissioning, closure of the contract and support to BPCL in formulation of reply to CTE / CVC / Arbitration / any other

statutory queries etc. The consultant to quote the lumpsum price for this work. The payment will be made as per the mile stone given under payment term of the tender.

PMC shall identify the various risks involved in successful completion of the project along with its mitigation plan at the beginning of the project and maintain a project risk register. The risk register shall be continuously updated and shall form a part of monthly progress report.

- 1.12 For Commercial analysis of the bids received against various tenders (domestic / International) floated for this project through PMC, PMC shall have dedicated commercial expert team comprised of qualified CA, CFA financial analyst who has having knowledge about the taxes in India, INCO terms, various circular and policies of Indian government. They shall also have the capability to analyse/authenticate the commercial documents such as Balance sheet, P&L statement & CFS submitted by bidder for qualification of the bids.
- 1.13 Site Work: PMC shall submit the site manpower deployment plan and mobilisation schedule along with their bid. The scope includes the site supervision of the construction activities, quality control and inspection, monitoring & expediting, Mechanical Completion & successful commissioning, Site Acceptance Test, contract closure etc.
- 1.14 Functional Schedules: The Contractor should prepare detailed functional schedules in line with network for functional monitoring and control, L-1 to L-4 schedules, Project turnaround document, S curves, EV analysis and submit scheduled progress curves for each function viz. MR, Ordering, delivery and construction supervision.
- 1.15 Project Review Meetings:
The Contractor shall present the programme and status at various review meetings as required.

1.16 Progress Reports

Monthly Progress Report

The report shall be submitted on a monthly basis within ten calendar days from cut-off date as agreed upon, covering overall scenario of the work. The report shall include but not be limited, to the following:

- a) Brief introduction of the work.
- b) Activities executed / achievements during the month.
- c) Scheduled v/s actual percentage, progress and progress curves for scope finalization, ordering, delivery, construction, overall and quantum-wise status of job progress against scheduled.
- d) Areas of concern / problem / hold ups, impact and action plans.
- e) Resources deployment status.
- f) Project Risk Register with mitigation plan

1.17 Price Validity

The price quoted by the consultant should be valid for six months from the due date .

- 1.18 Award of the contract: BPCL may award the complete scope of work (Part A, B & C) in a single order or

It may award the order in parts i.e. Part A (or) Part B + Part C separately. In the event of split of award into parts, the quoted price for the balance parts should be further valid for the period of six months from the date of placement of LOI for the first part.

In the event of order is not placed for any parts as above, the consultant will not be entitled for any extra claim on account of this.

1.19 **Payment Schedule for Pipeline and allied works:**

Payment shall be made to successful Bidder against milestones completion / progress. Typical milestone guidelines are given below. Bidders are advised to adhere to the following milestones. The bidder shall relate these milestones to detailed network of the project.

Milestones for Payment to Consultant:

1. Office work: Part –A Based on progress of work as follows

- 25% on finalization of pipeline optimization studies and fix up pipeline size as per throughput given by BPCL for Phase I and Phase II and completion of studies required for designing/engineering of P/L mainly detailed Route Survey, preparation of Alignment sheets/ Cadastral Survey/ Soil investigation/ Soil Resistivity
- 25% on finalization of Process design package consisting of design basis, carrying out optimization studies for the entire pipeline, review /update lay out of facilities, PFDs, P&IDs, process / equipment data sheets, electrical / instrumentation data sheets etc., Electrical load list, equipment / material specifications including pipeline external coating etc.
- 25% on finalization of Engineering Design basis for all disciplines and finalization of conceptual designs, telecommunication, Supervisory Control and Data Acquisition (SCADA) inclusive of leak detection system and turnkey Instrumentation.
- 10% on Finalization of Pipeline system operation and control philosophy.
- 5 % on finalization and submission of HAZID, HAZOP, SIL Study and Surge Analysis and approval from OWNER.
- 5 % on successful mechanical completion of the project
- 5 % on successful commissioning of the project

2. Office Work : Part-B- Based on progress of works as follows

- Payment on floating of RFQ / MRs for procurement package and approval from Owner(further break request depending upon number of procurement packages) 25% - as per the following
 - I. Line Pipe - 3%
 - II. Line Materials(IJ/ Flow Tees, Scraper Launcher Receiver etc)- 1%
 - III. Mainline Line & Booster Pumps: - 3%
 - IV. Balance Rotating Equipment's (DG sets , slop/sump Pumps , CI Dosing Pumps etc)- 2%
 - V. Station Piping Materials (Valves , Pipes etc)- 3%
 - VI. HV Packages (Breakers , Transformer , HT Capacitor Banks)- 4%
 - VII. MV Packages (MV Boards , UPS, Battery charger etc)- 2%
 - VIII. SCADA , Telecom & Instrumentation Packages , control Valves– 5%

IX. Metering & Filtration equipment's – 2%

- Payment on finalization of RFQ, Scope & Tender documents for following works packages (Further break up request depending upon the number of work packages) as per the following:(25%)
 - I. Pipeline Laying Tender & HDD – 10%
 - II. Civil Work for stations - 6%
 - III. Composite Mechanical / Electrical / Instrumentation for Despatch /receipt / Intermediate pigging and SV station – 6%
 - IV. EGP for Entire P/L - 3%
- 5% on receipts of bids / evaluation / recommendation for award/ LOI / Detailed PO/PR / DLOA (Further break-up requested depending upon number of procurement packages).
- 10% on preparation & submission of approved for construction drawings (AFC), approval of all vendor drawing for direct procurement items & vendor drawing for contractor scope of works (including procurement and works).
 - Issue of AFC drawing : 2.5%
 - Approval of vendor drawing for direct procurement items : 2.5%
 - Approval of drawing / documents for SCADA, Instrumentation & Telecomm : 2.5%
 - Approval of drawing / documents Balance works packages : 2.5%

Further payment break up for the above can be decided mutually after placement of order.

- On 10% receipt of materials at site with relevant operational/ maintenance manuals as per the following break up :
 - Supply Bare Pipes - 0.5%
 - Coated pipe dump site - 1.5%
 - Mainline/ Booster Pumps - 1%
 - Balance Rotating equipment's - 1%
 - Telecom package - 0.5%
 - SCADA & APPS - 0.5%
 - Instrumentation Package - 0.5%
 - HV Package - 0.5%
 - MV Package - 0.5%
 - Line Materials- 1%
 - Filtration & Metering equipment's – 0.5%
 - Station Piping materials including all type of Valves , fitting , flanges etc – 2%
- 5 % on submission of AS-BUILT drawings for all facilities.
- 5 % on successful mechanical completion of the project
- 10% on successful commissioning of the project
- 5% on closing of contract.

3. Site work : Based on progress of work as follows :-Monthly payment based on percentage progress of work .

- 5% on mobilization of RCM and Spread In charges, & required manpower and setting of the site offices.
- 70 % progressive payment on monthly basis based on construction progress.
- 5% after compliance of OISD check list points.
- **5%** within 30 days of commissioning.
- **10%** after completion of SAT's and successful handing over of packages
- 5% on final documentation, contract closures

1.2 Liquidated damage

Consultant shall commence the work immediately on receiving written instruction to that effect. The work will be progressed in accordance with the agreed schedule as enumerated clause no 5 of IFB. Failing completion of the project as per agreed overall schedule, LD shall be levied by the owner @ 0.5% (half percent) of the total consultancy charges for every week of delay attributable to consultant, subject to a maximum of 5% (Five) of the total consultancy charges. The Liquidated damage shall be applicable part wise. i.e. for Part A & Part (B + C). If there is a delay in completion of Part A activities, then LD is applicable on lump sum price quoted for Part A . If there is a delay in completion of Part (B+C), then LD shall be levied on the total contract value Part (A+B+C) excluding the value of Manpower supply for additional work

GENERAL TERMS AND CONDITIONS

The following expressions here under and elsewhere in the Tender documents used shall have the following meanings unless otherwise specified.

ARTICLE-1

1.1 DEFINITIONS

“OWNER” shall mean “BHARAT PETROLEUM CORPORATION LIMITED”, a Company incorporated in India and having its registered Office at 4 & 6, CURRIMBHOY ROAD, BHARAT BHAVAN, BALLARD ESTATE, BOMBAY – 400 038, and also having its Office at Sewree- East , Sewre Fort Road Mumabi , India – 400015 and shall include its successors and assignees.

Except as otherwise expressly provided or unless the context otherwise requires, in this Contract, the following terms shall have the meanings set forth below :

“Acceptance of the Work” shall mean acceptance by OWNER of the Work

“Approval/NOC” means approval in writing by an authorised signatory of OWNER or Consultant (as the case may be), and “approve” or “approved” shall be construed accordingly. Shall also include permissions issued by THE OWNER / any other Govt. / private agencies as required for execution of the project.

“Contract” means this Contract and the Exhibits hereto.

"Contract Price "means the lump sum fixed price payable by OWNER to Consultant in consideration of performing the work, in accordance with the terms, conditions and provisions of this Contract".

“Design Information” means any designs, drawings, technical data, reports, surveys or other documents or other written information of any kind supplied by OWNER to

Consultant, or to which Consultant is referred by OWNER, whether or not prepared by or on behalf of OWNER.

“NIT ” means the bid documents prepared by OWNER ,pursuant to this Contract, for the purpose of inviting bids from consultants, for execution of Engineering, Procurement, Construction and Commissioning of the Project as Project Management Consultant.

“Key Personnel” means individuals who are considered by OWNER to be critical to the completion of the consultancy Work in accordance with this Contract and notified by OWNER to Consultant as being key personnel.

“Letter of Intent” means the letter issued by OWNER to Consultant appointing the Consultant to commence Work, pending signing of the Contract, in order to facilitate an early start of the project.

“Labour / labour” means Consultant’s Manpower.

“Materials” means drawings, documents, reports, outputs on floppies etc. to be furnished in connection with the performance of the Work.

“Milestone” means the milestone to be achieved by a specified Date or within a specified period .

“Milestone Value” means in respect of any Milestone that part of the Contract Price payable in respect of completion of that Milestone .

