



Ref.: NIT No. 6758A_TCE/BPCL_RFQ_002
Tender No. TCE.6758A-B-300-002

19-04-2012

Tender for Butane Pre Heater

Due Date: 17-05-2012

Dear Sirs,

Please submit your competitive offer in strict conformity to the documents enclosed herewith.

Kindly return the "Acknowledgement & Intention to Bid" form, duly filled, immediately on receipt of this enquiry document.

Offers may kindly be furnished as per the Instructions to Bidders (ITB) enclosed herewith.

Thanking You,

Yours truly

For **TATA** Consulting Engineers Limited,

K Rammohan
Project Manager

TENDER. NO. TCE.6758A-B-300- 002	TATA CONSULTING ENGINEERS LIMITED	SECTION: Title
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BHARAT PETROLEUM CORPORATION LIMITED

REQUEST FOR QUOTATION

NIT No. 6758A_TCE/BPCL_RFQ_002

RFQ NO: TCE.6758A-B-300-002

BUTANE PRE HEATER

Owner : **BHARAT PETROLEUM CORPORATION LIMITED**

Project : **BLENDING UNIT**

Location : **URAN, MUMBAI (INDIA)**

Job No. : **TCE.6758A**



TATA CONSULTING ENGINEERS LIMITED
RAJ PLAZA, 2ND FLOOR, L.B.S. MARG, VIKHROLI (WEST)
MUMBAI – 400 083. INDIA.
TEL 91-22-66472111 Fax 91-022-66472000
EMAIL: ssaha@tce.co.in

ISSUE
R0

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MASTER INDEX

TO

BIDDING DOCUMENT FOR BUTANE PRE HEATER

BHARAT PETROLEUM CORPORATION LIMITED, URAN, MUMBAI

(BIDDING DOCUMENT NO: TCE-6758A-B-300-002)

ISSUE
R0

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SPEC.NO.
TCE.6758A-B-300-
002

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SECTION:
SHEET

PART I

ISSUE
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ACKNOWLEDGEMENT & INTENTION TO BID

Attention: **Mr. K Rammohan / Sagar Saha**
TATA Consulting Engineers Limited,
 Raj Plaza, Second Floor,
 LBS Marg, Vikhroli (W).
 Mumbai- 400 083.
 Phone: 022-6647 2061 / 2005
 Fax: 022-6647 2000

SUB: **CONFIRMATION TO BID**

TENDER / ENQUIRY NO. _____ **DTD.** _____

WORK / ITEM: _____

Dear Sirs,

We hereby acknowledge receipt of a complete set of bid document along with enclosures for the subject work / item as per the table of contents for our use in preparing the bid.

We undertake that the contents of the above tender document shall be kept confidential and further that the drawings, specifications, and documents shall not be transferred and the said documents will be used only for the purpose which they are intended.

(A) We intend to bid as requested for the subject items and furnish following details with respect to our offices:

Quoting Office	Contact Person at Mumbai, if any, for Indian Bidders & Contact Person in India for Foreign Bidders
Postal Address:	Postal Address:
Telephone Number:	Telephone Number:
Fax Number:	Fax Number:
e-mail address:	e-mail address:
Contact Person:	Contact Person:
Mobile Number:	Mobile Number:

- (B) We confirm that our offer shall be submitted within the due date.
- (C) We are unable to bid for reasons given below and we are returning the entire set of tender documents

Reasons for Non-Submission of Bid:

Company's Name: _____

Signature: _____

Name: _____

Designation: _____

Date: _____

Note: Bidders are requested to furnish the details mentioned in (A), (B) or (C) above, immediately after downloading of tender documents



TATA CONSULTING ENGINEERS LIMITED

Instructions To Bidders (ITB)

Project No.: TCE-6758A

BLENDING UNIT AT URAN LPG PLANT

Client: Bharat Petroleum Corporation Limited

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1.0 INTRODUCTION

1.1 M/S Bharat Petroleum Corporation Ltd.(BPCL), Fortune 500 Company proposes to set up a Propane and Butane handling and blending facility at Uran LPG Plant and have appointed TATA Consulting Engineers Limited as a consultant for the implementation of the same

1.2 TCE for and on behalf of BPCL invites Sealed Bids under single stage two envelope bid system, for the entire work / supply covered under the Bidding Document. All bids are to be completed and returned in accordance with and within the time provided in these Instructions to Bidder.

2.0 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and delivery of its bid including (but not limited to) costs and expenses related to visits to the site(s) and other locations, and the cost of any tests, investigations, evaluations and consultations. BPCL/TCE will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

3.0 SITE LOCATION / SITE VISIT

The Project Site is located in Uran (about 45 kms from the Mumbai City) in the State of Maharashtra. Mumbai City is well connected by Rail and Road from other parts of India. Nearest Airport is at Mumbai, at a distance of about 45 kms from the Project Site.

The bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the Contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.

The bidder and any of its personnel or authorised representatives will be granted permission by BPCL to enter upon its premises and lands for the purpose of such inspection. It is understood that as an implicit condition of such permission, the bidder, its personnel and/or authorised representative(s) shall be understood to have released and indemnified BPCL and its personnel from and against all liability in respect thereof and to have assumed all responsibility for personal injury (whether fatal or otherwise), loss of or damage to person or property and any other loss, damage, cost and expenses incurred as a result of such visit, including those sustained by any negligence or other act of tort on the part of BPCL and/or its personnel and



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Consultants. During such visits the Bidder shall abide by all the rules and regulations, as applicable.

Bidders may contact TCE for site visit purpose.

4.0 BIDDING DOCUMENTS

The bidder is expected to examine the bidding documents, including all instructions, FORMs, General Purchase Conditions, Terms and conditions of Contract, Specifications, Drawings and other documents and to fully familiarise itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

Within 5 days of receipt of Bidding Document, Bidder shall acknowledge the receipt and confirm his intention to bid for the tendered work as per Proforma given in Bidding Document.

5.0 AMENDMENT OF BIDDING DOCUMENTS

- 5.1 At any time prior to the deadline for submission of bids as well as up to priced bid opening, BPCL/TCE may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents.
- 5.2 The modifications/amendment will be notified in writing or by fax to all prospective bidders who have been issued the Bidding documents, and shall be part of the Bidding documents and shall be binding on all bidders. The Bidders will be required to acknowledge receipt of any such amendment to the Bidding documents. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
- 5.3 Bidders shall examine the Bidding documents thoroughly and inform BPCL/TCE of any apparent conflict, discrepancy or error, so that BPCL/TCE may issue appropriate clarification(s) or amendment(s), if required.

6.0 LANGUAGE OF BIDS

- 6.1 The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BPCL/TCE, shall be written in English language only.



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- 6.2 Any printed literature furnished by the bidder may be written in any other language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

7.0 PREPARATION OF BIDS – TWO BID SYSTEM

- 7.1 The bidder is required to prepare bid in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders.
- 7.2 The Bid shall be prepared and submitted in sealed Covers :
- Cover – 1 Technical Bid and Price Bid
- 7.3 **Cover-1: Original Technical Bid and Price Bid:** Bidder(s) will be required to submit in their one bigger sealed cover marked as “TECHNICAL” & “PRICE BID” containing the following documents in three separate sealed envelopes before the due date & time in BPCL’s Sewree Office at the address,

CEM (Engineering & Projects) West,
Bharat Petroleum Corporation Ltd,
A – Installation, Floore no. 1
Sewree Fort Road, Sewree (E),
Mumbai – 400015 (Maharashtra).
India

Contact person: Mr. K V R Subudhi / Mr.K. Prakash

Tel No. : +91 022 2417620 / +91 022 24174629

Cell No. +919892351452 / +919833982858 (on the bid opening date)

- i) **Envelope 1: Techno-Commercial Bid** (1 Set Original + 2 Set Photocopy)
- Information about the Bidder
 - Original Technical Details
 - One set of Tender Documents duly signed and stamped on each page in original, as token of its acceptance. Signed & sealed NIT documents, specifications.
 - Schedule of Deviations (if any) to the commercial and Technical bid documents. Deviations must be furnished on a separate “Deviation Sheet”. Deviations indicated elsewhere in the bid document will not be considered.



