



REQUEST FOR PROPOSAL (RFP)
FOR
SUPPLY OF POWER UNDER OPEN ACCESS TO
BPCL, MUMBAI REFINERY

E-TENDER SYSTEM ID : 42289

CRFQ 1000308141

Tender Calendar Details		
Stage Name	Start Date	End Date And Time
Tender Release	15.06.2018	06.07.2018 (11:00 Hrs IST)
Pre-bid Meeting	26.06.2018 at 10:00 Hrs (IST), Mumbai Refinery	
Pre-qualification bid opening	06.07.2018 (11:30 Hrs IST)	_____
Technical Bid Opening	Will be intimated	_____
Priced Bid Opening	Will be intimated	_____

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1. INTRODUCTION

- 1.1 BPCL Mumbai Refinery located at Mahul, Mumbai, Maharashtra (hereinafter referred to as “**Procurer**”) invites interested Bidders to participate in the Bidding process for selection of successful bidder for procurement of 12 MW power on short/medium term open access either on Bilateral route or Group captive mode as indicated in clause no 2.0 below. The responsibility of the Successful Bidder (hereinafter referred to as “**Seller**”) would be to supply power to the procurer as per the terms and conditions of the RFP documents and Power Purchase Agreement (hereinafter referred to as “**PPA**”).
- 1.2 BPCL-Mumbai refinery power grid is connected with M/s Tata Power grid (hereinafter referred to as “**Discom**”) at 22 KV level via three no feeders namely TEC #1, TEC #2 & TEC # 3. Metering arrangements (three nos.) for Procurer is as follows:-
 - 1.2.1 TEC#1 (Consumer No. 900000799917) & TEC#2 (Consumer No. 900000799918) is at BPCL Refinery end.
 - 1.2.2 TEC#3 (Consumer No. 900000001426) is at Switchyard of M/s Tata Power in Trombay, Chembur.
- 1.3 The selection of bidders will be based on the qualification criteria as mentioned in this RFP and based on the lowest acceptable tariff as per the provisions of this RFP.
- 1.4 The Power Purchase Agreement (for Bilateral as well as Group Captive bidders) and investment Agreement (in case of Group Captive bidder) has to be submitted along with this RFP and other bid documents duly signed as a token of acceptance of this RFP documents. Later on no deviation is acceptable. Investment agreement shall mean the tripartite Investment Agreement to be entered into by Procurer, Seller and Promoters of the Seller Company for the purchase of equity shares of the Seller Company.

2.0 Scope of BPCL Power requirement and procurement

- 2.1 BPCL, Mumbai Refinery, Mahul, Chembur, Mumbai – 400074 require total 12 MW (net) on Round The Clock (hereinafter referred to as “**RTC**”) basis at BPCL Mumbai Refinery end (receiving point), 4 MW each in respect of each of the three 22 KV feeders of BPCL’s Mumbai Refinery. The corresponding power to be made available by the Seller at the Delivery Point. Seller has to bid for minimum 12 MW power on RTC (00:00-24:00) basis with schedule delivery from 1st September, 2018.
- 2.2 The contract/agreement shall be valid for a period from 1st September, 2018 till 31st March 2019. Estimated units of energy to be procured is approx. 61

MUs. The contract /agreement may be extended by BPCL with same Tariff, terms and conditions of agreement, for the period up to 31st March 2020 on mutual consent.

- 2.3 BPCL may increase the requirement of open access power from 12 MW to 24 MW based on the requirement i.e. up to 8 MW on each TEC feeder. The bidder shall take a note of same and bid accordingly.
- 2.4 The PPA shall be signed between the Successful Bidder and Procurer for the Contracted Capacity at the Delivery Point for each feeder. Investment agreement shall be signed between Procurer, Seller and Promoter of the seller company immediately after award of contract.
- 2.5 It will be the responsibility of the Seller to fill on medium term basis (hereinafter referred to as “MTOA”)/ short term open access (hereinafter referred to as “STOA”) applications on behalf of Procurer and to arrange transmission access and open access including obtaining No Objection Certificates and other liaison works with all concerned statutory and non-statutory agencies like distribution companies, load dispatch centers, etc. during the term of the contract. This will include all jobs required to be carried out for providing open access power to Procurer as per the terms of this RFP and PPA. The Seller shall be responsible for scheduling of power at both ends.
- 2.6 The detailed terms and conditions for grant of the contract to the Seller are mentioned in PPA, which also includes the scope of Seller’s services and obligations.
- 2.7 The seller shall be responsible for evacuation of power from the generation source bus bar up to the Delivery Point. The Procurer shall not be responsible for any issue whatsoever, including but not limited to issues related to network constraints, power generation and supply issues at Seller’s end and before the Delivery Point, or any other issue, during the term of the contract.
- 2.8 Seller shall be responsible to supply power to procurer on MTOA basis. Solely on the responsibility of Seller, the seller can supply power under “STOA” till the medium term open access is granted. The Seller has to apply for MTOA as well as STOA immediately on receipt of LOI/ PPA. In case of delay in applying open access as specified in clause no. 2.1, the penal action will be applicable as per terms of PPA.
- 2.9 The Seller shall supply 100% of the Contracted Capacity (i.e. 12 MW total and 4 MW on each feeder) on RTC (00:00 hours to 24:00 hours) basis during the term as specified in this RFP. Non-supply of power at the Delivery Point due to any reason whatsoever shall be on the account of Seller and the Procurer shall be duly compensated as per the terms of the PPA.

- 2.10 The Tariff quoted by Seller shall be basic rate per unit of electricity at Delivery Point (Delivery point means interconnection / metering point of the procurer with Discom as specified in 1.2) and shall be firm for the entire term of contract. The tariff shall include all type of transmission losses, transmission charges, scheduling and operational charges, stamp duties, application fees, additional surcharge, and any other applicable charges, except wheeling charges, CSS (Cross Subsidy Surcharge), RAC (Regulatory Asset Charges, electricity duties, Tax on Sale of Electricity (TOSE) and RPO (Renewable Power Obligation) charges, which shall be borne by BPCL. In case of group captive bidder, after the verification of documents by DISCOM/SLDC/MERC, if it is found that group captive status is not achieved and CSS is applicable than the same will be on account of Bidder.
- 2.11 Seller has to submit within seven days of signing of PPA or issue of LOI by Procurer, whichever is earlier, bank guarantee towards Contract Performance, with proper validity as specified in PPA. If Seller fail to submit BGs towards the contract performance then total equivalent amount will be deducted from their first monthly bill and if full amount is not recovered towards this CPG from 1st monthly bill then the balance amount will be recovered from subsequent monthly bills.
- 2.12 Apart from Contract Performance bank guarantee if the successful bidder is group captive seller then the successful bidder has to submit the bank guarantee towards CSS within seven days of signing of PPA or issue of LOI by Procurer, whichever is earlier. The validity of bank guarantee shall be as specified in PPA. In case of non-submission of bank guarantee the CSS charges equivalent to CSS applicability during that month will be deducted from their monthly bill and amount will be returned after validity of the bank guarantee as specified in PPA.
- 2.13 The group captive seller shall submit a bank guarantee against the estimated CSS cost as per the rate charged by Discom for the period of contract. CSS rate as per June 2018 month to be considered. The validity of such bank guarantee shall be 3 years after the contract period. Bank guarantee can be released if group captive status is approved by DISCOM / MERC before expiry of 3 years. After 3 years if Group Captive status is not approved by DISCOM, the bank guarantee against CSS can be released against an indemnity bond as stated in PPA.
- 2.14 If the contract is extended for one year after Mar 2019, a new bank guarantee against estimated CSS cost for the period of new contract shall be submitted by Seller. The validity of such bank guarantee shall be 3 years after the new contract period. Bank guarantee can be released if group captive status is approved by DISCOM / MERC before expiry of years After 3 years if Group Captive status is not approved by DISCOM / MERC, the bank guarantee against CSS can be released against an indemnity bond as stated in PPA.