“Parties” shall mean OWNER and Consultant, and “Party” shall mean either of the parties.

“Person” means any person, firm, corporation or other legal entity whether incorporated or unincorporated.

“Project Co-ordinator” shall mean Consultant shall appoint, subject to OWNER’s prior written approval, a fully qualified, experienced and competent project Co-ordinator who

shall have complete and entire responsibility for executing all work to OWNER's satisfaction.

"Progress Schedule" shall mean the time schedule of progress of work.

"Zero date" The Zero date for the project shall be considered as date of receipt of LOI for the purpose of Contract.

"Remuneration" shall mean charges payable to the successful bidder in lieu of services provided under the scope of this contract.

"Scope of Work" means the all activities to be undertaken by Consultant.

"Site" shall means Bina Terminal , Bina to Panki pipeline route, proposed receipt terminal at Panki and proposed S.V stations/C.P stations along the route.

"Tender Documents" shall mean the Tender Documents comprising Notice Inviting Tender, General Conditions of tender, Scope of work, remuneration to bidder and other enclosures of this document.

"Work" means the engineering and design services and Project Management Services till commissioning, more fully described in the Scope of Work to be provided in accordance with this Contract, all necessary work and services to be performed by Consultant to satisfy its obligations under this Contract.

"Work Value" means Immediately upon notice of termination of this Contract by either Party, the Parties shall consult with one another in order to agree on the percentage of Work completed up to the date of termination. It is understood that resolution of disagreement, if any, in arriving at completed work value will be a matter of arbitration.

INTERPRETATION

1. All headings of the Clauses in these General Conditions of Tender are intended solely for the purpose of giving a broad indication of the contents of the clause and not as a summary of the contents thereof.
2. Unless otherwise specifically stated, a masculine gender shall include the feminine and neutral gender and vice versa and the singular shall include the plural and vice versa.
3. The word "SHALL" used in this tender document indicates mandatory requirement.

Subject to any express provision to the contrary contained elsewhere in this Contract, any period of time fixed by this Contract or determined pursuant to this Contract for doing any act or thing shall be reckoned in accordance with the following provisions:

- a) the usual non-working days of the week and public holidays in India shall be included in any such period of time;
- b) "month" shall mean a calendar month;
- c) where the act or thing is required to be done within a specified period after or from a specified Date, the period shall begin immediately after that Date;
- d) where the act or thing is required to be done within or in not more than a specified period before a specified Date, the period shall end immediately before that Date.

Wherever in this Contract provision is made for the giving or issue of any notice, consent, approval, certificate, instruction, request, or determination by any Person, unless otherwise specified, such notice, consent, approval, certificate, instruction, request, or determination shall be in writing and the words "notify", "certify", "instruct", "request", or "determine" shall be construed accordingly.

ARTICLE-2

CONSULTANT'S WORK AND RESPONSIBILITIES

WORK: Consultant shall perform the work as scope defined in this tender.

Additional responsibilities except as may otherwise be specifically provided in this Contract, Consultant shall be responsible for providing managerial, design and engineering services and labour (Consultant's manpower) and all materials (documents, drawings, reports, output on floppies, etc.) , stores management and any other items required to perform its Scope of Work.

Special Requirements: Consultant shall comply with the quality assurance requirements, the health, safety and environmental requirements.

Information as to Local Law: Consultant will be responsible for obtaining all information relating to laws, regulations and ordinances, including safety regulations, applicable to the performance of Consultant's obligations hereunder.

Permits and Licenses: Consultant will provide all technical and managerial assistance needed/sought by OWNER to obtain and maintain any registrations, licenses (including import licenses, if any, for the Work), and permits which are required by any applicable Indian laws or regulations and which are required to be in the name of OWNER or its employees or agents.

ARTICLE-3

SCHEDULE OF WORK

Commencement of Work: Consultant shall commence the work pursuant to award of contract". The Consultant shall perform its obligations pursuant to this Contract in accordance with Schedule of Work. Time is the essence and Consultant recognises the importance to OWNER of the completion of the Work in accordance with the Schedule of Work. The Zero date for the project shall be considered as date of receipt of LOI for the purpose of Contract.

Work Program: Within 7 days from award of contract, Consultant shall commence work and shall submit to OWNER for approval a detailed programme showing how Consultant proposes to perform the Work in accordance with the Schedule of Work.

BPCL shall provide the following documents to the consultant as per schedule given below,

Alignment sheets for Pipeline route within first week from "zero date".

Route survey & soil investigation/ resistivity data within first week from "zero date"

Priority of Work: Consultant shall give the Work the due priority and shall not make any allocation of its resources which would have the effect of delaying the timely performance of the Work.

ARTICLE-4

CONSULTANT'S ACCEPTANCE OF THE WORK

A. EXECUTION OF AGREEMENT

Acceptance of the Work Generally:

The successful tenderer shall execute a formal agreement with the owner on the owner's format within 30 days from "zero date". Owner shall forward draft agreement to tenderer within first week from "zero date".

Consultant shall acknowledge that it shall enter into Contract for the consideration set forth herein and that Consultant shall carefully examine and satisfy himself in respect of all pertinent matters which may bear upon the performance of the Work, the calculation of the Contract Price and the determination of the Schedule of Work, including, without limitation, the quality and quantity of the Materials required for the performance of the Work, the availability of labour and personnel for such performance, the character and quality of the Work to be performed, the location where the Work is to be performed and any and all other pertinent matters and conditions.

ARTICLE-5

STANDARDS OF PERFORMANCE

In performing the Work, Consultant shall conform in all respects to the standards of performance hereinafter set forth.

Professional Performance: Consultant shall perform the Work in a professional manner, using sound good engineering and design principles and management and supervisory procedures, and in accordance with the highest standards of care employed by leading engineering firms. Consultant represents that it has the required skills and capacity to perform the work in the foregoing manner.

Management, Design and Engineering.

Management, Design and Engineering Consultant shall perform the work to conform with the requirements of this contract, including without limitation, the Scope of Work.

Documents, Drawings and Manuals. Consultant shall submit to OWNER for comments/review and perusal, within the time periods specified or within agreed periods, such documents, write-ups, designs, drawings, models and manuals as may be specified in the contract.

Provision of Services.

General. Except for items required to be provided by OWNER pursuant to this contract, Consultant shall provide all Materials, services of others, supplies and utilities, required for the design and performance of the work

Compliance with Codes and Standards. Consultant agrees that the work and all systems, components and parts of the work shall comply with

- (i) those design criteria, codes and standards which are specified in the contract and
- (ii) the requirements of all relevant Indian authorities, including without limitation to :

- Factories Act;
- Indian Petroleum Rules;
- Tariff Advisory Committee Guidelines;
- India Electricity Rules;
- Requirement of Chief Controller of Explosives
- Requirements of local bodies and statutory agencies etc.
- OISD standards
- NACE standards for cathodic protection
- Any other requirements

Consultant also agrees that all design criteria, codes and standards included in this Contract are and at all times prior to the Acceptance of the Work will be in compliance with the requirements of such authorities.

Any modification to agreed design criteria will be subject to Consultant providing detailed justification and OWNER's approval of the same.

Conduct of Work:

Manufacturing Procedures: Consultant shall perform, design and develop the Work in accordance with the latest practicable techniques and innovations consistent with the management, engineering and design of the Work and the Schedule of Work. Consultant shall also perform the management, design and development to incorporate, consistent with the Schedule of Work, experience gained in the course of designing, developing and managing other similar work designed, developed and managed by Consultant.

Compliance with Applicable Laws and Regulations: Consultant shall abide by all applicable laws, regulations and ordinances of all governmental authorities including local bodies issuing NOCs and of the administrative subdivisions thereof applicable to this Contract and the performance by Consultant of the Work in any jurisdiction and by all rules and regulations of those Persons and entities having control or jurisdiction over the Work. Consultant represents that is it fully aware of all of the legal requirements, business practices and rules and regulations which must be followed when performing the Work. Consultant shall furnish to OWNER, promptly upon request, such information concerning Consultant, its Subcontractors and their respective employees, servants and agents as OWNER may be required to furnish to any applicable governmental agencies or authorities.

5.5 Permits and Licenses:

5.5.1 In Consultant's Name: Consultant shall obtain and maintain any registrations, licenses (including import licenses), and permits (including immigration, temporary residence, work and exit permits), which are required by Indian laws, or Indian regulations, for the performance of the Work and which are required to be in the name of Consultant, its employees, agents or its Subcontractors.

5.5.2 In OWNER's Name: Consultant shall assist OWNER in obtaining and maintaining (including the preparation and submission to OWNER of all documentation necessary therefore), any non-Indian registrations, licenses and permits (including import and export licenses for the Work), which are required to be in the name of OWNER or its employees or agents.

5.6 Co-operation with, Other Consultant, Contractors and Suppliers:

Consultant shall co-operate with OWNER's other consultants, contractors and suppliers, provide reasonable access to Consultant's premises for them and co-ordinate its activities with the activities of such consultants, contractors and suppliers under OWNER's direction.

5.7 Notification of Suits and claims; OWNER's Right to Defend

5.7.1 Consultant to Notify Consultant shall give OWNER immediate written notice of any suit or action filed against Consultant arising out of the performance of the Work, and of any claim against Consultant which if paid could result in a claim by Consultant for indemnification or for which insurance coverage is not in effect or which will be in an amount which exceeds the amount of insurance coverage. Consultant shall promptly furnish to OWNER copies of all papers received by Consultant pertinent to any such suit or action.

5.7.2 OWNER's Right to Defend If requested by OWNER, Consultant shall, do any and all things necessary or appropriate to effect an assignment and subrogation in favour of OWNER of all Consultant's rights and claims, except against OWNER, arising from or growing out of any suit, action or claim, and shall authorise OWNER or OWNER" designated representatives to exercise any such rights to settle or defend any such claims or take charge of any such litigation affecting Consultant. In the event of such a request by OWNER, OWNER shall reimburse Consultant for the costs of such litigation incurred by Consultant, if any, including judgements, settlements, court costs and, if OWNER does not retain its own counsel, reasonable attorney's fees.