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- e) Delivery / Completion schedule and all commercial conditions.
- f) Unpriced copy of the "Price Bid" mentioning "Q" for quoted items & "NQ" for not quoted items.
- g) Confirmation regarding readiness for signing of Integrity pact in the event of award of contract / order
- h) Financial details including Audited Balance Sheet, including Profit and Loss A/c for the preceding 3 financial years.
- i) Duly filled Commercial Questionnaire.
- j) Bidder's Qualification Documents. **(Vendors fulfilling all the qualification criteria as mentioned in the "Bidders Qualification Document" will only be considered for further technical & commercial evaluation)**
- k) Check-List for bidding documents

For convenience, the Bid shall be compiled in the form of specific Sections conforming to the above points a to j. In case of non-submission of above documents or submission of incomplete documents, BPCL/TCE reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial / Unpriced Bid.

ii) Envelope 2: Original EMD (1 Original + 2 Photo copy)

Bidder shall furnish, as part of his Bid, EMD for the amount as indicated in the Notice inviting Tender. The Bids not accompanied with EMD or EMD not as per Proforma given in the Bidding Document shall be considered as non-responsive and such Bids shall be rejected.

iii) Envelope 3: Original Priced Bid (1 Original + 2 Photo copy)

Each envelope shall be super scribed with Tender Number, Bidder Name and the names of documents it contains.



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- 7.5 Although all the details presented in this Bid document have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- 7.6 The bid requirements are explicitly stated in the Bidding Documents. The Bidder is required to study these requirements in detail and to make a proposal in an outline as defined above completely meeting these requirements. The Bid must be complete in all respects, leaving no scope for ambiguity. It is in the interest of the Bidder to submit a complete and comprehensive proposal leaving no scope for BPCL/TCE to raise or ask for any further questions or clarifications, with a view that the proposal



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may be evaluated only on the basis of what has been submitted by the bidder in the first instance in order to adhere to a very strict project schedule. Bidder's quotation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions.

7.7 For the purpose of these documents the terms "bid" and "tender", "bidding" and "tendering" and other similar expressions are synonymous.

7.8 Also, "Bid Document", "Tendering Document" and "Bidding Document" and similar expressions are synonymous.

8.0 PRICE BID

8.1 The item wise Bid prices shall be filled in the "Format For Submitting Price Schedule" in the Special Conditions of Purchase.

8.2 Bidders shall quote landed cost indicating separately basic cost, all taxes, duties, levies, octroi applicable, packing & forwarding charges, transportation charges etc. and the final landed cost at site.

8.3 Bidders shall indicate the applicable present rate of excise / customs duty, CVD, education cess and VAT/CST, Service Tax, the same shall be payable on production of documentary evidence issued from concerned authority.

8.4 This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected. In case of any correction, the bidder shall put its signature and its stamp. Eraser fluid will not be allowed for making any correction.

8.5 The prices quoted by the bidder shall remain firm and fixed and shall be valid until completion of the Contract and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents.

8.6 A Counter trade proposals shall not be considered in the evaluation of Bids or otherwise.

8.7 It shall be the duty of the supplier to duly observe and perform all laws, rules, regulations, orders and formalities applicable to Excise Duty, Sales Tax, VAT, Service tax, Customs Duty, Countervailing Duty etc. on the import, manufacture, sale and/or supply of any material to the BPCL and performance of the works under the Contract. The supplier/contractor shall keep BPCL indemnified from and against any and all claims,



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demands, prosecutions, actions, proceedings, 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 any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

9.0 CURRENCIES OF BID AND PAYMENT

- 9.1 Foreign Bidders may quote prices for materials and services to be imported into India either in Indian Rupees or in Foreign Currency or in a combination of Indian Rupees and Foreign Currency.
- 9.2 Bidders shall quote the price for materials and services to be procured from India and for expenses to be incurred in Indian Rupees only in Indian Rupees.
- 9.3 Indian bidders shall quote the prices for materials and services in Indian Rupees only.
- 9.4 For evaluation purposes, the foreign currency bid price shall be converted to Indian Rupees by considering Bill selling foreign exchange rate as on the date of priced bid opening.

10.0 BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- 10.1 Bidders will be required to submit bid security in the form of demand draft/ bank guarantee from any Indian scheduled bank; or an international bank of repute having a branch in India or having correspondent banking relationship with an Indian scheduled bank. The bid security shall be in US\$ for foreign bidders and in Indian Rupees for domestic bidders. The bid security shall be valid for **six months** beyond the bid validity date.
- 10.2 Foreign Bidders may also submit bank guarantee from an international bank of repute having a branch in India or having correspondent banking relationship with an Indian scheduled bank, in which case the Bank Guarantee shall be countersigned by their Indian Branch or by any Scheduled Indian Bank.
- 10.3 The EMD / bid security shall be in equivalent US Dollars for foreign bidders and in Indian Rupees for domestic bidders.



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- 10.4 The Bank Guarantees shall be valid for a period of 6(six) months beyond the bid validity date for item rate tenders and 9 months for Global tenders, (i.e. including 3 months claim period).
- 10.5 EMD /Bid Security value shall be as indicated in Special Purchase Conditions.
- 10.6 EMD is shall not be applicable in case of**
- a) Small Scale Units registered with the National Small Industries Corporation. The exemption shall, however, be only to the items for which the small-scale industries hold the registration with National Small Industries Corporation. The certificate issued by the National Small Industries Corporation should be valid on the date of opening of the tender.
 - b) Govt. organization & Public Sector Undertaking of the Central/ State Government
- 10.7 Bid securities of unsuccessful bidders will be returned upon placement of Contract/ order. However, EMD of the successful Bidder will be returned upon the Bidder executing the Contract, and furnishing the Initial Security Deposit/ Security Deposit as specified in the General Conditions of Contract.
- 10.8 The EMD may be forfeited:
- i) if a Bidder withdraws/modifies/changes/alters suo-moto his bid during the period of Bid Validity or does any breach of tendering terms and conditions, or,
 - ii) in case of a successful Bidder, if the Bidder fails, within the specified period:
 - a. to sign the Contract.
 - b. to furnish the Initial Security Deposit/ Security Deposit

11.0 PERIOD OF VALIDITY OF BIDS

- 11.1 Bids shall remain valid for **6(Six) months** after the deadline for bid submission. A bid valid for a shorter period may be rejected by the BPCL/TCE as non-responsive.
- 11.2 Notwithstanding the above, the BPCL/TCE may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (by fax/ email).



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- 11.3 If the bidder agrees to the extension request, the validity of the bid security shall also be suitably extended.
- 11.4 A bidder may refuse the request without forfeiting his bid Security.
- 11.5 A bidder accepting the request for extension shall not be permitted to modify his bid because of the extension, unless specifically invited to do so.

12.0 QUERIES / CLARIFICATIONS

- 12.1 The bidder is requested to submit any queries / clarification / information pertaining to Bidding Document in writing delivered by hand or by mail. This shall be addressed to Mr. K Rammohan / Mr. Sagar Saha – TATA Consulting Engrs. Ltd., Mumbai within one week from the date of receipt of bidding documents. Any failure by Bidder to submit queries / clarification / information pertaining to Bidding Documents in writing shall not absolve the Bidder, after subsequent placement of Order / Contract, of his responsibility to perform the work in accordance with the Order / Contract.
- 12.2 TCE's responses to Bidder's queries/clarifications raised will be furnished as expeditiously as possible to all the vendors who have been issued Bidding Documents. Any modification of the Bidding Documents which may become necessary, shall be sent to all bidders through the issue of an Addendum.

13.0 FORMAT AND SIGNING OF BID

- 13.1 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person signing the bid. The name and position held by each person signing must be typed or printed below the signature.
- 13.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case, such corrections shall be signed in full by the person or persons signing the bid.



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14.0 BIDDING DOCUMENTS AND DEVIATIONS

- 14.1 One complete set of Bidding Document shall be issued to the Pre-Qualified Bidders in the form of CD with the hard copy of the table of contents (With a Master Index).
- 14.2 It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations should be separately and specifically stipulated only in the prescribed format. BPCL/TCE reserves the right to reject as non-responsive any bid containing major deviation(s).