3. INFORMATION AND INSTRUCTIONS FOR BIDDERS

3.1 BID QUALIFICATION CRITERIA

The bidders who intend to participate in the tendering process shall meet the following minimum prequalification criteria – technical & commercial and only such bidders shall be pre-qualified for further evaluation.

3.1.1 TECHNICAL CRITERIA :

- I** The Bidder should be a corporate entity duly incorporated under the relevant laws. The Bidder can be an independent power producer, or a captive power producer, or a distribution company or a Category-I Trading Licensee issued by Central Electricity Regulatory Authority (CERC) willing to participate in the bidding process for supply of power to BPCL. For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall ensure that the corporate entity owning the generating unit(s) fulfills the Technical Capacity. The Bidder shall submit documentary evidence regarding the same in its Bid and shall
- a) have the capability to supply the Contract Capacity at Delivery Point on round the clock basis to BPCL from a firm power source.
 - b) own and operate generating unit(s) having an installed capacity equivalent to at least twice the Contract Capacity.
 - c) have fuel supply arrangement or agreement to supply firm power for the entire tenure of contract without any restriction for generation of power and supplying it to BPCL.
 - d) own commissioned capacity and have available capacity to supply at least 12MW at delivery point under this contract. The unit(s) should have declared its Commercial Operating Date (COD) on or before 31st May 2018 and shall provide the document(s) that plant has satisfactorily supplied at least 12MW on round the clock basis for at least 1 year. Performance certificate shall be submitted by bidder to ascertain this capability.
- II** In case the Bidder intends to supply power on medium term basis under group captive model, the Bidder shall ensure that generating unit(s) from which power is identified to be supplied shall either be currently certified as Captive Generating unit(s) by respective State Electricity Regulatory Commission (SERC) or any appropriate authority, wherein the unit(s) is located or Bidder agrees to get the unit certified as Captive Generating unit(s) by respective SERC or the appropriate authority.

- III.** In case the Bidder intends to supply power on medium term basis under bilateral model, the Bidder shall absorb charges in its Tariff as specified in tender documents, applicable time-to-time to BPCL.
- IV.** In case the Bidder is a Trading Licensee and intends to supply power on medium term basis under bilateral model (Trading Licensee is not permitted to supply power under group captive model), the Trading Licensee shall have executed exclusive Power Purchase Agreement pursuant to the RFP documents hereto, and shall provide a copy of the same as part of its Bid, and the Trading Licensee shall absorb charges in its Tariff as specified in tender documents, applicable time-to-time to BPCL.
- V.** In case Bidder is a Group captive and intends to supply power under group captive scheme then the Bidder has to enter a tripartite investment agreement, which will be between BPCL, Seller and Promoters of the Seller Company. The Promoter has to agree to transfer the Equity Shares of the Seller at face value to BPCL. The Promoter has to provide a Bank Guarantee (*as per Annexure attached in RFQ*) to BPCL, for a value equal to the Purchase Price of equity, and valid up to three months after completion of term of the PPA, as a security against the purchase of Equity Shares by BPCL.
- VI.** The Bidder shall give undertaking as per format given in tender documents for not to submit any other bid, on the basis of the same generation source and quantum of power from such source as mentioned in its Bid, in any bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier subject to a maximum period of one hundred and twenty (120) days from the Bid Deadline. If the Bidder is a Trading Licensee, it shall give undertaking as per format given in tender documents for not to submit any other bid, on the basis of the exclusive power purchase agreement submitted along with its Bid for the same quantum of power and generation source specified therein, in any bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier subject to a maximum of period of one hundred and twenty (120) days from the Bid Deadline.
- VII.** The Bidder should be in a position to operationalize the contract by actual injection of power by 1st September 2018.
- VIII.** During the term of the contract, BPCL may increase Contract Capacity up to 24 MW at Delivery Point on round-the-clock basis, subject to capacity available with the Seller, and provisions under open access regulations, Seller shall revise the Contract Capacity up to 24 MW at same Tariff and terms of agreement entered into between BPCL and Seller.
- IX.** Offer of any bidder on whom the order was placed and who has failed to supply power for more than 15 days on continuous basis due to any reason under open access contract to BPCL group of companies during last two calendar year i.e. 2016 & 2017, will not be considered.

3.1.2 FINANCIAL CRITERIA

I NETWORTH

The Bidder shall have a minimum positive Net Worth (the “Financial Capacity”) equivalent to Rs. 1.5 Cr (Rupees One Crore Fifty Lacs only) per MW of Contracted Capacity i.e. 12 MW , equating to Rs. 18 Cr (Rupees Eighteen Crores only) in each of the last three financial years preceding the Bid Deadline. In case the Bidder is a trading licensee, the Financial Capacity may be either fulfilled jointly or severally by the trading licensee and power producer.

“**Net Worth**” shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, intangible assets, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Net worth shall be computed in the following manner by the Bidder:

Net worth =	Paid up share capital
Add:	Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses

II Average annual turnover of the bidder during preceding three financial years shall not be less than;

a. Rs. 735 lakhs, if bidder is bidding under Group captive mode.

OR

b. Rs. 995 lakhs, if bidder is bidding under Bilateral mode.

3.2 General

3.2.1 No Bidder shall submit more than one Bid in the same bidding process from the same generation source.

3.2.2 The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA. Failure to comply

with the aforesaid provisions shall make the Bid liable for rejection at any stage.

3.2.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft PPA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the PPA.

3.2.4 The draft PPA provided by Procurer as part of the Bidding Documents shall be deemed to be part of this RFP and shall be basis for PPA to be executed out of this RFP.

3.2.5 NOTE TO BIDDERS

- Bidder should ensure submission of complete information/ documents in the first instance itself. Qualification may be completed based on the details so furnished without seeking any subsequent additional information.
- Bidder shall submit all relevant documents of their proven track records and satisfactory performance by giving detailed reference (email address/ contact details) of end user(s). Owner shall have the right to obtain feedback directly from any or all end user(s) about performance of the bidder.
- The Bidder shall not be on the Holiday List of BPCL/ MOP&NG/any other Oil PSEs and shall submit the declaration for the same.