ARTICLE-6

OWNER'S RESPONSIBILITIES

- 6.1 OWNER's Representative: Upon execution of this Contract, OWNER shall designate a representative ("OWNER's Representative") who shall be appointed to represent OWNER under this Contract and notice given to and received from OWNER's Representative shall have the same effect as if given to or received from OWNER. OWNER shall notify Consultant of the designation of the OWNER's Representative by delivering to Consultant a letter naming such person or any replacement. Except as expressly stated in this Contract, the OWNER's Representative shall have no authority to relieve the Consultant of any of its duties, obligations, liabilities or responsibilities under this Contract.
- 6.2 Approvals : OWNER shall expeditiously review and pursue documents, drawings, specifications, proposals and requests submitted by Consultant pursuant to this contract. Except as expressly otherwise specified elsewhere in this Contract, OWNER shall respond promptly of receipt of any such submission, in the case of submissions requiring action by governmental agencies or committees, and within 7 days of receipt of any such submission, in the case of submissions requiring action by OWNER only. In case no written advice, comment or instruction is received by Consultant within such periods, or within any periods for review and perusal stated elsewhere in this Contract, each submission for review/comments shall be considered approved; and Consultant shall inform the OWNER of the same in writing.

ARTICLE-7

CONTRACT PRICE, TAXES

- 7.1 Contract Price:. In consideration of Consultant agreeing to perform the Work in accordance with this Contract, OWNER shall pay to Consultant the Contract Price according to the terms of payment.
- 7.2 Amounts Included in the Contract Price: The Contract Price set forth in this Contract shall be inclusive, without limitation, of all costs, risk and expense, overhead, profit, taxes including service tax, professional tax, duties prevailing at the time of submission of bids and during execution of the contract and/or fees related to the satisfactory performance and completion of the Work and, in each case, all deductions and

withholdings therefrom .However, any addition/reduction over existing service tax would be reimbursed/recovered from the consultant. Any future additional taxes of such nature levied by Indian Govt. would be reimbursed at actual, subject to maximum ceiling of three percent of contract price.

7.3 Taxes and Duties:

7.3.1 Taxes & Duties: Consultant shall promptly pay all, and OWNER shall have no obligation to reimburse or indemnify Consultant for any, present and /or future taxes(including service tax, professional tax etc.), duties, tariffs, fees and other charges (including any deductions or withholdings), imposed by any jurisdiction in India or by any political subdivision or taxing authority or agency thereof, pursuant to any laws or regulations (whether now or hereafter in effect) on or with respect to any payments a made by OWNER to Consultant pursuant to the Contract, including, without limitation, payments of this Contract Price or reimbursable costs or unit rates.

7.3.2 OWNER's Right to Withhold: OWNER may withhold or deduct from the payment of any amount otherwise payable to Consultant under this Contract, or pay on Consultant's behalf, such taxes and other sums, if any, as OWNER may be required to withhold or deduct under the laws of any jurisdiction in India or any political subdivision or taxing authority or agency thereof.

ARTICLE-8

PAYMENT

8.1 Payment of Contract Price:

The Contract Price shall become payable by OWNER in accordance with the following provisions of this Article.

8.1.1 Completion of and Payment for Work Subject to Milestones.

8.1.1.1 Milestones: Details of the Milestones and the percentage of payment to be released on completion of such milestones as annexed herewith

8.1.1.2 Contents of the Certificate: The certificate to be issued by Consultant in respect of each Milestone shall:

- a) Identify the Milestone, with reference to the Schedule of Work.
- b) Include a statement as to whether the Milestone was properly achieved in accordance with the Schedule of Work;
- c) Specify the Milestone Value claimed.

8.1.1.3 Payment: Consultant shall be entitled to payment for each Milestone properly certified as complete and confirmed by OWNER as achieved in accordance with this Contract as follows:

- a) OWNER shall pay to Consultant as per Payment Schedule, in respect of such Milestones as are properly certified as complete by Consultant in respect of each Milestone so certified and confirmed by OWNER, within 30 days of receipt of invoice thereof by OWNER.
- b) No additional payment shall be made for any Milestone achieved in advance of the date fixed or period specified thereof in the Schedule of Work.

8.2 Additional Costs:

8.2.1 Additional Costs: Consultant shall not be entitled to any adjustment of the Contract Price to be paid except for any supplemental agreement in writing between OWNER and Consultant providing that any further costs should be paid to the Consultant .

8.2.2 Calculation of Cost: Such costs wherever required shall be calculated by reference to the break up of prices and/or unit rates contained in Price Bid or if in OWNER's opinion there is no applicable price, on the basis of actual cost to Consultant, provided Consultant gives adequate supporting data on actual cost to OWNER's satisfaction.

8.4 General Terms of Payment:

8.4.1 Accounts: All payments by OWNER to Consultant, shall be made through NEFT.

8.4.2 Effect of Payment: The making of any payment shall in no event constitute the acceptance by OWNER of any Work performed by Consultant pursuant to this Contract.

ARTICLE-9

CHANGES

9.1 Changes: Consultant agrees to effect such changes in the Work as OWNER may from time to time request. Any request by OWNER for a change shall be delivered to Consultant in writing for Consultant to prepare a preliminary change order. Throughout the performance of the Work, Consultant shall have a continuing obligation to propose to OWNER for OWNER's consideration.

- all such changes as Consultant considers desirable including, any change which in the Consultant's opinion will reduce the cost of the Work, or improve the efficiency or value to OWNER, or may otherwise be of benefit to OWNER, and
- such other changes known to Consultant as may be necessary to incorporate significant new developments in technology which are applicable or appropriate to the Work.
- Consultant shall submit any such proposal in the form of a preliminary change order.

9.2 Preliminary Change Orders: Upon receipt of OWNER's request for a change, Consultant shall prepare a preliminary change order and furnish the same to OWNER within a reasonable period of time following receipt of such request. Each preliminary change order submitted by Consultant to OWNER, shall be in writing and be accompanied by such information and data as will be reasonably required by OWNER to evaluate properly the proposed execution of the work in question, the effect on the Scope of Work, the Schedule of Work, Consultant's standards of performance, the Engineering Design, the technical soundness of the Work, the other undertakings by Consultant and the warranties contained in this Contract and the effect on the Contract Price, if any. OWNER shall reject or approve each preliminary change order as expeditiously as proper consideration of the nature of the change may reasonably and data required to accompany the preliminary change order involved and for any additional analytical or

investigative work requested by OWNER in connection therewith is deemed to be included in the Contract Price.

9.3 Variations in Price: Except as otherwise provided in this Contract, any increase in costs resulting from any change shall be for the account of OWNER, provided that no cost adjustment shall be granted with respect to a change if:

- the provision of the additional work or services is necessary in order for Consultant to satisfy its responsibility to make the Work comply with this Contract,
- the additional work or services are required because of delays in the Schedule of Work attributable to Consultant, to late deliveries of materials or services or to labour shortages of consultant.
- the additional work or services are required because of a breach of Consultant's General Warranties or,
- the change relates to re-performance of any of the Work because of Consultant's failure to follow the requirements of this Contract.

9.4 Non Allowable Changes: The following shall not be considered under any circumstances as changes in the Work, or within or to the Scope of Work or the project management services or the engineering design, nor shall any of the following be taken into account when calculating the cost consequences of changes, nor shall any of the following of themselves be considered the basis for any adjustment :

- any escalation in the cost of the Work or Materials or labour therefore;
- any increase in manpower hourly rates; and /or
- currency fluctuations in respect of costs included within the Contract Price and / or.

In addition, a request by OWNER that Consultant perform services or provide work not specifically included within the Scope of Work will not be considered a request for a change in the Scope of Work, if it is mutually agreed that the services or work requested were intended to be within this Contract or necessary to make the Work comply with this Contract.

Consultant shall certify /settle bills for closing of contract, analyse & provide rate analysis/verification of new items and abnormal quantity variations, negotiation of rates in respect of upward variations beyond 25 % and abnormal quantity variations for price approved by Owner.

ARTICLE-10

RIGHT TO INSPECT

- 10.1 Inspection and Examination: All management, design, development, Material, Work and workmanship supplied by Consultant or for which Consultant is responsible, shall be subject during normal business hours to inspection, examination and testing by OWNER, OWNER's Representative, or OWNER's designated consultants and/or other representatives, at any and all times during management, design and development and at any and all places where such management, design and development are carried on, provided such inspection, examination and testing shall, to the extent possible, be carried out in conjunction with Consultant's.
- 10.2 Rejection and Reperformance: OWNER and its designated consultants and representatives shall have the right to reject any portion of the work which is defective, deficient, not within specifications or otherwise of inferior quality or faulty services and require its re-performance. Rejected and other defective or deficient management or work shall be satisfactorily redone. The costs associated with such re-performance shall be for the account of Consultant and not reimbursable. After completion of the necessary re-performance, the relevant Work shall be subject to further inspection and examination by OWNER and its designated consultants and representatives.
- 10.3 Consultant to Furnish Supplies and Services for Inspection: Consultant shall furnish at each location where inspection and examination is carried out all reasonable facilities, assistance, labour and utilities necessary for the safe and convenient inspection of Work that may be required pursuant to this Contract. Consultant shall also furnish OWNER and OWNER's designated consultants and representatives with access to records of all inspections undertaken by Consultant. Tests shall be conducted in accordance with applicable provisions of this Contract or otherwise as required by OWNER.
- 10.4 Consequences of Inspection or Failure to Inspect: The right of inspection and examination by OWNER and by its designated consultants and other representatives provided herein is intended solely for OWNER's benefit, it being understood that no

exercise of or failure to exercise such right shall relieve Consultant of any of its obligations hereunder or prejudice any of OWNER's rights under this Contract.