15.0 DEADLINE FOR SUBMISSION OF BIDS

- 15.1 The Original bid, together with required copies must be received by the designated authority on or before the date, time and venue specified in the Letter Inviting Bid.
- 15.2 The BPCL/TCE may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the BPCL/TCE and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

16.0 ALL PAGES TO BE INITIALLED

- 16.1 All signatures in bids shall be dated and shall bear a seal of the bidder. In addition, all pages of the bids before submission of the bid shall be initialed at lower right hand corner by the Bidder or by a person holding a Power of Attorney authorising him to sign on behalf of the bidder.
- 16.2 The Bidder shall sign and affix its seal on all pages of the Priced bid.

17.0 PRICES TO BE IN FIGURES AND WORDS

- 17.1 The bidder shall fill the Schedule of Prices both in figures as well as in words in the Price Schedule forming part of the bidding Documents, in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the Price schedule and duly signed by the bidder.
- 17.2 When there is a difference between the prices in figures and words, the amount which corresponds to it in words shall prevail.



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18.0 CORRECTIONS AND ERASURES

- 18.1 Bidders are required to fill in the tender documents with due care so as to avoid any cuttings/corrections/alterations in the entries made in the tender papers.
- 18.2 In case any corrections are required, the original writings shall be neatly cut/ panned through and re-written nearby. No overwriting or erasure of original writings by use of 'white fluid' or the like is permitted. In case any erasure using 'white correcting fluid' is found, the tender shall be liable to be rejected.
- 18.3 All cuttings/ corrections/ alterations shall be signed in full by the tenderer with date. Numerical figures shall be written both in figures as well in words.

19.0 LATE BIDS / BIDS RECEIVED BY FAX / TELEX / TELEGRAMS:

Any bid received by BPCL/TCE after the deadline for submission of the bids (including any extension(s) hereof) will be declared "Late" and rejected and returned unopened to the bidder. Bids received by way of Fax or Telex or Telegram or email or in open condition shall not be considered shall not be considered

20.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 The bidder may modify or withdraw his bid after the bid's submission, provided that written notice of the modification or withdrawal is received by BPCL/TCE prior to the deadline prescribed for submission of bids.
- 20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for submission of bids.
- 20.3 A bid may not be withdrawn or modified after the deadline for submission of bids during the period of bid validity without forfeiting the bid security unless the modification shall be made upon an invitation by the BPCL/TCE permitting the bidder to modify the bid.
- 20.4 If a bid is properly modified within the foregoing provisions, the bid as modified shall constitute the bid offer.



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21.0 OPENING OF BIDS

- 21.1 BPCL/TCE may open Unpriced Bids in the presence of Bidder's representative(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend and are present shall sign a register evidencing their attendance.
- 21.2 The Bidder's names, modification and Bid withdrawals, and the presence or absence of the requisite Bid Security, and such other details as BPCL/TCE may, at its discretion, consider appropriate, will be announced and recorded at the opening.

22.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, BPCL/TCE may, at its discretion, ask the bidder for a clarification of his bid. All responses to a request for clarification shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by BPCL/TCE.

23.0 TECHNO-COMMERCIAL EXAMINATION OF BIDS

- 23.1 BPCL/TCE will examine or cause to be examined the bids to determine whether they are complete, whether required bid securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 23.2 The bids without requisite Bid Security and/or not in the prescribed proforma will not be considered and bids of such bidders shall be rejected.
- 23.3 BPCL/TCE will determine to its subjective satisfaction whether the bidder has submitted a responsive bid and is qualified to satisfactorily perform the work, and such determination shall not be open to question.
- 23.4 The determination will also take into account the bidder's financial and technical capabilities, as well as such other qualifications as BPCL/TCE deem necessary and appropriate.



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24.0 BID REJECTION CRITERIA

- 24.1 Prior to detailed bid evaluation, BPCL will determine the substantial responsiveness of each bid with respect to the bidding documents. A substantially responsive bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the bidding documents, the BPCL's rights or the bidder's obligations as envisaged in the bidding documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by BPCL/TCE.
- 24.2 The following provisions of the bidding document must be adhered to without any deviations, failing which the bid shall be considered to be non-responsive and may be rejected.
- i. Bid Security
 - ii. Bid Validity period
 - iii. Defects Liability Period
 - iv. Performance Bank Guarantee

25.0 COMPLETE SCOPE OF SUPPLIES/WORK

- 25.1 The complete scope of supplies and work/services has been defined in the bidding documents. Only those bidders who take complete responsibility and who bid for the complete scope of supplies and work/services as contained in the bidding document shall be considered for further evaluation.
- 25.2 Waiver of deviations and conditions (if any), should be submitted by the Bidders before the opening of the Priced Bid failing which the Priced Bid of concerned Bidder shall not be opened.

26.0 OPENING OF PRICE BIDS

- 26.1 Substantially responsive bidders will be shortlisted by the BPCL/TCE for opening of price part of their bids. Date, time and venue for opening of price bids will be informed to the shortlisted bidders subsequently.



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- 26.2 The price bids of the technically and commercially acceptable Bidders will be opened in the presence of Bidder's representative who chooses to attend, on the date and time to be intimated. The bidder's name, bid price and such other details as the BPCL/TCE at its discretion may consider appropriate, will be announced at the opening of price bids.

27.0 EVALUATION AND COMPARISON OF PRICES

- 27.1 In evaluating the bids, BPCL will determine for each bid the evaluated Bid Price by adding the prices for following items:
- a) Landed Price at site for supplies & services after taking in to consideration quoted Packing & Forwarding charges, all taxes & duties, Statuary levies, octroi and Transportation Charges.
 - b) Any other loading towards factors like Power & Utilities consumption etc as indicated in Special Conditions of Purchase.
- 27.2 To facilitate evaluation and comparison of prices, the BPCL/TCE will convert all bid prices expressed in Foreign Currency into Indian Rupees at selling rate of the concerned foreign currency on the date of opening of price Bids.
- 27.3 BPCL shall allow **preference to Indian Central Government Public Sector Undertakings/Enterprises** as admissible under the existing policies of Government of India. Preference shall also be given to Joint Venture company of BPCL.

28.0 REBATE

No suo-moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

29.0 CONTACTING BPCL

A bidder shall not contact BPCL on any matter relating to his bid from the time of bid opening to the time, that the Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence BPCL in BPCL's decisions in respect of bid evaluation or contract award will result in the rejection of that bidder's bid.



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30.0 BPCL'S RIGHT TO ACCEPT/REJECT BIDS

- 30.1 BPCL/TCE 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(s) or any obligation to inform the affected bidder(s) of the ground of BPCL's/TCE's action.
- 30.2 BPCL/TCE shall not be obliged to award the Order / Contract to the lowest evaluated bidder if BPCL/TCE apprehends that it will not be in the interest of BPCL/TCE to award the Order / Contract at the lowest evaluated price or to the lowest evaluated bidder.

31.0 NOTIFICATION OF AWARD

BPCL/TCE will notify the successful bidder in writing by letter and/or by Fax of Acceptance that his bid has been accepted. The Acceptance of Bid will constitute the formation of Contract. Effective date of Contract shall be the date of issue of Fax of Acceptance (FOA)

32.0 CONTRACT AGREEMENT /PURCHASE ORDER / WORK ORDER

- 32.1 Contract documents for agreement / Purchase order / Work Order shall be prepared after the notification of Acceptance of Bid. Until the formal Contract is signed, the bidding documents and Addendum(s) and any modifications thereto and/or there from agreed upon by BPCL with the bidder's final bid shall be considered as Contract.
- 32.2 The Contract document / Purchase Order / Work Order thus shall consist of the following:
- a) Original Bidding documents issued with its enclosures including General Conditions of Contract, General Conditions of Purchase, Special Conditions of Contract, Special Conditions of Purchase, drawings etc.
 - b) Addendum/Corrigendum/Amendment to Bidding documents issued, if any.
 - c) The notification of Acceptance of bid / Fax of Acceptance.
 - d) The Detailed Letter of Acceptance including Statement of Agreed Variations, if any, and accepted price-schedule.
 - e) Secrecy Agreement.
 - f) Formal Contract / Purchase Order / Work Order



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- 32.3 A Statement of Agreed Variations shall be prepared based on the finally agreed deviations, if any, to the bidding documents and all other correspondences forming part of the offer prior to issue of Notification of Acceptance of bid shall be treated as null & void.
- 32.4 The statement of Agreed Variations shall form part of the contract / purchase order / work order which shall be issued within 30 (thirty) days of the Notification of Acceptance of Bid.
- 32.5 Any deviations or stipulations made and accepted by BPCL after acceptance of the bid shall be treated as amendment(s) to the Contract / Order and shall be governed by the conditions relating to amendment of Contract / Order.