Other documents to be submitted:

- Company profile indicating organization structure of bidding entity.
- Audited Profit & Loss Account, Balance Sheets/Statement of Assets & Liabilities etc. for the immediately preceding three financial years. Further, for bidders who have not finalized their books of account for the financial year 2017-18, evaluation of these criteria would be done for the latest three financial years ending 2016-17 for which books of account have been finalized and audited.
- Bidder to submit all relevant documents of their proven track records and satisfactory performance by giving detailed reference.
- Health, Safety and Environment Management Policy (HSE) policy.
- Declaration of holiday listing in enclosed format (**Ann. 1**)

- Submission of documents as called for in the PQ criteria to be approved by Third party inspection Agency (TPIA) (**Ann. 2**).
- Integrity Pact (**Ann. 3**).

3.3 EARNEST MONEY DEPOSIT/BID BOND

3.3.1 Each bid submitted by the bidder shall be submitted along with a Earnest Money Deposit (EMD)/Bid Bond. The bid bond format is attached as format A7. Any bid without bid bond will not be considered for further processing / evaluation and will be rejected. If there is a case where power is offered by bidder from more than one generation source then separate bid bond shall be submitted for each source. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.

3.3.2 The Bid Bond, may be invoked by the Procurer without any notice, demure, or any other legal process upon occurrence of any of the following:

3.3.2.1 Failure to furnish the Contract Performance Guarantee as per Clause 3.15; or

3.3.2.2 Failure to execute the RFP Documents; or

3.3.2.3 Bidder submitting any wrong information or making any misrepresentation in Bid as mentioned in Clause 3.11;

3.3.2.4 Bidder withdraw his Bid within its validity

3.3.3 The Bid Bonds of all Bidders, whose Bids are declared non-responsive, shall be returned and released by the Procurer within thirty (30) days after the date on which the Financial Bids are opened.

3.3.4 The Bid Bonds of all unsuccessful Bidders shall be returned and released by the Procurer within a period of thirty (30) days of the occurrence of the earlier of the following:

3.3.4.1 submission of the Contract Performance Guarantee as per Clause 3.15 of the RFP and the execution of the RFP Documents (as applicable) by the Successful Bidder; or

3.3.4.2 Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders;

3.3.4.3 In case of occurrence of the termination/cancellation of Bid process by the Procurer, the Bid Bonds of all Bidders shall be returned and released by the Procurer within a period of thirty (30) days.

3.3.4.4 The Bid Bond of the Successful Bidder(s) shall be returned on submission of Contract Performance Guarantee as per Clause 3.15 of the RFP. In case the bidder is not able to submit the CPG as per clause of RFP, the bid bond will be invoked.

3.4 Timelines

Seller has to maintain the below timelines after the release of LOI by procurer.

- 3.5.1 Submission of Bank Guarantees against Contract Performance Guarantee and against CSS (for successful Group Captive bidder only) within 7 days after LOI.
- 3.5.2 Signing of Power Purchase Agreement and Investment Agreement (for Group Captive Bidder) within 2 days after submission of BGs as stated in clause 2.11, 2.12 and 3.16
- 3.5.3 In case of Group captive bid, Seller to complete equity purchase process and revision of Equity Holding Certificate duly certified by CA within 7 days after signing of PPA and IA as applicable along with CA certified Equity Holding Certificate and Share certificates.
- 3.5.4 Submission of online STOA / MTOA application to DISCOM & SLDC for supply of open access power to Procurer shall be submitted by Seller before 10th of the next month if LOI is issued before 15th of the month. For example if LOI is issued on 13th June 2018 then Seller shall submit the STOA / MTOA application before 10th July 2018 for taking open access power from 1st Aug 2018. Thus all the activities shall be completed accordingly to meet the timelines.

3.5 Cost of Bidding

- 3.5.1 Bidders shall note that the Bidders shall be responsible for all of the costs associated with the bidding process like preparation of their Bids, participation in the bid process etc. In no case, BPCL will be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 3.5.2 Bidders are required to familiarize themselves about the information and other conditions for supplying power to BPCL like transmission & distribution systems, transmission & distribution capacity, location or any other relevant information / matter before submitting the bids.
- 3.5.3 It shall be deemed that by submitting a Bid, the Bidder has:
 - 3.5.3.1 made a complete and careful examination of the Bidding Documents;
 - 3.5.3.2 received all relevant information requested from the BPCL;
 - 3.5.3.3 accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the BPCL relating to any of the matters referred to in Clause 3.6.1 above;
 - 3.5.3.4 satisfied itself about all matters, things and information including matters referred to in Clause 3.6.1 hereinabove necessary and

required for submitting an informed Bid, execution of the contract in accordance with the Bidding Documents and performance of all of its obligations thereunder.

3.5.3.5 acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 3.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the BPCL, or a ground for termination of the PPA by the Seller;

3.5.3.6 acknowledged that it does not have a conflict of interest; and

3.5.3.7 agreed to be bound by the undertakings provided by it under and in terms hereof

3.5.3.8 BPCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by BPCL.

3.5.3.9 All stamp duties payable for executing the RFP Documents shall be borne by the Successful Bidder.

3.6 Verification and Disqualification

3.6.1 BPCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by BPCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by BPCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of BPCL thereunder.

3.6.2 BPCL have the right to reject any Bid and appropriate the Bid Bond if:

3.6.2.1 at any time, a material misrepresentation is made or uncovered,
or

3.6.2.2 the Bidder does not provide, within the time specified by BPCL, the supplemental information sought by BPCL for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then BPCL reserves the right to take any such measure as may be deemed fit in the sole discretion of

BPCL, including annulment of the Bidding Process and blacklisting of such bidder.

3.6.3 In case it is found during the evaluation or at any time before signing of the PPA or after its execution and during the period of subsistence thereof, including the Contract thereby granted by BPCL, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Seller either by issue of the LOI or entering into of the PPA, and if the Selected Bidder has already been issued the LOI or has entered into the PPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by BPCL to the Selected Bidder or the Seller, as the case may be, without BPCL being liable in any manner whatsoever to the Selected Bidder or Seller. In such an event, BPCL shall be entitled to forfeit and appropriate the Bid Bond or Contract Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to BPCL under the Bidding Documents and/or the PPA, or otherwise.

3.7 Clarifications and Pre-bid Meeting

3.7.1 The bidder, in case of any requirement, may seek clarifications on RFP or PPA or Investment agreement (if applicable) by email or writing a letter. Bidder can also suggest amendments to these documents by email or writing a letter. The Procurer will not enter into any correspondence with the Bidders, except to furnish clarifications on the RFP and RFP Documents, if necessary. For the avoidance of any doubt, it is hereby clarified that there shall be no extension in the Bid Deadline on account of clarifications sought in accordance with this Clause 3.8.1.

3.7.2 The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting at Mumbai Refinery, as mentioned in the tender document.

3.7.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders as per the provisions of Clause 3.8.1.