ARTICLE-11

ACCEPTANCE PROCEDURE

- 11.1 Notice of Acceptance: Consultant shall notify OWNER in writing when Consultant believes that it has completed the entire Scope of Work. Within 30 days after receipt of Consultant's notice of such completion of the Work, OWNER shall advise Consultant in writing of any portions of the Work which remain to be performed, through a checklist and Consultant shall thereupon complete such portions, as indicated in checklist and again notify OWNER in writing that Consultant confirms that the Work has been completed. OWNER shall issue a certificate of Acceptance of the Work (the "Certificate of Acceptance"), after the Work has been completed and accepted, and dated to reflect the actual date of Acceptance of the Work.
- 11.2 Conditions: The issue of the Certificate of Acceptance shall be conditional upon:
- legally effective releases, executed by Consultant, and any persons claiming by, through, under or against Consultant who might have an interest in the Work or part adverse to OWNER, of all claims and liens against OWNER arising under or by virtue of this Contract, except such claims and liens, if any, in such stated amounts which Consultant, with the written consent of OWNER, may exclude from operation of such releases; and
 - Consultant's written declaration, together with such supporting documents as OWNER may reasonably require, that all claims and demands against, and debts incurred by Consultant, in respect of this Contract, have been settled, except claims excluded with the consent of OWNER from the releases referred to in the foregoing clause, and all taxes due and payable by Consultant have been paid or otherwise provided for.
- 11.3 Discretion of OWNER: Notwithstanding the foregoing, OWNER, in its sole discretion, may accept the Work at any time and issue a Certificate of Acceptance even if, after corrective measures have been taken by Consultant, the Work as a whole does not satisfy the requirements of this Contract. Such acceptance and such notice shall not relieve Consultant of its obligations under this Contract .

ARTICLE-12

WARRANTIES & GUARANTEES

12.1 General Warranties: Consultant warrants that:

12.1.1 Personnel: All professional personnel of Consultant shall have proper qualifications for the Work assigned to them hereunder.

12.1.2 Standard of Care and Work: Consultant shall perform their obligations under this Contract in conformity with the highest standards of care employed by leading engineering firms in the petroleum refining industry and all Work shall be first class.

12.1.3 Management, Design and Development: The management, design and development of the Work shall conform with this Contract and shall be free of defects and deficiencies. The management, design and development shall be such that the Work shall comply with the terms of this Contract and shall meet all design, safety and performance and other criteria as specified herein.

12.1.4 Work: The Work shall be fit for the purposes and uses intended and capable of use in the manner contemplated in this Contract.

12.1.5 Other Services: All Work performed by Consultant, including, without limitation, inspections performed by Consultant under this Contract, shall be adequate and sufficient for the purposes intended, in conformity with the terms of this Contract and free of defects and deficiencies.

12.2 Remediation

12.1.1 Notice: At any time OWNER may by notice in writing to Consultant, require Consultant to remedy any defect in the Work by re-performance not later than 18 months from date of mechanical completion or 12 months from the date of commissioning, whichever is earlier.

12.2.2 Obligation to Remedy Breach: Consultant shall be obligated to effect, at its own expense, in the shortest practicable time, such re-performance of Work as are necessary to remedy such defect. Consultant's obligation to remedy any defects shall expire 18 months after mechanical completion or 12 months after commissioning, whichever is earlier. In case of any defect or deficiency in the Work which has not resulted from a failure by Consultant to perform its such defect or deficiency and shall be entitled to reimbursement of the costs associated with the correction thereof . The amount of such costs shall be agreed between the Parties, or in the absence of agreement, decided by the OWNER, and reimbursed.

12.2.3 Program for Re-performance: As soon as practicable, and in any event within 5 days after the receipt by Consultant of OWNER's notice, Consultant will submit for OWNER's approval a plan for effecting the re-performance required to remedy such defect. If required by OWNER, Consultant shall attend at the Site specified by the OWNER to inspect the defective Work and where appropriate carry out re-performance

12.2.4 OWNER's Recourse: If Consultant does not begin its plan for re-performance within the time mutually agreed, or if Consultant and OWNER fail to reach agreement on such a program within 15 days of the receipt by OWNER of Consultant's plan submitted, OWNER, after advising Consultant in writing, shall be entitled at its option and at Consultant's expense to perform or have third parties perform such work as is necessary to remedy or cause to be remedied such defect. Reasonableness of the expenses as aforesaid shall be judged in relation to the expenses that Consultant would have incurred at the time of said re-performance of Work.

12.2.5 Other Rights and Remedies: The rights and remedies of OWNER provided, are in addition to any other rights and remedies provided at law.

12.3 Completion Warranty

12.3.1 Project Completion Warranty: Consultant shall commence the work immediately on receiving written instruction to that effect. The work will be progressed in accordance with the agreed schedule as enumerated clause no 5 of IFB. Failing completion of the project as per agreed overall schedule, LD shall be levied by the owner @ 0.5% (half percent) of the total consultancy charges for every week of delay attributable to consultant, subject to a maximum of 5% (Five) of the total consultancy charges. The Liquidated damage shall be applicable part wise. i.e. for Part A & Part (B + C). If there is a delay in completion of Part A activities, then LD is applicable on lump sum price quoted for Part A . If there is a delay in completion of Part (B+C), then LD shall be levied on the total contract value Part (A+B+C) excluding the value of Manpower supply for additional work

- 12.3.2 Extended stay : If consultant is required to perform for further period of upto three months (to be treated as grace period) beyond contractual period of 33 months, no additional payments shall be made on account of extended services. However if consultant services extends beyond the grace period of THREE months , additional payments for services extended beyond the grace period of THREE months shall be paid on mutually agreed terms if the delay is attributable to owner. If the consultant is required to perform beyond the contractual completion period due to poor performance of any contractor / vendor no compensation shall be paid to the consultant for the extended stay solely attributable to the above.
- 12.3.3 Performance Guarantee: Consultant shall provide specific guarantees for performance of the design work entrusted to Consultant who will be obliged to remedy any lack of performance of the guarantees and if for any reason the said guaranteed performance cannot be achieved, a financial liability to the extent of 10 % of consultant's fees shall be effected.
- 12.3.4 Performance : Consultant shall be completely responsible for the performance of the contractors/vendors for whom consultant is the Engineer – in-Charge. Consultant shall be fully responsible for issuing approved documents such as drawings, design, layouts , P&ID, GAD's , foundation drawings etc as per scope of work.
- 12.5 Payments: Any amount required to be paid by Consultant may be deducted by OWNER from any amounts otherwise payable to Consultant .

ARTICLE –13

EFFECT OF APPROVALS, ACCEPTANCE AND PAYMENT

The obligations of Consultant hereunder shall not, except as expressly provided herein, be reduced or affected by any inspection, test, approval or payment, whether preliminary or final, or by the Certificate of Acceptance of the Work, it being agreed that the obligations of Consultant hereunder shall continue until fully satisfied or 18 months from the date of mechanical completion or 12 months from the date of commissioning, whichever is earlier.

ARTICLE-14

TITLE

- 14.1 Title to Work: Consultant agrees that title to the Work (excluding proprietary items) or any part thereof shall pass to OWNER from Consultant upon commencement of Work from Effective date, or any portion thereof, by Consultant. Consultant shall, however, retain care, custody, and control of the Work and exercise due care thereof. Such

transfer of title shall in no way affect OWNER's rights under any other provision of this Contract.

14.2 Warranty of Title: Consultant warrants good title to the Work.

14.3 Protection of Title: For the purpose of protecting OWNER's interest in all Work with respect to which title has passed to OWNER but which remains in the possession of Consultant or others through Consultant, Consultant shall take or cause to be taken all steps necessary under the laws of the appropriate jurisdictions to protect OWNER's title and to protect OWNER against claims by other parties with respect thereto.

14.4 Ownership of Designs and Drawings ; All designs, drawings, specifications, data, computer printouts, programs and files, documents, reports, studies, manuals, programs, analyses and all other items produced by Consultant in the performance of the Work and identified as deliverables, shall become and remain the property of OWNER, and Consultant shall deliver the same (properly sorted and indexed), to OWNER in accordance with the provisions of this Contract and in any event upon termination of this Contract and shall be used only for this project..

ARTICLE-15

PROPRIETARY INFORMATION; DATA; LICENSES AND INVENTIONS

15.1 Proprietary Information of OWNER

- Proprietary Information Defined: "Proprietary Information", shall mean all information which Consultant, directly or indirectly, acquires from OWNER or its Affiliates or from the performance of the Work, or any other information concerning the technical and business activities and know-how of OWNER or its Affiliates.
- information obtained by Consultant from a third party who is lawfully in possession of such information and not subject to a contractual or fiduciary relationship to OWNER or any of its affiliates with respect to said information; it being understood that Consultant may use and disclose such information in accordance with the terms under which it was provided by such third party;

15.1.1 Consultant's Procedures: Consultant represents that it has a policy and procedure designed to protect trade secret rights and its own proprietary information including notices to its employees to prevent unauthorised copying, publication and disclosure of

such information. Consultant agrees that Proprietary Information shall be subject to such policy and procedure. In addition, Consultant agrees that it shall not disclose any Proprietary Information, nor use Proprietary Information other than on OWNER's behalf, except as OWNER may otherwise authorise in writing. If disclosure to a third party is so authorised, Consultant shall first enter into a written confidentiality agreement with said party containing the same terms and conditions with respect to use or disclosure of Proprietary Information.