33.0 ACCEPTANCE OF PURCHASE / WORK ORDER

The vendor shall confirm the acceptance of purchase order / work order by a signing a copy of the order as a token of acceptance and submitting the same to BPCL within 7 (seven) days from the date of receipt of the order.

34.0 CONFIDENTIALITY OF DOCUMENTS

Bidders shall treat the bidding documents and contents therein as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid; all documents must be immediately returned to BPCL.

35.0 CHECKLIST FOR SUBMISSION OF BID

Bidder is required to fill the checklist and submit along with the bid for ready reference.



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CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist

Please confirm & ensure compliance:

SR	Description	Yes / No
1	Cover-1: Technical Bid and Price Bid	
i	Envelope 1: (1 Set Original + 1 Set Photocopy)	
	a) Information about the Bidder	
	b) Original Technical Details	
	c) One set of Tender Documents duly signed and stamped on each page in original, as token of its acceptance. Signed & sealed NIT documents, specifications.	
	d) Schedule of Deviations (if any) to the commercial and Technical bid documents. Deviations must be furnished on a separate "Deviation Sheet". Deviations indicated elsewhere in the bid document will not be considered.	
	e) Delivery / Completion schedule and all commercial conditions.	
	f) Unpriced copy of the "Price Bid" mentioning "Q" for quoted items & "NQ" for not quoted items.	
	g) Confirmation regarding readiness for signing of Integrity pact in the event of award of contract / order	
	h) Financial details including Audited Balance Sheet, including Profit and Loss A/c for the preceding 3 financial years.	
	i) Duly filled Commercial Questionnaire.	
ii	Envelope 2: Original Bid Security / EMD (1 Original + 1 Photo copy): Bidder shall furnish, as part of his Bid, EMD for the amount as indicated in the Notice inviting Tender. The Bids not accompanied with EMD or EMD not as per Proforma given in the Bidding Document shall be considered as non-responsive and such Bids shall be rejected.	
1	BY BANK GUARANTEE	
	BG No. _____ Dt. _____	
	Bank _____ Branch _____	
	For Rs. _____	
	Valid till _____	
	OR	
1	BY DEMAND DRAFT	
	DD No. _____ Dt. _____	



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SR	Description	Yes / No
	Drawn on _____	
	For Rs. _____	
iii	Envelope 3: Original Priced Bid (1 Original + 1 Photo copy)	
	3 CONFIRM THE FOLLOWING	
1	<u>All pages of the bid have been page</u> numbered in sequential manner	
2	The bid has been submitted in requisite number of Copies as specified in ITB	
3	Compliance Letter for Addendum/Amendment, if any, has been submitted along with offer, duly signed and stamped on each page	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____



TATA CONSULTING ENGINEERS LIMITED

**PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING UNPRICED BID
OPENING AND PRICED BID OPENING**

NO.

DATE:

CEM (Engineering & Projects) West,
Bharat Petroleum Corporation Ltd,
A – Installation, Sewree Fort Road, Sewree (E),
Mumbai – 400015 (Maharashtra).
India

Dear Sirs,

We Hereby authorise following representative (s) to attend the unpriced bid opening and priced bid opening against your Tender / Enquiry No. for

1. Name & Designation..... Signature

2. Name & Designation..... Signature

We confirm that we shall be bound by all and whatsoever our representative (s) shall commit.

Yours faithfully,

Signature

Name & Designation

For & on behalf of

Note:

This Letter of Authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.



TATA CONSULTING ENGINEERS LIMITED

PROFORMA OF DECLARATION OF BLACK LISTING / 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 proprietor nor in any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Bharat Petroleum Corporation Limited or its Administrative Ministry, except as indicated below :

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

In the case of a Partnership Firm

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

(Here given particulars of black listing or 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 or black list declared by Bharat Petroleum Corporation Limited or its Administrative Ministry, except as indicated below :

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

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

Place:

Signature of the Bidder.....

Date:

Name of the Signatory

ITB for BUTANE PRE HEATER



TATA CONSULTING ENGINEERS LIMITED

CUT-OUT SLIPS TO BE USED BY VENDORS FOR PASTING ON COVERS CONTAINING BIDS

Cover – 1 Technical Bid and Price Bid:

<p><u>DO NOT OPEN – THIS IS A QUOTATION</u></p> <p>Cover-1: Technical Bid and Price Bid (Containing sealed Envelop 1 , Envelopo 2 & Envelope 3)</p> <p>(Project No. TCE-6758A)</p> <p>Project : Blending unit at Uran LPG Plant Client: BHARAT PETROLEUM CORPORATION LTD PMC : M/s. TATA CONSULTING ENGINEERS LTD.</p> <p>RFQ / ENQ No. : -----</p> <p>Item : -----</p> <p>Bid due date & time : -----</p>	
<p>From:</p> <hr/> <hr/> <hr/> <hr/> <hr/>	<p>To:</p> <p>CEM (Engineering & Projects) West, Bharat Petroleum Corporation Ltd, A – Installation, Floor No.1, Sewree Fort Road, Sewree (E), Mumbai – 400015 (Maharashtra), INDIA.</p>



TATA CONSULTING ENGINEERS LIMITED

Envelope 1: Techno-Commercial Bid (1 Set Original + 2 Set Photocopy)

DO NOT OPEN – THIS IS A QUOTATION

Envelope-1: Techno-Commercial Bid

(1 Set Original + 2 Set Photocopy)

(Project No. TCE 6758A)

Project : Blending Unit at Uran LPG Plant.

Client: BHARAT PETROLEUM CORPORATION LTD

PMC : M/s. TATA CONSULTING ENGINEERS LTD.

RFQ / ENQ No.: -----

Item : -----

Bid due date & time : -----

<p>From: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>To:</p> <p>CEM (Engineering & Projects) West, Bharat Petroleum Corporation Ltd, A – Installation, Floor 1, Sewree Fort Road, Sewree (E), Mumbai – 400015 (Maharashtra), INDIA.</p>
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TATA CONSULTING ENGINEERS LIMITED

Envelope 2: Original EMD (1 Original + 2 Photo copy)

DO NOT OPEN – THIS IS A QUOTATION

Envelope-2: Original EMD

(1 Original + 2 Set Photocopy)

(Project No. TCE-6758A)

Project : Blending Plant at Uran LPG Plant.

Client: BHARAT PETROLEUM CORPORATION LTD

PMC : M/s. TATA CONSULTING ENGINEERS LTD.