3.7.4 The Procurer is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.

3.8 Submission of Bids

3.8.1 The Bids shall be submitted online on BPCL E-tendering portal (<https://bpcleproc.in>)

3.8.2 Bid Formats

The Bid in response to this RFP shall be submitted by the Bidders online in the manner provided in Clause 3.9. The Bid shall comprise of the following:

3.8.2.1 Envelope I & II – Pre-Qualification and Techno-commercial Bid comprising of:

- i.** Scanned Copy of the Bid Bond as prescribed in Clause 3.4.
- ii.** Covering Letter as per prescribed Format A1.
- iii.** Scanned Copy of the Power of Attorney issued by the Bidder in favor of the authorized person signing the Bid, in the form attached hereto as Format A2;
- iv.** Bidder Information Sheet as per the prescribed Format A3;
- v.** Scanned Copy of the Certificate(s) from statutory auditors of the Bidder specifying the Net Worth of the Bidder as per the prescribed Format A4, as at the closed of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 3.2.1;
- vi.** For independent power producers:
 - a. Relevant documentary evidence to be submitted as proof for COD of unit and that plant has satisfactorily supplied at least 12MW on round the clock basis for at least 1 (one) year
 - b. Copy of Fuel Supply Agreement/Arrangement confirming there are no restriction to supply of fuel for generation of power and supplying it to BPCL, or an undertaking (Format A8) for supply of uninterrupted fuel supply to meet its obligations under the agreement.
- vii.** For captive power producers:
 - a. Statement/Report from Chartered Accountant declaring the current shareholding pattern in the identified generating unit(s) and its compliance to rule no. 3(1)(a)(i & ii) and/or 3(1)(b) of Electricity Rule 2005 read in conjunction with Section 9 of The Electricity Act 2003.
 - b. Certificate/Proof of being CPP's for the unit(s) as per Electricity Rule 2005 and The Electricity Act 2003.
 - c. Relevant documentary evidence as proof of COD of unit and that plant has satisfactorily supplied at least 12MW on round the clock basis for at least 1 (one) year
 - d. Copy of Fuel Supply Agreement/Arrangement confirming there are no restriction to supply of fuel for generation of power and supplying it to BPCL, or an undertaking (Format A8) for supply of uninterrupted fuel supply to meet its

- obligations under the agreement
- e. Details of shareholding as per Format A6;
 - f. Certificate from Discom / MERC or any such authority wherein the plant has been certified as group captive for the year 2017-18. If such certificate is not obtained till date than proof of documents submitted for such certification and certificate for earlier year 2016-17 shall be submitted.
- viii.** For distribution company: Certificate/Relevant documentary evidence issued from respective regulatory body.
- ix.** For trading licensees:
- a. Valid Category-I Trading License issued by CERC as proof of legal trader
 - b. Copy of exclusive Power Purchase Agreement duly executed with an eligible corporate entity and following documentary evidence from the respective entity,
 - Copy of documentary evidence as proof of COD of unit and that plant has satisfactorily supplied at least 12MW on round the clock basis for at least 1 (one) year
 - Copy of Fuel Supply Agreement/Arrangement from power producer confirming there are no restriction to supply of fuel for generation of power and supplying it to BPCL, or an undertaking (Format A8) from power producer for supply of uninterrupted fuel supply to meet its obligations under the agreement
- x.** Initialed RFP Documents;
- xi.** **Do not indicate prices in this envelope.**

3.8.2.2 Envelope III – Priced Bid

The Bidder shall inter-alia take into account the following while preparing and submitting the Financial Bid online.

- i. The Bidder shall submit their Tariff at the Delivery Point;
- ii. The Tariff quoted by Seller shall be basic rate per unit of electricity at Delivery Point as written in clause 2.10 for the entire term of contract. The tariff shall include all type of transmission losses, transmission charges, scheduling and operational-charges, stamp duties, application fees, additional surcharge, and any other applicable charges, except wheeling charges, CSS (Cross Subsidy Surcharge), RAC (Regulatory Asset Charges, electricity duties, Tax on Sale of Electricity (TOSE) and RPO (Renewable Power Obligation) charges, which shall be borne by the Procurer itself. In case of group captive seller, after the verification of documents by DISCOM/SLDC/MERC, if it is found that group captive state is not achieved and CSS is applicable than the same will be on account of Seller.

3.8.3 Submission of Bids

3.8.3.1 Bids shall be submitted, online, in three envelopes through single stage e-tendering.

3.8.3.2 Original/Hard Copy Submission of Bid Documents

Following documents of the Bid shall be submitted in original/ hard copies. These documents shall be submitted to BPCL on or before **06.07.2018** at the address/tender drop box specified herein in the RFP

- Bid Bond;
- Power of Attorney issued by the Bidder in favor of the authorized person signing the Bid, in the prescribed format attached hereto;
- Integrity Pact in the prescribed format in RFP;
- Initialed PPA and Investment Agreement (if applicable).

All the documents, as mentioned above, should be kept in an envelope, properly sealed and appropriately marked as *“Documents for Bid for selection of Seller for procurement of power on Medium Term Basis” to BPCL, Mumbai Refinery, Tender No ----- Date of submission: -----*

The above mentioned envelope should be submitted to BPCL, at the below mentioned address, by the Bidders either through registered post/ speed post/ courier/ hand delivery.

**CPO (Head),
Administration Building, North Block, 1st Floor,
Mumbai Refinery,
Bharat Petroleum Corp Ltd,
Mahul, Chembur,
Mumbai – 400 074.**

3.8.3.3 It may be noted that Envelope I & II (Pre-qualification and Techno-commercial Bid) shall not contain any information/document relating to Priced Bid. If Non-Financial Bid contains any such information / documents, the bid will be rejected.

3.8.3.4 All pages of the Bid, except for the Bid Bond, and any other document executed on non-judicial stamp paper, forming part of the Bid must be signed by the authorized signatory on behalf of the Bidder. Any corrections in the bid shall also be signed by the authorized signatory. The same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.

3.8.3.5 No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by the Procurer as per Clause 3.6.1;

Provided that a Bidder shall always have the right to withdraw or modify its Bid before the Bid Deadline. The withdrawn bids before the bid deadline will not be opened.

3.9 Amendment of RFP

3.9.1 The Procurer, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may amend the RFP, including the timelines specified in Clause 3.5 by issuance of addendum / modification / errata and / or a revised document. Such document shall be made available on the website as mentioned above. The Procurer shall not be responsible for any delay in receipt of the addendum / modification / errata and / or revised document and receipt of the same by the Bidders shall be presumed by the Procurer upon taking all reasonable steps to notify the Bidders in accordance with the means mentioned in the preceding sentence. In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, the Procurer may, at its discretion, extend the Bid Deadline. Late receipt of any addendum / modification / errata and / or revised document will not relieve the Bidder from being bound by that modification or the Bid Deadline.

3.10 Commencement of Supply of Power to Procurer

The Seller shall at all times be responsible, at its own cost and risk for the commencement of supply of power to the Procurer as per the terms of the RFP / LOI / PPA.

3.11 The Bidder should note that:

3.11.1 Bidder shall submit all the information / details in the specified formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

3.11.2 If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, the Procurer reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.

3.11.3 If for any reason the Bid of any Successful Bidder is rejected or Letter of Intent issued to such Successful Bidder is cancelled, the Procurer may annul the bid process or take any such measure as may be deemed fit in the sole discretion of the Procurer.