- 15.1.2 Documents: Consultant also agrees to safeguard any documents and information which OWNER may supply to Consultant thereunder. Consultant may make copies of such documents only to the extent necessary for the performance of the Work. On completion of the Work, Consultant agrees to return to OWNER all documents supplied by OWNER and to destroy all copies thereof. Should Consultant, however, desire to retain certain documents and receives OWNER's written approval therefor, Consultant shall treat said documents as it does Proprietary Information.
- 15.1.3 Confidentiality Agreements with Third Parties: Consultant also agrees to enter into written confidentiality agreements with third parties upon OWNER's request and to keep in force confidentiality, agreements concerning third parties' proprietary information, which agreements shall permit Consultant to use such parties' proprietary information in the Work.
- 15.2 Consultant's Confidential information: It is not OWNER's desire to be afforded access to Consultant's confidential information. It is therefore agreed that any information which Consultant supply to OWNER shall not be subject to any obligation of confidence, (notices on drawings, proposals, graphs, tables, specifications and the like to the contrary notwithstanding), and OWNER shall not be liable for any use or disclosure of any of such information unless such information is the subject of an express written confidentiality agreement between OWNER and Consultant. Consultant also agrees that it will not disclose to OWNER any information which is subject to an obligation of confidence by Consultant to any third persons.
- 15.3 Computer Data: Consultant will retain essential/critical backup data, which has been developed for carrying out Engineering Design Package for Consultant designed units for use of the OWNER (other than which is part of deliverable) for two years from the date of satisfactory completion of performance test runs.
- 15.4 Licenses: On or before the date of the Certificate of Acceptance of the Work, Consultant shall deliver or cause to be delivered to OWNER such licenses of all patents and other proprietary rights held by Consultant, any Subcontractor, or any of their respective

Affiliates as may be required for OWNER in the optimal use of the Work in the manner intended.

ARTICLE-16

FRUSTRATION

In the event of this Contract being frustrated whether by war or by any other supervening event which may occur independently of the will of the Parties, the sum payable by the OWNER to Consultant shall be the same as would have been payable, if this Contract had been terminated.

ARTICLE17

FORCE MAJEURE AND EXTENSIONS OF TIME

17.1 Force Majeure

17.1.1 Events of Force Majeure: For purposes of this Contract, "Event of Force majeure" shall mean any circumstance not within the reasonable control of the Party affected and which, despite the exercise of reasonable diligence, such Party is unable to prevent, avoid or remove.

17.1.2 Effect of Force Majeure: Should any Event of Force Majeure Prevent or delay the performance by a party of any of its obligations under this Contract (Other than a Payment obligation when, as and if due thereunder) then, provided that notice is given to the other Party, the party which is prevented or delayed in the performance of its obligations, shall be excused from performance or performance in accordance with the time specified in this Contract, for so long as the relevant event of Force majeure continues, and to the extent that such Party's performance is prevented, hindered or delayed, such party shall be excused from performance of the obligations prevented,

hindered or delayed until the expiration of any extension of time agreed between the Parties or granted to Consultant .

17.1.3 Instances of Force Majeure: Events of Force majeure shall include without limitation the following:

- a) acts of God;
- b) acts of war or the public enemy whether war be declared or not'
- c) public disorders, insurrection, revolution, rebellion, sabotage, riots or violent demonstrations;
- d) explosions, fires, earthquakes or other natural calamities; and
- e) strikes or lockouts or other industrial action by workers or employees, other than Consultant's or any Subcontractor's workers or employees.
- f) Epidemic
- g) Flood
- h) Law, order, proclamation, regulations or ordinance of any Government or subdivision or statutory authority.

17.1.4 Notice of Force Majeure; Procedure: If either Party desires to invoke an Event of Force majeure as a cause for delay in the performance of any obligation hereunder, that party shall, not later than 10 days after the commencement of such Event of Force Majeure, give written notice to the other Party of:

- a) the Date of commencement and nature of the Event of Force Majeure; and
- b) the Date on which the Event of Force Majeure terminated (if before the Date of notice), alternatively, if the Event of Force Majeure is continuing, its expected duration.

17.1.5 Mitigation of Delay: The Party affected by the Event of Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any

delay occasioned by any Event of Force majeure including recourse to alternate acceptable sources of services, and reasonable adjustment of Work activities.

17.1.6 Costs During Force Majeure: In the event of an event of Force Majeure, each Party shall bear any costs incurred by it resulting therefrom.

17.2 Extensions of Time

17.2.1 Relevant Events: Consultant may apply to OWNER for an extension of time in respect of any Milestone or portion thereof, if any, if the following events occur ("Relevant Event"), which delay or prevent, or will delay or prevent, Consultant from achieving such Milestone by the time specified in the Schedule of Work:

- a) a Change Order under
- b) an Event of Force Majeure;
- c) a notice of suspension served ;
- d) any delay, impediment or prevention by OWNER.

17.2.2 Certain Delays not Excused: Consultant shall not be entitled to any extension of time in respect of any delays caused directly or indirectly due to any event which is not expressly provided for as a Relevant Event.

17.2.3 Mitigation of Delay: Consultant shall use and continue to use its best endeavours to reschedule work activities to avoid or reduce the effects of any Relevant Event upon achievement of each Milestone.

17.2.4 Notice: If Consultant wishes to pursue a claim for an extension of time, Consultant shall, not later than 10 days after the commencement of the Relevant Event in respect of which the extension of time is claimed, give written notice (in addition to any other notice which may be required under this Contract) to OWNER, which:

- a) gives full and detailed particulars of the cause of the delay;

- b) specifies which of the Relevant Events listed above, Consultant considers to be applicable;
- c) gives the date on which the Relevant Event relied upon commenced, and, if the Relevant Event has ceased, the date on which it ceased, or, if the Relevant Event is continuing, the expected duration; and
- d) gives full and detailed particulars of:
 - I. the effect of any delay to date and of any further delay which may reasonably be expected upon the Schedule of Work; and
 - II. the measures which Consultant has adopted to date and /or proposes to adopt or continue to adopt in order to minimise the effects of any delay to date and of any future delay.

17.2.5 Procedure: Upon receipt of a notice served, OWNER and Consultant shall endeavour to agree the period of extension of time in respect of the relevant Milestone(s), if any, to which Consultant is entitled and any necessary consequential adjustments to the Schedule of Work. Any such agreement shall be recorded in writing signed by OWNER and by Consultant.

ARTICLE –18

SUSPENSIONS

18.1 Suspension: OWNER may at any time, and from time to time, and for any reason, by written notice to Consultant, suspend further performance of the Work or any portion thereof. Any notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Upon the date specified in any such notice of suspension, Consultant shall promptly suspend further performance of the Work and during the period of such suspension shall properly care for and protect the Work including all design work in progress. OWNER may, at any time, terminate the suspension by written notice to Consultant specifying the effective date of termination, and Consultant shall use its best efforts to resume performance of its obligations pursuant to this Contract immediately upon receipt of such notice. If Consultant's performance of the Work has been delayed as a result of such a suspension, the Consultant shall be entitled to an extension of time .

- 18.2 Costs During Suspension: OWNER shall pay to Consultant additional costs resulting solely from a suspension of the Work provided suspension period exceeds 30 days in continuation, on mutually agreed basis. Each such suspension period will be reckoned as the period starting with the date of notice of suspension and ending with the date of notice of its termination; for Suspension of portion of Work, the additional cost will be agreed between Consultant and OWNER on mutually agreed basis, depending on impact of such Suspension; provided however, that OWNER shall not be liable for any payment to the extent that such suspension is attributable to Consultant's failure to perform under this Contract.

ARTICLE-19

TERMINATION

- 19.1 OWNER's Right to Terminate: OWNER may terminate this Contract as follows:
- 19.1.1 Convenience: OWNER may terminate this Contract for its convenience at any time and without cause. In such event, OWNER shall give Consultant not less than 30 days written notice of its decision to terminate this Contract.
- 19.1.2 Force Majeure: If an Event of Force Majeure continues for more than 6 months after the notice of the Event of Force Majeure is properly given, and if the Event of Force Majeure has rendered impossible the performance of this Contract, then OWNER may terminate this Contract by giving Consultant at least 30 days prior written notice of termination.
- 19.1.3 Default: If Consultant shall assign or transfer this Contract or any right or interest herein, except as permitted; or if the interest of Consultant shall devolve upon any person or corporation otherwise than as herein permitted; or if Consultant shall fail without cause to make timely payment for labour, services or Materials, or disregard laws or ordinances or lawful requirements of any competent governmental authority, or instructions of OWNER; or if, Consultant shall fail, neglect, refuse or be unable at any time during the course of the Work to perform the Work at a rate deemed sufficiently by OWNER to give reasonable assurance that Consultant will complete the Work in accordance with the Scope of Work; or if Consultant otherwise commits a material breach of its obligations under this Contract; and, in the case of any of the foregoing events, if capable of remedy, Consultant fails to remedy such breach within 30 days after receiving written notice thereof from OWNER, OWNER may terminate this Contract forthwith, by giving Consultant written notice of such immediate termination.

19.1.4 Bankruptcy, Liquidation: If Consultant shall become voluntarily or involuntarily the subject of proceedings under any bankruptcy or insolvency law, or other law or procedure for the relief of financially distressed debtors, or is unable, or admits its inability, to pay its debts as they mature, or takes or suffers any action for its liquidation or dissolution, or has a receiver or liquidator appointed for all or any part of its assets, OWNER may terminate this Contract by giving Consultant written notice of immediate termination. In the event that such notice is not given for any reason, Consultant shall remain fully responsible for its obligations set forth in this Contract at the times required.

19.2 Consultants Right to Terminate

19.2.1 Default: If OWNER Commits a material breach of its obligations under this Contract and fails to remedy such breach within 60 days after receiving written notice thereof from Consultant, Consultant may terminate this Contract by giving OWNER written Notice of immediate termination.

19.2.2 Force Majeure: If an Event of Force Majeure continues for more than 6 months after the notice of the Event of Force Majeure is properly given and if the Event of Force Majeure has rendered impossible the completion of the Work, in accordance with the Schedule of Work and the terms of this Contract, then Consultant may terminate this Contract by giving OWNER at least 30 days prior written notice of termination.

19.2.3 Suspension: If performance of the Work shall have been suspended by OWNER for a period of at least 6 consecutive months, and if by the end of such 6 months period OWNER shall not have issued a notice of termination of such suspension, Consultant may give OWNER 30 days prior written notice of Consultant's intention to terminate this Contract. If OWNER terminates the suspension by written notice during such period of 30 days, Consultant shall resume performance of its obligations under this Contract. If the OWNER does not issue such notice, Consultant's notice of termination shall take effect on the expiration of the period of 30 days.

19.2.4 Bankruptcy, Liquidation: In case of bankruptcy or liquidation of OWNER, Consultant shall have right to terminate the Contract.