RFQ / ENQ No. : -----

Item : -----

Bid due date & time : -----

<p>From:</p> <hr/> <hr/> <hr/> <hr/> <hr/>	<p>To:</p> <p>CEM (Engineering & Projects) West, Bharat Petroleum Corporation Ltd, A – Installation, Floor 1, Sewree Fort Road, Sewree (E), Mumbai – 400015 (Maharashtra), INDIA.</p>
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TATA CONSULTING ENGINEERS LIMITED

Envelope 3: Original Priced Bid (1 Original + 2 Photo copy)

<p><u>DO NOT OPEN – THIS IS A QUOTATION</u></p> <p>Envelope-3: Original Price Bid</p> <p>(1 Original + 2 Set Photocopy)</p> <p>(Project No. TCE.6758A)</p> <p>Project : Blending Unit at Uran LPG Plant. Client: BHARAT PETROLEUM CORPORATION LTD PMC : M/s. TATA CONSULTING ENGINEERS LTD.</p> <p>RFQ / ENQ No. : -----</p> <p>Item : -----</p> <p>Bid due date & time : -----</p>	
<p>From:</p> <hr/> <hr/> <hr/> <hr/> <hr/>	<p>To:</p> <p>CEM (Engineering & Projects) West, Bharat Petroleum Corporation Ltd, A – Installation, Floor 1, Sewree Fort Road, Sewree (E), Mumbai – 400015 (Maharashtra), INDIA.</p>

TENDER.NO. TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED	SECTION: ITB
	BIDDER'S QUALIFICATION CRITERIA	SHEET 1 OF 1
<u>BIDDER'S QUALIFICATION CRITERIA</u>		
<ul style="list-style-type: none">• Technical Criteria The bidder should have supplied / executed and completed in the previous ten years at least one Propane / Butane / LPG air pre heater for not less than 48 lacs• Financial Criteria The annual turnover of the bidder during the preceding three financial years should be atleast Rupees. 48 lakhs. The financial net worth of the Bidder as per the latest audited annual report shall be positive		

TENDER.NO. TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED	SECTION: DL
	CURRENT COMMITMENTS AND EXPERIENCE LIST	SHEET 2 OF 2

SCHEDULE OF BIDDER'S EXPERIENCE (To be filled by Bidder)

The BIDDER shall indicate below a list of similar jobs executed by him, to whom a reference may be made by the PURCHASER.

Sl. No.	Name, Address, Tel. No., Fax No. And E-Mail Id Of Client And Project Name	Purchaser Order/ Contract No. And Date	Brief Details Of Equipment/ System Supplied	Scope Of Services (See Legend)	Contract Price In Rs.	Scheduled Date Of Completion	Actual Date Of Completion	Reason For Delay In Completion, If Applicable	Remarks
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									

LEGEND: E - ERECTION, S - SUPPLY, SUP - SUPERVISION OF ERECTION, TC - TESTING AND COMMISSIONING

COMPANY SEAL	SIGNATURE	
	NAME	
	DESIGNATION	
	COMPANY	
	DATE	

Note: PO / Contract copies, Completion Certificates attached.

TENDER.NO. TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED	SECTION: DL
	DEVIATION LIST	SHEET 1 OF 2

SCHEDULE OF DEVIATIONS FROM GENERAL CONDITIONS
(To be filled by Bidder)

The BIDDER shall indicate below all deviations from the General Conditions:

SL. NO.	SECTION	SPECIFICATION NO.	PARA NO.	DEVIATION
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

The Bidder hereby certifies that the above mentioned are the only deviations from the Purchaser's/Consultant's General Conditions for this Enquiry Document. The Bidder further confirms that in the event any other data and information presented in the Bidder's proposal and accompanying documents including drawings and catalogues etc. are at variance with the specific requirements laid out in the Purchaser's/Consultant's General Conditions, the latter shall govern and shall be binding on The Bidder without any price implication.

COMPANY SEAL	SIGNATURE	
	NAME	
	DESIGNATION	
	COMPANY	
	DATE	

TENDER.NO. TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED	SECTION: DL
	DEVIATION LIST	SHEET 2 OF 2

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS
(To be filled by the bidder)

The BIDDER shall indicate below all deviations from the Technical Specifications:

SL. NO.	SECTION	SPECIFICATION NO.	PARA NO.	DEVIATION
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

The Bidder hereby certifies that the above mentioned are the only deviations from the Purchaser's/Consultant's Technical Specifications for this Enquiry Document. The Bidder further confirms that in the event any other data and information presented in the Bidder's proposal and accompanying documents including drawings and catalogues etc. are at variance with the specific requirements laid out in the Purchaser's/Consultant's Technical Specifications, the latter shall govern and shall be binding on the Bidder without any price implication.

COMPANY SEAL	SIGNATURE	
	NAME	
	DESIGNATION	
	COMPANY	
	DATE	



BHARAT PEROLEUM CORPORATION LIMITED

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 forThe Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

- (1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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

Section 4 - Compensation for Damages

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

Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors

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

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

Place

Date

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

Witness 1 :
(Signature/Name/Address)

Witness 2 :
(Signature/Name/Address)

SPEC.NO. TCE.6758A-B-610-002	TATA Consulting Engineers Limited	SECTION: WRITE-UP
	ANNEXURE-I TO SPC SCOPE OF WORK	SHEET 1 OF 2

SCOPE OF WORK

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SPEC.NO. TCE.6758A-B-610-002	TATA Consulting Engineers Limited	SECTION: WRITE-UP
	ANNEXURE-I TO SPC SCOPE OF WORK	SHEET 2 OF 2

SCOPE OF WORK

1 GENERAL

- 1.1. This specification covers the general requirements of Design, manufacturing, supply of material, stage wise inspection, final inspection, testing at VENDOR's works/ project site, packing & forwarding, transportation, delivery to site, installation supervision along with mandatory and commissioning spares of Butane Pre heater as listed in Bill of Material attached with this specification.
- 1.2 It is not the intent to specify completely herein all details of design and construction of equipment or materials to be supplied or of services to be rendered. However, the equipment, materials and services shall conform in all respects to high standards of engineering design, workmanship and be capable of performing in continuous commercial operation in a manner acceptable to Purchaser who will interpret the meaning of drawings and specifications and shall have the power to reject any work or material which in his judgement are not in full accordance therewith.

All mandatory tests as per the applicable standard shall be conducted by the manufacturer and test certificates furnished.

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	ANNEXURE-II TO SPC SCOPE OF SUPPLY	SHEET 1 OF 3

SCOPE OF SUPPLY

SPEC.NO. TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED	SECTION: WRITE-UP
	ANNEXURE-II TO SPC SCOPE OF SUPPLY	SHEET 2 OF 3

SCOPE OF SUPPLY

1. OWNER'S SCOPE

Erection of Butane Pre heater including accessories and tie-up with the existing pipelines, cabling shall be carried out by others.

Detail Engineering and construction of all foundations for Butane pre heater shall be carried out by others based on the engineering inputs received from the bidder.

2. BIDDER'S SCOPE OF SUPPLY

2.1 This tender covers technical specifications of design, engineering, manufacturing, testing and commissioning, supervisory services for installation of the Butane Pre heater for Bharat Petroleum Corporation Limited (BPCL), Uran.

2.2 The equipment to be supplied under this specification shall be in accordance with the relevant Sections and Datasheets. Any item which may not have been specifically mentioned herein but are needed to complete the equipment / system shall also be treated as included and the same shall also be furnished, unless otherwise specifically excluded as indicated.

2.3 The Bidder's scope shall include the following:

2.3.1 Butane Pre Heater

- (a) The Butane Pre Heater along with the structures (bolted type) must be supplied as per SOP attached with this RFQ as per standards & Specifications mentioned.
- (b) Please note that the structures including columns, frames, operating and maintenance platforms along with staircase is in the scope of supply of bidder. All these structures shall be of bolted design to enable faster erection at site.

2.3.2 Instruments and controls as per details enclosed with this specification.

2.3.3 First fill of all lubricants and consumables.

2.3.4 Bidder shall provide the following engineering information

- (a) Preparation of P&I diagrams showing complete instrumentation & controls, line sizes, pipe material etc.
- (b) Preparation of general arrangement drawings in plans & sections identifying location of all equipment in plan & elevation, their supporting base frame, operation & maintenance area etc.
- (c) Providing details of load foundation requirement etc for carrying out the required civil works, details of any modification required in civil structures.
- (d) Supply of engineering information for interface points with power cabling.
- (e) Operation philosophy and control logic for instrumentation and controls.