3.11.4 Bid submitted by the Bidders, within the Bid Deadline, shall become the property of the Procurer and shall not be returned to the Bidders;

3.11.5 Language of the Bid shall be English only;

- 3.11.6** The Procurer may, at its sole discretion, ask for additional information/document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid.
- 3.11.7** Non submission and / or submission of incomplete data / information required under the provisions of the RFP shall not be construed as waiver on the part of the Procurer of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.
- 3.11.8** The Procurer may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary.
- 3.11.9** The Bidders shall satisfy themselves, on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to the Procurer at the address provided in the notification to this RFP immediately. If no intimation is received from any Bidder within seven (7) days from the date of issue of this RFP or from the date on which it was published it shall be considered that the issued document, complete in all respects, has been received by the Bidder.

3.12 Bidder to inform itself fully

- 3.12.1** The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.
- 3.12.2** The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in India. The Procurer shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.
- 3.12.3** The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents required for the supply of power to Procurer. The Procurer shall have no liability to obtain any of the Consents required for supply of power.

3.13 Due Dates

The Bidders should submit the Bids online by the due date and time mentioned in the E-tendering portal.

3.14 Validity of the Bid

3.14.1 The Bidder shall submit the Bid which shall remain valid up to one hundred and twenty (120) days after the Tender Due Date / Extended Due Date / Bid Deadline (“**Bid Validity**”). The Procurer reserves the right to reject any Bid which does not meet the aforementioned validity requirement.

3.14.2 The Procurer may solicit the Bidders’ consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by the Procurer, the Procurer shall be entitled to invoke the Bid Bond. A Bidder accepting the Procurer request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by the Procurer and further undertake not to participate in any bid process as per Clause VI within seven (7) days of such request, failing which the Bid shall not be considered as valid.

3.15 Contract Performance Guarantee (CPG)

3.15.1 Within seven (7) days of issue of Letter of Intent, the Successful Bidder shall provide the Contract Performance Guarantee as per the PPA. The Contract Performance Guarantee shall be valid for Contract Period plus three (3) months. The Contract Performance Guarantee shall be issued by any of the banks listed in Schedule 7 of PPA. In case if the contract is extended by one more year after Mar 2019, then new CPG shall be submitted for extended contract based on the estimated quantities of the energy to be purchased. This new CPG for extended period shall be valid for new contract period plus three (3) months.

3.15.2 Non submission of the CPG by the Successful Bidder(s) as per the provisions of Clause 3.16 may lead to the invocation of the Bid Bond, cancellation of the Letter of Intent of such Bidder(s), and thereafter, the provisions of Clause 3.12.3 shall be applicable.

3.16 Right to withdraw the RFP and to reject any Bid

This RFP may be withdrawn or cancelled by the Procurer at any time without assigning any reasons thereof. The Procurer further reserves the right, at its discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

3.17 Enquiries

Written clarifications on the RFP and RFP Documents as per Clause 3.8 may be sought from:

**CPO (Head),
Administration Building, North Block, 1st Floor,
Mumbai Refinery,
Bharat Petroleum Corp Ltd,
Mahul, Chembur,
Mumbai – 400 074.**

3.18 The Procurer reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RFP and make its own judgment regarding the interpretation of the same. In this regard the Procurer shall have no liability towards any Bidder and no Bidder shall have any recourse to the Procurer with respect to the selection process. The Procurer shall evaluate the Bids using the evaluation process specified in Section 4, at its sole discretion. The Procurer's decision in this regard shall be final and binding on the Bidders.

3.19 Confidentiality

The parties undertake to hold in confidence this RFP and RFP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- c) disclosures required under applicable Law, without the prior written consent of the other parties of the concerned agreements.

Provided that the Successful Bidder agrees and acknowledges that the Procurer may at any time, disclose the terms and conditions of the RFP and RFP Documents to any person, to the extent stipulated under the applicable Law;

4. EVALUATION CRITERIA

Opening of Bids

4.1 Pre-Qualification bids shall be opened first and evaluated based the Pre-Qualification criteria of Technical & commercial bid.

4.2 Based on Pre-Qualification evaluation, techno commercial bids of pre-qualified bidders only shall be opened.

4.3 Based on Techno commercial evaluation, price bids of qualified bidders shall be opened.

4.4 Tests of Responsiveness

4.4.1 The Non-Financial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Subject to Clause 3.12.5, any of the following may cause the Bid to be considered “Non-responsive”, at the sole discretion of Procurer:

- Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney, documentary evidence as per Clause 3.9.2, Bidder undertaking, valid Bid Bond;
- Bid not signed by authorized signatory and / or not stamped in the manner indicated in this RFP;
- Material inconsistencies in the information / documents submitted by the Bidder, affecting the Qualification Requirements;
- Information not submitted in the formats specified in this RFP;
- A Bidder submitting more than one Bid
- Bid validity being less than that required as per Clause 3.14 of this RFP;
- Bid being conditional in nature;
- Bid not received by the Bid Deadline;
- Bid having Conflict of Interest;
- Bidder delaying in submission of additional information or clarifications sought by Procurer as applicable;

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder’s fulfillment of Qualification Requirement is taken up.

4.5 Evaluation of Bidder’s fulfillment of Qualification Requirements

4.5.1 Evaluation of Bidder’s Qualification will be carried out based on the information furnished by the Bidder as per the RFP and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause 3.1. Non-availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the Bid to be non-responsive.

4.5.2 BPCL's decision on compliance of Qualification Requirements shall be final.

4.6 Evaluation of Priced Bid

- A. Priced Bid of the Qualified Bidders shall be opened on date that shall be intimated by BPCL to the Bidders only through email.
- B. The Priced Bids received shall be studied in detail and a comparative statement of substantially responsive bids shall be prepared. The Bidders shall be evaluated based on the actual per unit landed rate at the Delivery Point, as detailed below.

Calculation of landed rate per kWh at Delivery Point for the Bidder supplying power under bilateral model:

$(\text{Tariff} * 61 \text{ MUs}) / 61 \text{ MUs} + \text{CSS rate applicable during June 2018}$

Calculation of landed rate per kWh at Delivery Point for the bidder supplying power under group captive model:

$\{(\text{Tariff} * 61 \text{ MUs}) + (\text{Equity to be invested by BPCL} * \text{cost of equity})\} / 61 \text{ MUs}$

Cost of equity shall be as per SBI MCLR rate of approx. 8.5%.

Note:

- Expected units to be consumed by BPCL under OA has been computed as $\{(12\text{MW} * 1000\text{KW} * 24\text{hrs} * 212 \text{ days}) / (10^6)\} = \sim 61$ MUs (considering supply of power from 1st September 2018 till 31st Mar 2019).
- Loading of CSS component will be done on Bilateral mode seller to bring the rates at par with Group Captive supplier.

4.6.1 Based on the comparative statement drawn for actual per unit landed rate, L1, L2, L3 shall be determined and quoted Tariff shall be ranked from the lowest to the highest.

4.6.2 The Bidder with the lowest quoted Tariff shall be declared as the Successful Bidder.

4.6.3 In case if lowest quoted Tariff is offered by two bidders, BPCL shall reserve to itself the right of awarding the contract to Bidder(s).