19.3 Effect of Termination: If this Contract is terminated, the following provisions shall apply:

19.3.1 Calculation of Work Value: Immediately upon notice of termination of this Contract by either Party, the Parties shall consult with one another in order to agree on the percentage of Work completed up to the date of termination. It is understood that resolution of disagreement, if any, in arriving at completed work value will be a matter of arbitration.

19.3.2 Payment Obligations on Termination: Without prejudice to any rights and remedies which OWNER or Consultant may otherwise have, if this Contract is terminated, OWNER shall, pay to Consultant:

- a) an amount equal to $(C \times P/100) - PVW$ where C is the Contract Price, P is the Work Value and PVW is that part of the Contract Price actually paid to Consultant.
- b) all costs which are additional and incurred to the Date of termination, and remaining unpaid; and
- c) except in the case of a termination, reasonable proper and unavoidable costs incurred as a direct result of termination, including costs of any cancellation charges that Consultant is obligated to pay as a result of such termination, provided Consultant submits adequate proof/supporting data on such costs to OWNER's satisfaction.

OWNER shall pay to Consultant such amounts after receipt of an invoice therefore, shall apply to such payment. Consultant shall make every effort to minimise the changes referred to in sub-clause (c) above. All amounts payable to Consultant shall be mutually agreed upon by OWNER and Consultant.

19.3.3 Termination for Default or Bankruptcy: In the case of termination by OWNER for default or bankruptcy in the circumstances, amounts due to OWNER and Consultant on the date of termination shall be settled based on mutual agreement.

19.3.4 Accrued Liabilities: Accrued liabilities of Consultant, and any liabilities (actual or potential) of Consultant for acts and omissions with respect to Work partially or fully completed at the time of termination shall not be affected by any such termination.

19.3.5 Option to Take Over Work: In the event of a termination of this Contract, OWNER shall have the right to delivery and possession of the partially completed Work and to finish the Work itself or with the assistance of third parties.

19.4 Effect of Termination Generally: If this Contract is terminated for any reason, Consultant shall take immediate steps to bring its services to a close in a prompt and orderly manner and shall make every effort to keep expenditures for that purpose to a minimum. Consultant shall preserve and protect all Work and all property of OWNER subject to Consultant's supervision, shall deliver or relinquish such Work and such other property to or as directed by OWNER and shall assign to OWNER such of Consultant's subcontracts, purchase orders and other commitments as OWNER may request.

ARTICLE-20

MANAGEMENT, KEY PERSONNEL AND PROJECT DIRECTOR

20.1 General: Consultant shall provide, maintain and be responsible for all management during the performance of the Work. Consultant's procedures for managing, designing and developing the Work shall generally be those of Consultant, which are subject to review and/or approval by OWNER.

The pipeline activities shall be carried out in two spreads. The spreads shall be enforced with additional manpower / resources to cater to pipeline laying in forest areas, river crossing and difficult terrain enroute to accomplish the project schedule

OWNER shall have the right, but not the obligation, to be represented at the Consultant's offices to liaise closely with Consultant's management during the performance of the Work. This representation may include appropriate management, technical, administrative and clerical personnel to review and/or approve Work performed by Consultant.

20.2 Key Personnel:

20.2.1 Consultant shall provide dedicated team as per Organogram proposed by them and accepted by the Owner for executing this Project. The details of key personnel and their Curriculum Vitae to be submitted along-with their bids. Proposed Organogram should reflect Project Manager as Project Incharge with RCM reporting to him functionally.

- 20.2.2 OWNER may notify Consultant at anytime that individuals filling positions described in the staff organisation plan are Key Personnel. Consultant shall procure (so far as in within its power), that Key Personnel shall be employed on or in relation to the Work full time until the issue of the Certificate of Acceptance of the Work. In the event that it becomes necessary to replace any or all Key Personnel, Consultant shall provide alternative personnel acceptable to OWNER with such skills, experience and knowledge that will fully fulfil the role of the individuals replaced in achieving completion of the Work in accordance with this Contract. Such replacement shall take place within 10 days of non-availability of the Key Personnel being replaced. Consultant agrees that such replacement will be avoided to the extent possible except as may be required by OWNER and that any such replacement will be carried out without delaying any Project Schedule. All key personnel shall be fluent in the English language. The consultant shall provide Bio Data of all key personnel.
- 20.3 Project Co-ordinator: Consultant shall appoint, subject to OWNER's prior, written approval, a fully qualified, experienced and competent Project Co-ordinator who shall have complete and entire responsibility for executing all Work to OWNER's satisfaction. The Project Co-ordinator shall be the formal focal point for all OWNER related communications and management related matters and shall be fully authorised to bind Consultant for all purposes under this Contract.
- 20.4 OWNER/Consultant Interface: Consultant shall co-ordinate and interface with OWNER's Representative during the performance of the Work.
- 20.5 Reporting: Consultant shall, in accordance with the requirements contained in Scope of Work, periodically furnish OWNER with reports, tabulations and charts containing all necessary information that will permit OWNER to review and analyse the status of Work.
- 20.6 Meetings: Consultant shall, at OWNER's option attend meetings at OWNER's premises or other designated locations. Consultant shall be responsible for recording all minutes of meetings. The minutes of meetings shall be circulated by Consultant for OWNER's approval and OWNER shall notify its concurrence thereto or any amendments thereto, its representatives for attending all such meetings is deemed to be included in the Contract Price.
- 20.7 Site Supervision: The Consultant shall observe all rules and regulations relating to the Site and the Work as are notified to it by the Site supervisor, OWNER or OWNER's Representative.

ARTICLE-21

21.1 COMPENSATION FOR COST OVERRUN

In case the actual project cost exceeds the agreed project cost, a penalty shall be levied subject to a maximum of 10% of the consultancy charges. The actual percentage of penalty shall be same as the percentage increase in actual project cost over the agreed project cost.

ARTICLE-22

INSURANCE AND INDEMNIFICATION

- 22.1 Consultant shall take out and maintain valid, for its personnel and property, such insurance policies as may be required by applicable Indian laws. Copies of such Insurance policies will be made available by Consultant as required by OWNER.
- 22.2 Consultant and its Sub-contractors shall hold harmless and indemnify OWNER including OWNER's agents, servants or employees against any claims, loss or liability for personal injury or death, or damage to Consultant property, and arising out of or connected with the Work performed under this Contract.
- 22.3 OWNER shall take out and maintain relevant insurance cover for all imported and indigenous equipment and materials to cover marine risk, transportation and storage-cum-erection. All costs incurred in this behalf shall be borne directly by OWNER.
- 22.4 OWNER shall also take out a suitable Builder's all risk insurance policy including fire, extended period and third party liability and maintain it, in force, until the date of successful completion of Project.
- 22.5 OWNER shall indemnify and hold harmless Consultant, including Consultant's employees, servants, agents and Sub-contractors against any loss or liability that may

arise on account of death of or, injury to OWNER's personnel and loss or damage to OWNER's property including third party liabilities arising out of or connected with Work performed under this Contract.

ARTICLE-23

PATENT INDEMNIFICATION

- 23.1 Indemnity: Consultant shall indemnify OWNER against all loss, cost, damage and expense arising from any claim asserted against OWNER, that the Work or part thereof, or any methods, designs or things furnished or specified by Consultant under this Contract, or any use thereof in the reasonable contemplation of the Parties at the time furnished, or any methods, processes or acts employed by Consultant in connection with the performance of its obligations hereunder, constitutes an infringement of any intellectual property right, patent, trade secret, proprietary information, know-how, copyright (statutory or non-statutory), unpatented invention or any unauthorised use of the work of others.
- 23.2 Defence of Claims: Consultant shall at its own expense defend any suit or proceeding based on any claim asserted against OWNER. OWNER shall give Consultant such assistance as Consultant may reasonably require in the defence of such suit, and shall have the right to be represented therein by counsel of its own choosing at its own expense. Neither OWNER nor Consultant shall settle or compromise any such suit or action without the written consent of the other if the settlement or compromise obligates the other to make any payments or part with any property or assume any other obligations or other rights or be subject to any injunction by reason of such settlement or compromise.
- 23.3 Persons included within Indemnity: the term OWNER shall include OWNER, its Affiliates and their respective officers, directors, employees, servants, consultants and agents, or any of them as the context may require.
- 23.4 OWNER shall also have obligations as specified above for the information, data, input, etc., supplied by OWNER or by others on behalf of OWNER.

ARTICLE-24

DISPUTES

- 24.1 General: Any dispute or difference of any kind whatsoever between OWNER and Consultant arising under, out of or in connection with this Contract (including without limitation any question regarding its existence, validity or termination), or the execution of the work including without limitation any dispute as to any decision, opinion, OWNER's Representative whether during the execution of the Work or after completion or delivery thereof and whether before or after the termination, abandonment or breach of this Contract, shall be settled .
- 24.2 Notice: Each Party shall notify the other in writing when it considers a dispute or difference has arisen and which it wishes to refer to the other party or difference has arisen and which it wished to refer to the other Party for amicable settlement, and to arbitration, in the event that amicable settlement is not reached. Such notice shall contain sufficient information as to the dispute or difference to enable the other Party to be fully informed as to the nature of the dispute, the amount of any monetary claim and the length of any extension of time claimed.
- 24.3 Amicable Settlement: Where notice of dispute or difference has been given, the parties shall attempts to settle such dispute amicably before commencement of arbitration, provided that unless the Parties agree otherwise, such dispute may be referred to arbitration subject to after the sixtieth day after the day on which notice of dispute or difference was given, even if no attempt at amicable settlement has been made.
- 24.4 Arbitration:
- 24.4.1 Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the concerned Director (herein after named as Director) of the BPCL or of some officer of the BPCL who may be nominated by the concerned Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPCL or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the BPCL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office Or inability to act may in the discretion of the Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be

entitled to continue the arbitration proceedings notwithstanding his transfer or vacation or office as an Officer of the BPCL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by such Director of the BPCL as aforesaid shall act as arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

- 24.4.2 . The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/ or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- 24.4.3 The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally, and deemed to form part of the reference made by the Director.
- 24.4.4 The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him and to act by the opinion so taken.
- 24.4.5 The arbitrator shall have power to make one or more awards whether interim or otherwise, in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- 24.4.6 The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators' expenses whenever called upon to do so.
- 24.4.7 The parties hereby agree that the courts in the city of Mumbai/(Ernakulam-in the case of Kochi Refinery), alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai/(Ernakulam-in the case of Kochi Refinery), only.