SPEC.NO. TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED ANNEXURE-II TO SPC SCOPE OF SUPPLY	SECTION: WRITE-UP SHEET 3 OF 3
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- (f) Performance curves of models offered with duty point marked on it.
- 2.3.5 Base plates, foundation bolts, nuts and washers etc. required for each equipment.
- 2.3.6 Counter flanges with bolts, nuts, washers and gaskets for all equipment at all terminal points of equipment covered under Contractor's scope of supply.
- 2.3.7 Quality Assurance Plan (QAP) for all items/equipment to be manufactured/fabricated and bought out items/equipment to be supplied by sub bidders.
- 2.3.8 Inspection at bidder's works.
- 2.3.9 Arranging stage and final inspection from TCE/BPCL and obtain material dispatch clearance.
- 2.3.10 Packing, handling and transportation to site.
- 2.3.11 Supervision of Erection and commissioning of all systems/equipment.
- 2.3.12 One set of commissioning and start – up spares.
- 2.3.13 Mandatory spares (essential spares). Cost of these spares will be considered in Price Evaluation.
- 2.3.14 One set of recommended spares for 2 years of trouble free operation. (Contractor shall list the recommended spares and furnish the unit rates separately). Cost of these spares will not be considered in Price Evaluation.
- 2.3.15 One set of recommended maintenance tools and tackles. (Contractor shall list the same and furnish the unit rates separately)
- 2.3.16 Supervision of erection and commissioning, Trial Run, Reliability run and performance guarantee tests for the plant and equipment.
- 2.3.17 All consumables till the equipment is handed over to the Purchaser. Instruments and equipment required for the testing, commissioning and performance test should be arranged by bidder.
- 2.3.18 Training of BPCL's personnel including O&M staff as specified or required at bidders' facilities.
- 2.3.19 Hydrostatic testing of all equipment/items/piping as specified elsewhere in the specification/ as necessary.
- 2.3.20 Statutory approvals required for the equipment.
- 2.3.21 Submission of documentation such as:
- (a) Operation & Maintenance manual
 - (b) Records of inspection carried out at Bidder's/Sub bidder's works.
- 2.3.22 Drawings in hard copies and soft copies.
- 2.3.23 Preparing as Build drawing for Butane Pre Heater shall be by the BIDDER.

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	QUALITY MANAGEMENT SYSTEM	SHEET 1 OF 6

**BIDDER'S QUALITY MANAGEMENT SYSTEM
REQUIREMENTS**

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SPEC.NO. TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED	SECTION: WRITE-UP
	QUALITY MANAGEMENT SYSTEM	SHEET 2 OF 6

1.0 INTRODUCTION

This specification establishes the Quality Management System requirements to be met by BIDDER. In case of any conflict between this specification and other provisions of the tender document / MR / PR, the same shall be brought to the notice of BPCL, at the stage of bidding and shall be resolved with BPCL, prior to the placement of order.

2.0 DEFINITION

2.1 BIDDER

For the purpose of this specification, the word “BIDDER” means the person(s), firm, company or organization who is under the process of being contracted by BPCL for delivery of some products (including service). The word is considered synonymous to supplier, contractor or vendor.

2.2 PROJECT QUALITY PLAN

Document tailored from Standard Quality Management System Manual of BIDDER, specifying how the quality requirements of the project will be met.

2.3 OWNER

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

- ISO:9001-2000 (Quality Management Systems - Requirements)
- ISO:9004-2000 (Quality Management Systems - Guidelines for Performance Improvements)
- ISO:9000-2005 (Quality Management Systems - Fundamentals and Vocabulary)

4.0 QUALITY MANAGEMENT SYSTEM – GENERAL

Unless otherwise agreed with BPCL, the BIDDER proposed quality system shall fully satisfy all the elements of ISO 9001 – 2000 “Quality Management Systems – Requirements.” Evidence of compliance shall be current certificate of quality system registration to ISO 9001 or a recent compliance audit recommending registration from a Registrar acceptable to BPCL. The quality system shall provide for the planned and systematic control of all quality related activities for execution of contract. Implementation of the system shall be in accordance with BIDDER’S Quality Manual and PROJECT specific Quality Plan, which shall both, together with all related/referred procedures, be submitted to BPCL for review, comment and approval.

5.0 QUALITY SYSTEM REQUIREMENTS

5.1 BIDDER shall ensure that the responsible authority for execution of the order / contract has communicated the P0/ contract requirements including any

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	QUALITY MANAGEMENT SYSTEM	SHEET 3 OF 6
<p>identified or intended statutory and regulatory requirements to all concerned in sub-contractor's organization who are contributing to the execution of the PO/ contract.</p> <p>5.2 BIDDER shall establish a documented Quality Policy and Quality Objectives to achieve the specified and intended requirement of purchase order / contract.</p> <p>5.3 BIDDER shall identify and communicate the responsibilities and authorities of the personnel contributing to the execution of the order / contract.</p> <p>5.4 BIDDER shall deploy competent and trained personnel for various activities for fulfillment of PO / contract. BIDDER shall arrange adequate infrastructure and work environment to ensure that the specification and quality of the deliverable are maintained.</p> <p>5.5 BIDDER shall do the quality planning for all activities involved in delivery of order. The quality planning shall cover as minimum the following:</p> <ul style="list-style-type: none"> • Resources • Product / deliverable characteristics to be controlled. • Process characteristics to ensure the identified product characteristics are realized • Identification of any measurement requirements, acceptance criteria • Records to be generated • Need for any documented procedure. <p>5.6 Requirements for sub-contracting / purchasing of services specified in contract / tender shall be adhered to. Wherever requirements are not specified, the sub-contractor shall establish and maintain a system for purchasing / sub-contracting to ensure that purchased product / service conforms to specified requirements. Criteria for selection of sub-contractor, evaluation, re-evaluation, maintenance of purchasing data and verification of purchased product (sub-contractor services), constitute important components of this requirement.</p> <p>5.7 BIDDER shall plan and carry production and service provision under controlled conditions. Controlled conditions shall include, as applicable</p> <ol style="list-style-type: none"> a) The availability of information that describes the characteristics of the product b) The availability of work instructions c) The use of suitable equipment d) The availability and use of monitoring and measuring devices e) The implementation of monitoring and measurement 		
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<p>f) The implementation of release, delivery and post delivery activities.</p> <p>5.8 BIDDER shall validate any processes for production and service provision where resulting output cannot be verified by subsequent monitoring and measurement. This includes any process where deficiencies become apparent only after the product is in use or service has been delivered.</p> <p>5.9 BIDDER shall establish a system for identification and traceability of product / deliverable throughout product realization. Product status with respect to inspection and testing requirements shall be identified.</p> <p>5.10 BIDDER shall identify, verify, protect and safeguard Owner property (material / document) provided for use or incorporation into the product. If any Owner property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the Owner.</p> <p>5.11 BIDDER shall preserve the conformity of product / deliverable during internal processing and delivery to the intended destination. Requirements mentioned in the tender shall be adhered to.</p> <p>5.12 BIDDER shall establish system to ensure that inspection and testing activities are carried out in a manner that is consistent with the inspection and testing requirements. Where necessary, measuring equipments shall be calibrated at specified frequency, against national or international measurement standards; where no such standard exists, the basis used for calibration shall be recorded. The measuring equipments shall be adjusted or re-adjusted as necessary, identified to enable the calibration status to be determined. The measuring equipments shall be protected from damage during handling, maintenance and storage.</p> <p>5.13 BIDDER shall ensure effective monitoring, using suitable methods, of the processes involved in production and other related processes for delivery of the scope of contract.</p> <p>5.14 BIDDER shall monitor and measure the characteristics of the product deliverable to verify that product requirement has been met. The inspection (stage as well as final) by BIDDER and Owner personnel shall be carried out strictly as per the ITPs forming part of the contract. Product release or service delivery shall not proceed until the planned arrangements have been satisfactorily completed, unless otherwise approved by relevant authority and where applicable by Owner.</p> <p>5.15 BIDDER shall establish and maintain a documented procedure to ensure that the product which does not conform to requirements is identified and controlled to prevent its unintended use or delivery</p> <p>5.16 All non-conformities (NCs) / deficiencies found by the BIDDER'S inspection / surveillance staff shall be duly recorded, including their disposal action shall be recorded and resolved suitably. Effective corrective and preventive action shall be implemented by the BIDDER so that similar NCs including deficiencies do not recur.</p>		
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	QUALITY MANAGEMENT SYSTEM	SHEET 5 OF 6

- 5.17 All deficiencies noticed and reported by Owner shall be analyzed by the BIDDER and appropriate corrective and preventive actions shall be implemented. BIDDER shall intimate Owner of all such corrective and preventive action implemented by him.
- 5.18 BIDDER shall have documented procedure for control of documents and it shall be submitted for Owner comments.
- 5.19 All project records shall be carefully kept, maintained and protected for any damage or loss until the project completion, then handed over to Owner as per contract requirement, or disposed as per relevant project procedure.