4.6.4 The Letter of Intent shall be issued to Successful Bidder selected as

per the provisions of this Clause 4.4.

- 4.6.5** Each Successful Bidder shall unconditionally accept the LOI, and record on one (1) copy of the LOI, “Accepted Unconditionally”, under the signature of the authorized signatory of the Successful Bidder and return such copy to the Procurer within seven (7) days of issue of LOI.
- 4.6.6** The Procurer, in its own discretion, has the right to reject all Bids if the quoted Tariff are not aligned to the prevailing market prices.

5. DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Documents.

"Act" shall mean the Electricity Act, 2003, and include any modifications, amendments and substitution from time to time;

"Agreement" shall mean the Power Purchase Agreement (PPA), executed by and between BPCL and Seller;

"Appropriate Commission" shall mean the Maharashtra Electricity Regulatory Commission or Central Electricity Regulatory Commission as may be applicable as per Electricity Act 2003;

"Bid" shall mean the Non-Financial Bid and the Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof.

"Bidder" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns, as the context may require";

"Bidding Company" shall refer to corporate entity that has submitted the Bid in accordance with the provisions of this RFP;

"Bid Bond" shall mean the unconditional and irrevocable Bank Guarantee to be submitted along with the Bid by the Bidder under Clause 3.3 of this RFP, as per prescribed Format 4.7;

"Bid Deadline" shall mean the last date and time for submission of Bid in response to this RFP as specified in Clause 0 of this RFP;

"BPCL" shall mean Mumbai refinery of Bharat Petroleum Corporation Limited having its Registered Office at Bharat Bhavan, 4 and 6 Currimbhoy Road, Ballard Estate, Mumbai - 400001 and its Mumbai Refinery located at Mahul, Chembur, Mumbai - 400074, and shall be used interchangeably for Procurer in the context and relevance of this RFP;

"CERC" shall mean the Central Electricity Regulatory Commission of India constituted under sub – section (1) of Section-76 of the Electricity Act, 2003 or its successors;

"Consents" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, NOC, concessions, concurrence or consent required to be obtained under Applicable Law for the purpose of delivering the Contracted Capacity at the Delivery Point under Open Access;

"Contracted Capacity" shall mean the power (in MW) contracted between the Seller and the Procurer at the Delivery Point defined in this RFP;

“Contract Performance Guarantee (CPG)” shall have the meaning as ascribed to herein in this RFP;

“Cross Subsidy Surcharge (CSS)” shall mean such surcharge levied on a consumer availing Open Access as may be determined or notified by the Appropriate Commission from time to time;

“CTU” or “Central Transmission Utility” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003;

“Delivery Point” shall mean the interconnection/metering point of the Procurer (i.e. BPCL’s Mumbai Refinery) with Discom interface operating at 22 kV voltage level in Maharashtra. It is clarified that meters for BPCL TEC #1 and #2 are at BPCL Refinery end (at 22KV), and TEC#3 is at Tata Trombay switchyard end (at 110KV) ;

“Discom” shall mean the power distribution company in the area of the Procurer which is presently Tata Power Company Limited (TPC-D) and includes its successors, executors and permitted assigns as the context may require;

“Effective Date” shall mean the date from which the PPA becomes effective;

“Electricity Act 2003” shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

“Financial Bid” shall mean the Tariff quoted at Delivery Point submitted online by the Bidder as per Clause 3.8.2 (II).

“Generating Unit” shall mean any of the generating units of the power plant of the Seller, specified as generation source by Bidder in its Bid;

“Grid Code” / “IEGC” or “State Grid Code” shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

“Investment Agreement” shall mean the tripartite Investment Agreement to be entered into by Procurer, Seller and Promoters of the Seller Company, only if applicable;

“Law” shall have the same meaning as ascribed thereto in the PPA;

“Letter of Intent” or “LOI” shall mean the letter to be issued by the Procurer to the Successful Bidder for supply of Contracted Capacity at Delivery Point in accordance with this RFP;

“MTOA” shall mean the Medium Term Open Access for any period exceeding three months but not exceeding three years;

“**NOC**” shall mean the No Objection Certificate/ Open Access permission/ Concurrence/ Approval issued by the concerned Distribution Licensee/ SLDC/ Transco/ any other relevant authority as may be applicable from time to time;

“**Non-Financial Bid**” shall mean the documents as specified in Clause 3.8.2 (I) of the RFP;

“**Open Access**” shall mean Open Access as defined in the Electricity Act 2003 and as may be amended from time to time;

“**Parent Company**” shall mean a company that holds at least twenty six percent (26%) of the paid - up equity capital directly or indirectly in the Bidding Company;

“**Party**” shall mean either Seller or Procurer individually;

“**Parties**” shall mean Seller and Procurer collectively;

“**PPA**” shall mean the Power Purchase Agreement to be entered into between BPCL and the Seller, a draft of which is attached hereto including all its schedules, annexure and all amendments or modifications;

“**Procurer**” shall mean the Bharat Petroleum Corporation Limited (BPCL) Refinery at Mahul, Chembur, which is carrying out this bidding process for selection of the Successful Bidder;

“**Qualification Requirements**” shall mean the qualification requirements as set forth in Clause 3.1 of this RFP;

“**Qualified Bidder(s)**” shall mean the Bidder(s) who, after evaluation of their Non-Financial Bid stand qualified for opening and evaluation of their Financial Bid;

“**REA**” shall have the same meaning as specified in Grid Code and issued by the relevant RPC secretariat or other appropriate agency for each week and for each month, including the revisions and amendments thereof;

“**Regulations**” shall include the regulations and their amendments made or issued under Electricity Act 2003 and will also include but not limited to the Regulation made or issued by the Electricity Regulatory Commission and any circulars, directives, clarifications, policy matters issued by the Distribution Licensee, Transmission Licensee and SLDC relating to sale of electricity by the Seller to the Procurer under Open Access;

“**RFP**” shall mean this Request for Proposal along with all formats and RFP Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

“**RPC**” means the Regional Power Committees set up by the Government of India under Section 55(2) of the Act for the Northern Region, Western Region, Southern Region, Eastern Region and North-eastern Region;

“RTC” means Round the Clock i.e. from 00:00 Hrs to 24:00 Hrs

“Seller” shall mean the Successful Bidder who execute the PPA with BPCL and shall be responsible for supplying power at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

“SERC” shall mean the State Electricity Regulatory Commission constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under sub-section (1) of Section 83 of the Electricity Act 2003;

“STOA” shall mean the Short Term Open Access for any period not exceeding one month;

“STU” or **“State Transmission Utility”** shall mean the Board or the government company specified as such by the State Government under sub-section (1) of Section 39 of the Act;

“Successful Bidder” shall mean the Bidder selected by the Procurer pursuant to this RFP for supply of power as per the terms of the RFP Documents, and to whom a Letter of Intent has been issued;

“Tariff” quoted by Bidder shall be basic rate per unit of electricity at Delivery Point as written in clause 2.10 of tender document and shall be firm for the entire term of contract. The tariff shall include all type of transmission losses, transmission charges, scheduling and operational charges, stamp duties, application fees, additional surcharge, and any other applicable charges, except wheeling charges, CSS (Cross Subsidy Surcharge), RAC (Regulatory Asset Charges, electricity duties, Tax on Sale of Electricity (TOSE) and RPO (Renewable Power Obligation) charges, which shall be borne by BPCL. In case of group captive bidder, after the verification of documents by DISCOM/SLDC/MERC, if it is found that group captive status is not achieved and CSS is applicable than the same will be on account of Bidder.