24.5 JURISDICTION:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.

24.6 Continuation of Work: Unless this Contract has already been terminated, Consultant shall continue with the Work with all due diligence during the process of amicable settlement and arbitration.

ARTICLE-25

MISCELLANEOUS

25.1 Independent Contractor: Consultant is an independent contractor under this Contract, and shall have complete charge of all personnel performing any Work under this Contract. Consultant shall perform all Work in accordance with its own methods and shall be fully responsible for the Work performed in accordance with the terms of this Contract.

25.2 Assignment: This Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors-in-interest and duly permitted assigns.

25.2.1 Assignment by OWNER: OWNER may, without the consent of Consultant, assign the benefit of this Contract, or any part thereof and any interest therein or thereunder, to an Affiliate.

25.2.2 Assignment by Consultant: Consultant may not assign the benefit of this Contract or any interest therein or thereunder to any third party, without written consent of OWNER. Any assignment by Consultant without prior written consent of OWNER shall be null and void and of no force or effect whatsoever.

25.3 Entire Contract; Modifications; This Contract constitutes the entire agreement between OWNER and Consultant concerning the subject matter hereof. All previous documents, undertakings and agreements, whether oral or written, between the Parties concerning

the subject matter hereof are hereby cancelled and shall not affect or modify any of the terms or obligations set forth in this Contract, except as the same may be made part of this Contract in accordance with its terms. No modifications to this Contract shall be made except by written agreement between the Parties, except as otherwise expressly provided in this Contract.

- 25.4 Resolution of Inconsistencies: In the event of any inconsistency between any of the Articles or Sections of this Contract, and any Exhibit to this Contract, the Articles or Sections of this Contract shall prevail subject thereto, the provisions of this Contract shall be mutually explanatory. If any inconsistency in this Contract shall become apparent, it shall be resolved by OWNER in writing in consultation with Consultant and in accordance with the foregoing order of priority. Consultant shall immediately notify OWNER of any inconsistency which Consultant discover.
- 25.5 Waiver: The failure of either Party to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or any other term of this Contract. Any waiver must be made in writing.
- 25.6 Language: The official text of this Contract shall be in the English language. Except as otherwise specifically provided to the contrary, all documents, advisement's, notices, waivers and all other communications, written or otherwise, between OWNER and Consultant in Connection with this Contract shall be in the English language, and Consultant shall ensure that all agreements and communications between Consultant and others shall be in the English language.
- 25.7 Metric System: Except as otherwise specifically provided to the contrary, all documents, references to weights and measures to be made hereunder; shall be expressed in the metric system, including, without limitation, drawings, plans, specifications, design, surveys, estimates, reports and all other documents and Work originated by Consultant.
- 25.8 Notices: All notices required to be given under this Contract by OWNER to Consultant shall be in writing and delivered at the address as indicated from time to time.
- 25.9 Effectiveness of Agreement: This Contract shall become effective on the date of LOI (the 'EFFECTIVE DATE') and the Parties shall become bound by all conditions applicable to their conduct pursuant to this contract from the Effective Date.

ARTICLE-26

LIMITATIONS OF LIABILITY

- 26.1 Overall Limit: Consultant's maximum overall liability limit for all guarantees, warranties, liquidated damages and other liabilities of whatsoever nature, whether expressed or implied, shall be limited to 10 % of the contract value effectively received by CONSULTANT.
- 26.2 Consequential Damages: Neither Party shall be liable to the other Party for any indirect or consequential damages in connection with or arising out of this Contract including, but not limited to, loss of use, revenue or profit.

ARTICLE-27

CONSULTANT shall not issue tender to any of their associate companies.

ARTICLE-28

At all stages of the design/engineering/construction phases of the project, consultant should built in suitable provisions to enable future expansion, change in configuration of pipeline project .

Schedule Of Rates (SOR)

- 1 The bidder shall quote in the enclosed price bid formats, lumpsum price for providing consultancy services for OWNER's proposed pipeline project as detailed in this tender.

- 2 The price and man-hour , man- month rates quoted by the bidder shall be valid for a period of 180 days from the due date of the tender and shall continue to remain valid thereafter till pendency of agreement / closing of contract.
- 3 Further the price and man-hour , man- month rates quoted by the successful bidder shall remain firm during the tenure of the contract.
- 4 The bidder shall quote man-hour , man- month rates for various categories of manpower for a period of three year .
- 5 **BASIS OF LUMP SUM PRICES & OTHER RATES**

The fixed lump sum prices and other rates set forth herein shall be inclusive of all costs, risks and expenses, GST, professional tax, taxes including withholding taxes, overhead, profit and / or total fee related to the satisfactory performance and completion of the work. Lump sum price quoted shall also include overheads / all expenses viz. setting up Camp offices, Site offices at various spreads etc.

The lumpsum charges and rates for consultancy shall include GST. Consultant to indicate the present rate of GST and the amount thereof in their price bid. However, any addition / reduction over existing GST would be reimbursed / recovered from the consultant. Any future additional taxes of such nature levied by Indian Government would be reimbursed at actual if the additional taxes are introduced during contract period.

The lumpsum prices for Scope of work more explicitly described in Chapter 6 “Project Management Consultant’s Scope Of Work/Services” of “NIT” and other rates shall include any and all costs related to management, supervision, design, engineering, surveys, attendance at all meetings with OWNER (whether at OWNER’s premises; OWNER’s nominated location or Consultant’s premises; any other location applicable during contract phase of the project), inspection, testing and quality assurance / quality control of the work, as more particularly described in the scope of work, or elsewhere in the contract. Said lump sum prices and other rates shall include, but not be limited to the costs of all labour, supervision, management, (including but not be limited to, wages, benefits, payroll, taxes, travel, accommodation expenses and other costs thereto as are paid to employees), all equipment, communications equipment, communication charges (including those incurred by OWNER while in consultant’s offices), all administrative costs of consultant’s operation, all reproduction and graphic costs of whatever kind,

postage and courier expenses, all insurance requirements and coverage, and all other costs or expenses of any kind which directly or indirectly relate to accomplishing the work and complying in full with the provisions of the contract, and which are not otherwise set forth or referred to in the Contract as reimbursable expense.

The project shall be executed on conventional basis.

Specifically, the lump sum quote of the consultant should include all the expenses in setting up of camp offices, site offices with necessary infrastructure facilities, travel in India including accommodation, transportation and other incidental changes for inspection and also for statutory approvals. Lumpsum rate for inspection assignment in foreign countries (Foreign travel expenses all inclusive per person for total number of persons earmarked for the same) shall be quoted separately as per price format.

- 6 THE OWNER reserves the right to reject any or all tenders without assigning any reasons whatsoever.

- 7 All payments in this tender will be made only in Indian Rupees.

- 8 THE OWNER reserves the right either to award part or full job.

- 9 Running Account payments to the Consultant shall be linked to the milestones devised for total completion of the project. The break up of lump sum prices into milestones is only to facilitate payment to the bidder at desired intervals and that milestones break up is based on the entire scope of work entrusted to the consultant. Individual prices do not hold good on standalone basis.

- 10 Payment for each of the milestones shall be released only after completion of all activities contained in that particular milestone. The amounts payable to the consultant on completion of each milestone shall be equivalent to the percentage indicated against the milestones in the Payment Schedule.

- 11 Bidders are required to submit the price bid strictly in accordance with the price bid format attached. The price bid format blanking off the price figures should also be submitted along with Unpriced Bid.

- 12 The consultant shall quote expenses on foreign travel subject to a maximum ceiling as per price bid format. However, approval shall be taken from BPCL before undertaking any foreign travel and the reimbursement for the same shall be made to the consultant subject to submission of documents duly verified by consultants Finance Department.

PRICE BID FORMAT FOR PIPELINE & ALLIED JOB (SOR)

1. Lumpsum charges for providing Consultancy services for pipeline job to be provided in following format,

ITEM	AMOUNT
Lumpsum charge for providing consultancy services as detailed in this tender under Following heads	
a. PART :A Office work : Basic Engineering for finalization of Process package , Design Basis ,HAZOP , SIL study & Surge Analysis	Rs
b. PART:B Office Works: Detailed Engineering Upto Project completion and handing over.	Rs
c. PART:C Site work	Rs.
--	
Total 1	Rs.
ADD GST (@)	Rs.
Grand Total	Rs.
.	

2. Break up of Cost indicated in items 1 a , 1 b and 1c above in terms of estimated Man-hours/Man- month and corresponding unit rates shall be provided in following format:

a. Man-hours for office work

b. Man- month for site work

The estimated man hours for office and man months for site work shall be used for evaluation purpose only .

3a) Man- Hours Rate for Office work

Grade / Designation	No. of Persons	Estimated Man-Hours
---------------------	-------------------	------------------------

Total (3a)

3b) Man- month Rate for site work

Grade / Designation	No. of Persons	Estimated Man- month
---------------------	-------------------	-------------------------

Total (3b)

4. For additional work / services to be performed from office/ site, Consultant's man-hour, man-month rate shall be as follows :

4.1 Applicable during tenure of contract period

4.1.1 Man-Hour, Man-Month Rate for Office work

Quantity	Man-Hour rate (Rs)
----------	----------------------

518

4.1.2 Man-Hour, Man- Month Rate for site work

Quantity	Man-Month rate (Rs)
----------	----------------------

12

NOTE: The above man-hour, man-month rates shall be all inclusive of all overheads , charges etc. and no claim whatsoever shall be entertained over and above quoted rates except GST.