6.0 AUDITS

BIDDER shall plan and carry out the QMS audit for the job. Quality audit programme shall be for systematic audit and surveillance of detailed design, procurement, construction management and commissioning, vendor and sub-contractors (as applicable). This shall be additional to the certification body surveillance audits carried out under BIDDER’S own ISO 9001 certification schemes.

The audit programmes and audit reports shall be submitted to OWNER /TCE as per BIDDER’S documentation requirement matrix. TCE or OWNER’S representative reserves the right to attend, as a witness, any audit conducted during the execution of the WORKS.

In addition TCE / Owner appointed third party may also perform a program of Quality and Technical compliance audits. BIDDER shall provide assistance and access to their systems and sub-contractor / vendor systems as required. Any deficiencies noted shall be immediately rectified by BIDDER.

7.0 PROJECT QUALITY PLAN REQUIREMENTS

BIDDER shall prepare and submit Project Quality Plan for review and approval. The BIDDER’S quality Plan shall address all of the applicable elements of ISO 9001, identify responsible parties within BIDDER’S organization, for the implementation / control of each area, reference the applicable procedures used to control / assure each area, and verify the documents produced for each area. The Project Quality Plan shall necessarily define control or make reference to the relevant procedures, for design and engineering, purchase, documentation record control, bid evaluation, inspection, quality control at contractor / sub-contractors, preservation, packaging and storage, quality control at construction site, pre-commissioning, commissioning and handing over (as applicable) in line with contract requirement and scope of work.

8.0 DOCUMENTATION REQUIREMENTS

The required QMS documents specified in BIDDER’S documentation requirements matrix shall be submitted for review / approval by TCE / Owner otherwise work shall not be allowed to continue.

BIDDER’S DOCUMENTATION REQUIREMENTS MATRIX

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	QUALITY MANAGEMENT SYSTEM	SHEET 6 OF 6

Sr. No.	Document	To Be Submitted		No. of Copies
		At Bid Stage	After Award of Job	
1.	Quality Manual	✓		04
2.	CVs of the personnel in BIDDER'S QA Organogram	✓		03
3.	Certificate of approval for compliance to ISO:9001 standard	✓		02
4.	Organization chart			
	a) for complete organization b) for the project	✓ ✓	✓	04 04
5.	Procedure for Control of Non-conforming Product		✓	04
6.	Procedure for Control of Documents		✓	04
7.	Sample audit report of the QMS internal and external audits conducted during last one year.	✓		03
8.	Project Quality Plan		✓	04
9.	Customer satisfaction reports from at least 2 customers, during the last five years.	✓		03
10.	Audit program for the project		✓	03
11.	a) project audit report		✓ As per audit plan	03
	b) corrective action report on the project audits			03
12.	Technical audit reports for the project		✓ As per audit plan	03



TATA CONSULTING ENGINEERS LTD.

General Purchase Conditions (GPC)

Project No.: TCE-6758A

BLENDING UNIT AT URAN LPG PLANT

Client: Bharat Petroleum Corporation Limited

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1.0 DEFINITIONS

Unless repugnant to the subject or context thereof, the following expressions herein used shall carry the meaning hereunder respectively assigned to each, namely:

(a) **“Bulk Consumables”** mean items specifically defined in the Contract Documents to constitute bulk consumables.

(b) **“Contract”** shall mean the contract as derived from:

- i) The Tender Documents / Request For Quotation;
- ii) Agreed Variations to the Tender Documents / Request For Quotation;
- iii) Vendor’s Priced bid; and
- iv) The Purchase Order / Work Order / Contract.

(c) **“Contract Document(s)”** shall mean individually and collectively the documents constituting the contract.

(d) **“Defect Liability Period”** in respect of:

- (i) Bulk Consumables shall be the date of delivery plus 6 (six) months
- (ii) In the case of other Material(s) shall be 18 (eighteen) months from the date of delivery or 12 (twelve) months after the same have been put in service or commissioned, whichever is earlier;
- (iii) In the case of altered or replaced Material(s):
 - (a) With respect to Bulk Consumables, shall be 6 (six) months from the date of alteration, repair or replacement as the case may be; and
 - (b) With respect to other Material(s), shall be 12 (twelve) months from the date of alteration, repair or replacement as the case may be.

(e) **“Delivery”**

- (i) with respect to Imported Material(s) means the date of completing shipment of the Material(s) on board the designated vessel or aircraft at the designated port or place of shipment, securely packed and loaded below deck and unless otherwise determined, shall be deemed to be the date of the relative Bill of Lading or Airway Bill; and



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- (ii) with respect to Indigenous Material(s) means the date of completing shipment of Material(s) F.O.R./F.O.T. securely packed and loaded and unless otherwise determined, shall be deemed to be the date of the relative Truck/lorry Receipt or Railway Receipt.
- (f) **“Earnest Money Deposit”** means the Demand Draft or Banker’s Pay Order or the bank guarantee furnished by the Vendor in lieu of cash in support of his/its bid as required by the Bid Documents.
- (g) **“Equipment”** means plant, machinery, equipment, instruments, computer, control and other electronic and electrical systems, and shall include parts, components, assemblies and sub-assemblies thereof.
- (h) **“Free Issue Material(s)”** means any equipment, parts or components or spares to be supplied by BPCL to the vendor, which are to be incorporated in any supply of Indigenous Material(s).
- (i) **“BPCL”** Bharat Petroleum Corporation Limited having its Registered office at 4&6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 and includes its successors, assigns and all persons through whom it acts in any matter for the purpose of the Tender or the Contract.
- (j) PMC shall mean M/s. TATA CONSULTING ENGINEERS LTD (TCE) having its office at Raj Plaza, L.B.S Marg, Vikhroli (W), Mumbai 400 083 India and engaged by BPCL as Consultant for their Project.
- (k) **“Imported Material(s)”** mean(s) the materials to be fabricated, manufactured or procured by the Vendor outside India for shipment to India under the Contract.
- (l) **“Indigenous Material(s)”** mean(s) materials to be fabricated, manufactured or procured by the Vendor within India for supply under the Contract.
- (m) **“Inspectors”** means Inspectors nominated, appointed, approved or deputed by BPCL/TCE for inspection of the Material(s) prior to Delivery.
- (n) **“Material(s)”** means any and all raw materials, manufactured articles, equipment, spares and other goods and supplies whatsoever and includes wherever applicable drawings, data, specifications and intellectual property rights and all services (including but not limited to design, fabrication, inspection, delivery and testing) required to be supplied, done, performed, prepared or undertaken to meet the requirements of the Contract.
- (o) **“Procurement Coordinator”** means the representative or agency appointed by BPCL/TCE for managing, expediting and/or coordinating the supply of Material(s).



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- (p) **“Project”** means LPG Plant & construction of Propane and Butane Blending facility at Uran LPG Plant.
- (q) **“Project Site”** means the site of the Project for which the Material(s) is/are required.
- (r) "NIT" means Notice Inviting Tender/ "NIB" means Notice Inviting Bid/ "IFP" means Invitation for pre-qualification.
- (s) "LIT" means Letter Inviting Tender/ "LIB" means Letter Inviting Bid.
- (t) "EMD" means Earnest Money Deposit
- (u) "GCC" means General Conditions of Contract
- (v) "GPC" means General Purchase Conditions
- (w) "SPC" means Special Purchase Conditions
- (x) "ITB" means Instructions to Bidder
- (y) "SCC" means Special Conditions of Contract
- (z) "SOP" means Schedule of Price(s)/ "SOR" means Schedule of Rate(s).
- (aa) "BEC" means Bid Evaluation Criteria.
- (bb) "BQC" means Bidders' Qualification Criteria.
- (cc) "Bidder/Tenderer" means any person, company, firm or body who are issued the Bidding Document by BPCL/TCE and submits the bid.
- (dd) "Bidding Document/Tender Document" means document to be issued to Bidder based on which Bid is to be submitted.
- (ee) "Bid/Offer" means the documents/proposal submitted by Bidder.
- (ff) "CD" means Compact Disc.
- (gg) Suppliers /Vendor – shall mean the person, firm or corporation to whom Purchase Order is placed and includes its successors and assigns.
- (hh) Goods / Materials - Goods and / or materials shall mean any of the articles / materials / machinery / equipment / supplies / drawings / data & other property and all services including but not limiting to design, delivery, installation, instructions, testing and commissioning specified or required to complete the order.