“Trading Licensee” shall mean the Bidder which is an Electricity Trader possessing Category-I Trading License issued by appropriate Commission and submits its Bid on the basis of an exclusive power purchase agreement executed with the generating entity from where the power is proposed to be supplied by the Bidder;

6. Formats

Format A1 for Covering Letter

COVERING LETTER FOR BID SUBMISSION

(The covering letter should be on the Letter Head of the Bidder)

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.:

Fax:

E-mail address#

To;

< ----- >

Sub: Bid for Supplying power through Medium Term Open Access to BPCL's Mumbai Refinery

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the RFP as mentioned in subject above and hereby submit our Bid.

1. We give our unconditional acceptance to the RFP, dated [Insert date in dd/mm/yyyy] and RFP Documents attached thereto, issued by the Procurer, as amended. As token of our acceptance to the RFP Documents, the same have been initialed by us and enclosed to the Bid.

2. We have submitted our Financial Bid strictly as per prescribed format of this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

3. **Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by the Procurer in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to supply of power under Open Access at Delivery Point.

4. **Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Documents in the event of our selection as Successful Bidder. We further undertake

and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

5. Contact Person

Details of the contact person are furnished in the Bidder Information Sheet as prescribed at Format 4.3.

6. Bid enclosures

We are enclosing herewith the required documents as sought in the RFP along with the Financial Bid.

7. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from the Procurer.
8. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
9. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one twenty (120) days from the date of submission of the Bid.
10. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in any of the provisions of this RFP.
11. We confirm that no order / ruling has been passed by an Appropriate Commission or a competent court against us or any of our Affiliates in the preceding three (3) years from the Bid Deadline for breach of any contract for supply of power.

Dated the _____ day of _____, 20...

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney / Board Resolution

Format A2 for Power of Attorney

Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for supply of power through Open Access for meeting the requirements of the Procurer in the country of India in response to the RFP dated..... issued by Procurer, including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Procurer may require us to submit. The aforesaid Attorney is further authorized for making representations to the Procurer, and providing information / responses to Procurer, representing us in all matters before Procurer, and generally dealing with Procurer in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us. All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named
..... **[Insert the name of the executant Company]**

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution
Common seal of has been affixed in my/our presence pursuant to
Board of Director's Resolution dated.....

WITNESS

1.
(Signature)

Name
Designation.....

2.
(Signature)

Name
Designation.....

Format A3 for Bidder Information Sheet

Bidder Information Sheet

Bidder:

- 1) Name of Bidder:
- 2) Country of Incorporation:
- 3) Corporate Identification Number (CIN):
- 4) Indicate relationship with any of our Directors.
- 5) Address of Incorporation Headquarters and its branch offices, if any:
- 6) Date of Incorporation and/or commencement of business:
- 7) Please provide the following documents:
 - i) Copy of the Memorandum and Articles of Association and certificate of incorporation, certified by the company secretary of the Bidding Company
 - ii) Audited Annual Report of last 3 (three) preceding years
- 8) Brief description of the Company including details of its main lines of business:
- 9) Details of individual(s) who will serve as the point of contact/communication for the Bid:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone and Mobile Number:
 - f) Email Address:
 - g) Fax Number:
- 10) Particulars of the Authorized Signatory of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone and Mobile Number:
 - f) Email Address:
 - g) Fax Number:

Generation Source

- 11) Plant Location (specify place, district and state):
- 12) Existing No. of Units and installed capacity of each Unit (in MW):
- 13) (For CPP) Generating Units from which power is intended to be supplied under group captive model:
- 14) Quantum of power contracted with other purchasers, if any (in MW):
- 15) Details of surplus capacity (in MW):
- 16) Source of Fuel and Status of assured supply of Fuel:
- 17) Project Cost:
- 18) COD of Project/Unit:
- 19) Equity shareholding (with period during which equity was held):

.....

Name & signature of the Authorized Signatory:

Designation:

Date:

Place:

Format A4 for Net Worth

Net Worth of the Bidder

This is to certify that the Net Worth of, having its Registered Office at, as per the audited Annual Accounts is as below:

	(Rs. in Crores)
Particulars	FY
Paid up share capital	
Add: Reserves	
Subtract: Revaluation Reserves	
Subtract: Intangible Assets	
Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses	
Total	

This Certificate is issued on the specific request by the Company for submission to Bharat Petroleum Corporation Limited (BPCL) as (Insert the name of Bidder) is submitting its application under the RFP for supply of 12MW power on medium term basis to BPCL.

For
Chartered Accountants
Firm Registration No.

Date:

Place:

Format A5 for Bidder Undertaking

Bidder's Undertaking

[On the Letter Head of the Bidding Company]

Dated:

To,
[The ***,

***]

Sub: Bidders' Undertakings for Bid for supply of power to Procurers in response to the RFP dated [Insert date]

Dear Sir;

We give our unconditional acceptance to the RFP and RFP Documents issued by Procurer as a part of the RFP dated [Insert date], and as amended. We shall ensure that the Seller shall execute such RFP Documents as per the provisions of the RFP.

I/We agree that BPCL will be relying on the information provided in the Bid and the Bid documents accompanying such Bid for selection of Successful Bidder for the aforesaid subject, and we certify that all information provided in the Bid and its prescribed RFP formats; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

I/We declare that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

I/We declare that the identified unit(s) generates firm power on round the clock basis using _____ as fuel, and I/We are capable to supply at least 12MW power on round the clock basis at Delivery Point.

(In case the Bidder is not a Trading Licensee) "We undertake that we shall not submit any bid, on the basis of the same generation source and quantum of power from such source as mentioned in our Bid, in any other bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier, subject to a maximum of period of one hundred and twenty (120) days from the Bid Deadline."

(In case the Bidder is a Trading Licensee) "We undertake that we shall not submit any bid, on the basis of power purchase agreement submitted along with our Bid for the

same quantum of power and generation source specified therein, for any other bid process till the selection of the Successful Bidder(s) and issue of LOI, or till the termination of the process, whichever is earlier, subject to a maximum of period of one hundred and twenty (120) days from the Bid Deadline.

(In case the Bidder is a Trading Licensee) We undertake that the power purchase agreement submitted by us as part of the Non-Financial Bid is for the exclusive purpose of supplying power to the Procurers under this bid process.

I/We agree that for aforesaid subject, we will allow BPCL to visit the generating plant site and shall allow BPCL to conduct both technical & financial due-diligence (if needed).

I/We declare that in the event we are unable to get the identified unit(s) as captive generating plant as per applicable rules and regulations, we shall supply power by absorbing the cross subsidy surcharge applicable time-to-time as per applicable State and discom regulations.