ANNEXURE-A

EXCEPTION AND DEVIATIONS STATEMENT

Bidder may stipulate exceptions and deviations to tender document, if considered unavoidable as per the following format :

Sl no	Page No of Bid Document	Clause No.	Subject	Deviations

All exceptions / deviations taken by bidder to the stipulations of the tender document shall be brought out in the techno-commercial bid (and not in the tender document or Price Bid) as per this format. Any exceptions/ deviations brought out elsewhere in the bid shall not be construed as valid.

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

ANNEXURE B

PROFORMA OF BANK GUARANTEE (for EMD / SECURITY DEPOSIT)

(On Non-Judicial paper of Rs. 100/- value)

To,

Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/s. -----have taken tender for the work ----- for Bharat Petroleum Corporation Limited, Noida.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs. ----

----- (Rupees-----) as earnest money / security

deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank at New Delhi, undertaking full responsibility to indemnify Bharat Petroleum Corporation Ltd, in case of default. The said ----- have approached us at and their request and in consideration of the premises we ----- having our office at ----- have agreed to give such guarantees 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 Ltd. We shall on demand pay to you in such matter as to you may direct the said amount of Rupees ----- only or such portion thereof not exceeding the said sum as you may from time to 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 powers 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 of 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 respect 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 Rupees ----- our guarantee 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 we shall be relieved and discharged from all liabilities there under.

6. NOT WITHSTANDING anything hereinbefore contained our liability under this Bank Guarantee is restricted to Rupees -----(Rupees -----). This Bank Guarantee shall be valid upto ----- and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.

7. This guarantee is to be returned to us within fifteen (15) days from the date it ceases to be in force. If the guarantee is not returned to us within the date of aforementioned it shall be automatically cancelled.

8. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully

----- Bank

by its Constituted Attorney

Signature of a person duly authorised

to sign on behalf of the bank

ANNEXURE C

PROFORMA OF BANK GUARANTEE

(PERFORMANCE)

(ON NON JUDICIAL PAPER FOR Rs. 100/- VALUE)

To,

BHARAT PETROLEUM CORPORATION LTD.,

Dear Sirs,

In consideration of the Bharat Petroleum Corporation Ltd., (hereinafter called "Company" which expression shall include its successors and assigns) having awarded to M/s. _____ address (hereinafter referred to as " the contractor/consultant " which expression shall wherever the subject or context so permits includes its successors and assigns) a works contract / consultancy services contract in terms interalia, of Company's Agreement / LOI / Letter No. _____ dated _____ (hereinafter referred to as Agreement) and the General / Special Conditions of Contract of Company and upon the conditions of consultant furnishing security for the performance of consultant's obligations and / or discharge of the consultant's obligation and or discharge of the consultant's liability under and / or in connection with the said agreement upto a sum of Rs. _____

(Rupees _____ only) amounting to 10% (ten percent) of the total contract value.

We _____, New Delhi (HEREINAFTER called "THE BANK" which expression shall include its successor and assigns) here jointly and severally undertake the guarantee to pay to Company in Rupees forth with on demand in writing and without protest or demur of any and all moneys anywise payable by the consultant to the Company under, in respect of or in connection with the said consultancy services contract inclusive of all the Company's losses and damages and costs (inclusive between attorney and client), charges and expenses and otherwise payable in respect of the above as specified in any notice of demand made by Company to the Bank with reference to this Guarantee upto and aggregate limit of Rs. _____ only.

And the Bank hereby agrees with Company that :

I. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of Company and liabilities of the consultant arising upto and until midnight of this date (shall be six months from the last date of guarantee period).

ii. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that Company may now or at any time anywise have in relation to the consultant's obligations/liabilities under and/or in connection with the said contract and Company shall have full authority to take raised to or reinforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

iii. The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the consultant's obligations and/or liabilities under or in connection with the said contract and to vary the terms vis-a-vis the consultant's of the said pay contract or to grant time and or indulgence to the consultant or to reduce or to increase or otherwise carry the prices of the total contract value or to release or to forebear form enforcement of all or any of the obligations of the consultant under the said agreement and/ or the remedies of the Company under and other security(ties) now or here after held by Company and no such dealings variations reductions increase or other indulgence or arrangements with the consultant or release or forbearance what so ever shall have the effect of releasing the Bank from its full liability to the Company hereunder or prejudicing rights of the Company against Bank.

iv. This Guarantee/undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the consultant but shall in all respects and for all purpose be binding and operative until payment of all moneys payable to the Company in terms hereof.

v. Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and obligations of the Bank in terms here of shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the consultant (whether or not pending before any Arbitrator, Officer, Tribunal or Court or any denial or liability by the consultant or any other order or communication whatsoever by the consultant or preventing or purporting to stop or prevent any payment by the Bank to Company in terms hereof.

vi. The amount stated in any notice of demand addressed by Company to the Guarantor as liable to be paid to Company by the consultant or as suffered or incurred by Company on account of any losses or damage of costs, charges and or expenses shall be between the Bank and Company be conclusive of the amount to liable to be paid to Company or suffered or incurred by Company as the case may be and payable by the Guarantor to Company in terms hereof.

Notwithstanding anything contained herein above ;

a) Our liability under this guarantee is restricted to Rs.------(Rupees-----).

b) This guarantee shall remain valid till -----.

c) We are liable to pay the guaranteed amount or any part thereof under this

Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----
----- .

(For the purpose of lodging/processing of the claim, the guarantee shall remain valid for a

period of six months from the above date, i.e. till ----- during which period all the rights of Company under this guarantee shall remain valid and the guarantee shall be released and discharged from all liabilities only thereafter)

Yours faithfully,

ANNEXURE D

PROFORMA OF AGREEMENT

(On Non-Judicial paper of Rs.100/- value)

CONTRACT AGREEMENT FOR THE WORK OF -----

-----DATED-----2001

(Two Thousand and One) between M/s.-----

-----in the town of -----

hereinafter called the “Contractor/consultant” (Which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Bharat Petroleum Corporation Limited hereinafter called the “OWNER” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The Owner being desirous of having provided and executed works mentioned, enumerated or referred to in the tender documents including Short Tender Notice, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule for Completion of jobs, Agreed Variations other documents has called for Tender.

B. The contractor/consultant has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface strata, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and material necessary for the execution of the work the means of access to site the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference’s to or with the execution and completion of the work to be carried out under the Contract and has examined and considered all other matters, conditions and things and probable and possible contingencies and generally all matters incidental thereto and ancillary and thereof effecting the execution and completion of the work and which might have influenced him in making his tender.

C. The Notice Inviting Tender, General Conditions of Contract. Special Conditions of Contract, Specification, Drawings, Plans, Time Schedule of jobs, and other documents copies of all which are hereto annexed and marked “A” the letter of submission of tender and Acceptance of Tender and statement of agreement variations with its enclosure, copies of which are also hereto annexed and marked “B” form part of this contract though separately set out herein and or included in the expression “CONTRACT” wherever herein used.

And whereas:

The Owner accepted the Tender of the Contractor/consultant for the Provision and the execution of the said work at the rates stated in the Schedule of Quantities of works and finally approved by Owner (hereinafter called the `Schedule of Rates`) upon the terms and subject to the conditions of contract.

Now this Agreement Witnessed And it is hereby agreed and declared as follows:

In consideration of the payment to be made to the contractor/consultant for the work to be executed by him, the contractor/consultant hereby covenants with the owner that the contractor/consultant shall and with duly provide execute and complete the said works and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

In consideration of the due provision, execution and completion of the said works the Owner does hereby agree with the contractor/consultant that the Owner will pay to the contractor/consultant the respective amounts for the work actually done by him and approved by the Owner at the Scheduled Rates and such other sum payable to the contractor/consultant under provision of Contract, such payments to be made at such time in such manner as provided for in the contract.

AND

In consideration of the due provision, execution and completion of the said works the contractor/consultant does hereby agree to pay such sums as may be due to the Owner for the services rendered by the Owner to the contractor/consultant such as power supply water supply and others as set for in the said contract and such other sums as may become payable to the Owner towards the controlled items of consumables materials or towards loss, damage to the Owner's equipments, materials or towards loss, damage to the Owner's equipments, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It is specifically and distinctly understood and agreed between the Owner and the Contractor/consultant that the contractor/consultant shall have no right title or interest in the site made available by the Owner for the execution of the work or in the buildings, structures or works executed on the said site by the contractor/consultant or in the goods, articles, materials etc. brought on the said site (unless the same specifically belongs to the contractor/consultant and the Contractor/consultant shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the Owner shall have an absolute and unfettered right to take full possession of the site and remove the contractor/consultant, their servants, agents and materials belonging to the contractor/consultant and lying on the site.

The contractor/consultant shall be allowed to enter upon the site for execution of the works only as a licensee simpliciter and shall not have any claim, right, title or interest in the site or the structures erected thereon and the Owner shall be entitled to terminate such licence at any time without assigning reason.

The materials including sand, gravel, stone, loose earth, rock etc. dug up or excavated from the said site shall unless otherwise expressly agreed under this contract, exclusively belong to the Owner and the contractor/consultant shall have no right to claim over the same and such excavations and materials should be disposed off on account of the Owner according to the instructions in writing issued from time to time by the Engineer-in-Charge.

In witness whereof the parties have executed these presents in the day the year first
above written.

Signed and Delivered for and Signed and Delivered for and on behalf of Owner i.e. on behalf of

Bharat Petroleum Corporation Ltd.

Contractor/Consultant

DATE -----

DATE -----

PLACE -----

PLACE -----

In Presence of Two Witnesses

1. -----

1. -----

2. -----

2. -----

ANNEXURE – E

(To be executed on plain paper and applicable for all tenders of value above Rs. 1 crore)

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
..... 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 Organization "Transparency International" (TI). Following TI's national and international experience, 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. Accordingly, the Principal has appointed **Mr. BRAHM DUTT as IEM** with the following address :-

A-1/8 Safdarjung Enclave,

New Delhi - 110 029.

Email - dutt.brahm@gmail.com

Mob. 09871920282

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 process. 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

.....
For the Bidder/Contractor/Supplier

Place

Witness 1.....
(Signature/Name/Address)

Date

Witness 2:
(Signature/Name/Address)