I/We agree and undertake to abide by all the terms and conditions of the RFP document.

I/We offer a Capacity of 12MW from (Generating unit and related plant capacity, location of unit) which conforms to clause 1.3.1 of the RFP.

I/We certify that in terms of the RFP, my/our Net worth is Rs. ... crore (Rupees ... crore).

I/We confirm that we are in position to inject power on round the clock basis as per the Scheduled Delivery Date specified in the RFP, subject to the provisions of the PPA.

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder

Format A6 for Details of Shareholding

Details of Shareholding

(To be provided if the Bidder intends to sell power under Group Captive Model)

Generating Units and related plant capacity from which power is intended to be supplied under Group Captive Mode	Total no. of Equity Shares of the Plant (for Generating Units which are operating under Group Captive Mode)	% of Equity Shares to be purchased by Procurer	Total Number of Equity Shares to be purchased by Procurer	Value of Equity Share (INR/ per share)

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder

Format A7 for Bid Bond/Earnest Money Deposit

(On non-judicial paper of Rs. 500/-)

To
Bharat Petroleum Corporation Ltd.
(CPO) Refineries
Mumbai Refinery, Mahul
MUMBAI 400074

Dear Sirs,

M/s. _____ (hereinafter referred as "BIDDER") (Bidder's name and address) have taken tender for the WORK of _____ (Name of Work) for Bharat Petroleum Corporation Limited, with registered office in Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai, India and having Refinery at Kochi (hereinafter referred as "OWNER").

The tender conditions provide that the BIDDER shall pay a sum of Rs. ____ (Rupees) _____ as earnest money /initial/ full security deposit in the form therein mentioned .

The form of payment of earnest money / initial / full security deposit includes guarantee executed by schedule "A" Bank, undertaking full responsibility to indemnify OWNER in case of default. The said BIDDER have approached us and at their request and in consideration of the premises, we _____ (Bank's name) having our office at _____ (hereinafter referred as "GUARANTOR") have agreed to give such guarantee as hereinafter mentioned.

1. GUARANTOR hereby undertake and agree that if default shall be made by BIDDER in performing any of the terms and conditions of the tender, GUARANTOR do hereby irrevocably bind themselves and undertake to pay the OWNER on first demand in writing by OWNER without protest or demur or proof or condition and without reference to the BIDDER / CONTRACTOR, the said amount of Rs. _____ (Rupees _____).
2. OWNER will have the full liberty without reference to GUARANTOR and without effecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the tender with the said BIDDER and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said BIDDER which under law relating to the sureties would but for provision have the effect of releasing the GUARANTOR.

3. OWNER will have the right to recover the said sum of Rs. _____(Rupees _____) from GUARANTOR in manner aforesaid and such rights will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said BIDDER 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 _____ (Bidder's Name).
5. _____ GUARANTOR'S liability under this guarantee is restricted to Rs. _____(Rupees _____). This guarantee shall remain in force until _____ unless a demand (3 months beyond bid validity) under guarantee is made against GUARANTOR within the aforesaid date, in which event the validity of this bank guarantee shall automatically be extended for another 3 (three) months, all rights under the said guarantee shall be forfeited and GUARANTOR shall be relieved and discharged from all liabilities thereunder.
6. GUARANTOR 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 authorized to
Sign on behalf of the bank.

Format A8 for Fuel Supply Undertaking

Fuel Supply Undertaking

[On the Letter Head of the Bidding Company]

I/We undertake that uninterrupted fuel supply shall be made available to generating unit(s) identified as source for supply of power to BPCL Mumbai Refinery and meeting our obligations under the Agreement.

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder

ANNEXURE - 1

PROFORMA OF DECLARATION OF HOLIDAY LISTING

In the case of a Proprietary Concern:

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

(Here given particulars of holiday listing and in absence thereof state "NIL").

In the case of a Partnership Firm

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

(Here given particulars of holiday listing and in absence thereof state "NIL").

In the case of Company

We hereby declared that we have not been placed on any holiday list declared by Bharat Petroleum Corporation Limited/MOP&NG/any other Oil PSEs, except as indicated below:

(Here given particulars of holiday listing and in absence thereof state "NIL").

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

Place: _____

Signature of the Bidder_____

Date: _____

Name of the Signatory_____

Annexure 2

Submission of documents as called for in the PQ criteria

Requirement regarding PQC documents (for Indian bidders only):

Copies of PQC documents to be submitted for this tender should be duly verified with originals & attested by any one of the following independent third party inspection agency (TPIA) duly approved by BPCL :

SGS /GLISPL / IRS / DNV / LRIS / EIL /TATA Projects / PDIL / UIPL / RITES LTD / ITS IPL

All charges of the third party for verification & attestations shall be borne by the Vendors.

Vendor has to upload the duly verified & attested documents along with the respective TPIA verification certificates duly signed & stamped by authorized signatory of TPIA before the due date of submission of the bids. An undertaking note from the TPIA and the vendor as per the attached draft shall be uploaded as a part of the BQC/Techno-commercial bid as the case may be.

BPCL reserves the right not to consider the offer on account of non-compliance regarding submission of BQC/techno-commercial related documents duly verified by the TPIA.

Undertaking from Vendor:

All the BQC/techno-commercial documents and credentials submitted/uploaded as a part of this tender have been verified with the originals by TPIA.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted have been made having full knowledge of (i) the provisions of the Indian laws 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 Bharat Petroleum Corporation Limited to initiate appropriate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that additional documents, if any, required to be submitted by us (bidding agency) shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

We understand that BPCL reserves the right not to consider our offer on account of non-compliance regarding submission of BQC/techno-commercial related documents duly verified by the TPIA.

Authorised signatory

Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

Ref.: _____

Date :

The Procurement Manager,
CPO-Refineries,
Mumbai Refinery,
Mahul, Chembur,
Mumbai – 400074

Dear Sir,

Subject : Verification of Bidder's Qualification Criteria (BQC) related documents of the Tender

Ref : CRFQ No. 1000 _____ , E-tender System ID : _____
Tender for " _____ "

M/s. _____ with its Registered office at _____ intend to participate in the tender for " _____ " for Bharat Petroleum Corporation Limited, with registered office in Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai, India.

The tender conditions provide that the BIDDER shall submit PQC documents (as indicated in the Annexure " XXXXXX") / page xxx of this tender) duly verified by independent Third Party Inspection Agency.

In this regard, this is to certify that copies of all the BQC/techno-commercial related documents submitted to us for verification have been verified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified documents having xxxxx pages.

(Signature of a person duly authorized to Sign on behalf of the TPIA)

(Seal of the Company) / Date

Annexure 3

INTEGRITY PACT

Between

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

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for **"SUPPLY OF POWER UNDER OPEN ACCESS TO BPCL, MUMBAI REFINERY"**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.

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- (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.

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

Section 4 - Compensation for Damages

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

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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.

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- (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.

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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.

PBANK

.....
For the Principal

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

Place: Mumbai

Witness 1 :
(Signature/Name/Address)

Date :15.06.2018

Witness 2 :
(Signature/Name/Address)