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- (ii) **“Purchase Order”** means BPCL’s acceptance of the Vendors’ offer/bid and includes any formal or detailed Purchase Order issued by BPCL pursuant to the acceptance of the bid.
- (jj) **“Stipulated Delivery Period”** means the date(s) for delivery of the Material(s) as stipulated in the Contract and failing such stipulation, shall mean the date(s) for such delivery(ies) as agreed between the Vendor and BPCL.
- (kk) **“Tender Documents”** with reference to the Purchase Order mean:
- (i) Material Requisition/Request for Quote;
 - (ii) General Terms and Conditions of Purchase;
 - (iii) Technical Specifications;
 - (iv) Special Conditions of Purchase (if any);
 - (v) Addendum(s) (if any) to the Tender Documents.
- (ll) **“Total Contract Value”** means total value of the Material(s) and services to be supplied as specified in the Purchase Order / Contract, exclusive of reimbursable taxes and duties.
- (mm) **“Contractor”** means any person, company, firm or body who may be engaged by BPCL for works and services connected with construction, installation, erection and commissioning of the facilities for the Project with or without supply of equipment/material.

2.0 INTERPRETATION OF CONTRACT DOCUMENTS

- 2.1 The several Contract Documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.
- 2.2 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or in any of them, the Vendor shall prior to commencing the relative supply or work for supply under the Contract apply in writing to BPCL for resolution of the doubt or ambiguity. Should the Vendor fail to apply to BPCL within 7 days from the date of receipt of the Order for its clarification as aforesaid, the Vendor shall perform the relative work and/or make the relative supply at his own risk.
- 2.3 Any item of supply or service relative thereto shown, indicated or included by expression or implication in any document forming part of the Contract shall be deemed to form part of the Scope of Supply with the intent that the indication or inclusion of the supply or service within any of the said documents shall be a sufficient indication of the Scope of Supply or service covered by the Contract.
- 2.4 No verbal agreement or assurance, representation or understanding given by any employee or officer of BPCL/TCE or so understood by the Vendor shall anyway bind BPCL or alter the Contract Documents unless specifically given in writing and signed by or on behalf of BPCL as an Agreed Variation to the relative term(s) in the Contract Document(s).



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- 2.5 Clause headings given in this or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of the various clauses, but shall not govern the meaning or import of the clauses there under appearing or confine or otherwise affect the interpretation thereof.

3.0 IRRECONCILABLE CONFLICTS

Subject to the provisions of Clause 2 hereof, in the event of an irreconcilable conflict between the provision of these General Terms and Conditions of Purchase and/or the Special Conditions of Purchase and/or Addendum (s) and/or the Agreed Variations to the Tender Documents and/or the Purchase Order and/or between any of the other said documents so that the conflicting provision(s) cannot co-exist, to the extent of such irreconcilable conflict, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely:

- (i) Agreed Variations to the Tender Documents;
- (ii) Purchase Order;
- (iii) Addendum(s) / Addenda (s) to the Tender Document;
- (iv) Special Conditions of Purchase;
- (v) General Terms and Conditions of Purchase;
- (vi) Other Contract Documents.

4.0 CONFIRMATION OF ORDER

- 4.1 Without prejudice to the formation of contract by acceptance of bid, the Vendor shall acknowledge the acceptance of the Purchase Order by signing and returning the duplicate/photocopy within 7 (seven) days following receipt of the Purchase Order and such acknowledgement shall constitute conclusive evidence of a concluded contract without exception, on the terms and conditions set out in the Bid Documents.
- 4.2 Should the Vendor fail to acknowledge acceptance of the Purchase Order within the period specified above, BPCL may, without prejudice to any other right or remedy available to it, forfeit the Earnest Money Deposit.

5.0 PRICE

- 5.1 Unless otherwise specifically stipulated, the price shall be firm and shall not be subject to escalation for any reason.
- 5.2 **Oils & Lubricants:** The first fill of oils and lubricants for every equipments shall be included in the price. Bidders shall also recommend for quality and quantity of oils and lubricants required for one year continuous operation.



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- 5.3 **Spare Parts:** Bidders must furnish itemized price list of spare parts required for
- a) Vendor recommended mandatory spares
 - b) Commissioning spares, tools & tackles
 - c) Two years spars for trouble free operation and maintenance
 - d) Vendor recommended Insurance spares
- 5.4 The bidders shall furnish the present rate of excise / customs duty CVD, education cess and VAT / CST as applicable and is payable on production of documentary evidence. VAT credit shall be considered while evaluating (where ever applicable).
- 5.5 The bidders should mention clearly in his bids whether he has opted for composition scheme or standard deduction method or Actual non-materials value method. Rate and amount of such VAT (WCT) being quoted, has to be given for evaluation. Preferred method to be followed is composition scheme.
- 5.6 BPCL may claim Cenvat on service tax. The bidders should quote service tax separately (In rates as well as in values). Bidders are required to furnish serially numbered and signed invoices/bill / challan containing the following details:
- i Name, address and registration number of service provider.
 - ii Name and address of person receiving taxable service.
 - iii Description, classification and value of taxable service provided.
 - iv Service Tax Payable.
- 5.7 Service tax & Education cess thereon shall be payable extra as actual against copy of Service tax invoice. Bidders shall furnish the present rates of service tax and education cess as applicable.
- 5.8 Any Statutory variation in excise duty / VAT on finished goods, within the contractual delivery date, shall be on owner's account, against submission of documentary evidence. However, in case of delay in delivery beyond the contractual date, for reasons attributable to seller, any increase in these rates shall be borne by seller, whereas any decrease shall be passed on to the owner.
- 5.9 Further, in case of delay in delivery, due to reasons attributable to seller, any new or additional taxes, duties or levies imposed after the contractual delivery date shall be on seller's account.
- 5.10 For the purpose of applicability of statutory variations on trade tax/sales tax, excise duty and education cess (including imposition of any new taxes/duties/levies, etc.) under above terms, each staggered delivery lot (due in a specific month as per delivery schedule) shall be considered delivery date for the respective lot(s).



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- 5.11 Foreign suppliers' bid shall be compared considering Bill selling foreign exchange rate as on the date of priced bid opening, as provided by BPCL, on request of TCE.
- 5.12 Suppliers' prices shall be inclusive of third party inspection charges. Third Party Inspection agency shall be nominated by TCE/ BPCL.
- 5.13 Excise duty, sales tax, service tax, VAT and Works Contract Tax shall not be included in the quoted prices and shall be payable extra at actual. Work contract tax shall be included in the quoted prices and no variation shall be payable by BPCL. Further, the amount of excise duty, service tax and VAT shall be payable only against submission of cenvatable/ vatable invoices and in case of non-submission, will not be paid.
- 5.14 If it is stipulated that octroi, terminal taxes and entry taxes are to be borne by BPCL, the Vendor shall arrange for the transporter to pay the octroi, terminal taxes and/or entry taxes, if any leviable and claim reimbursement thereof from BPCL against proof of payment.
- 5.15 If it is stipulated that dispatch shall be on "freight to pay basis", the Vendor shall advise the transporter to collect the freight from BPCL after the full quantity of the Material(s) has/have been delivered in good condition to the Project Site.
- 5.16 Unless otherwise stipulated, the price of Imported Material(s) shall be the FOB /FCA price of Material(s) and shall be inclusive of sea/air worthy water-proof packing and forwarding charges and loading of Material(s) below deck of vessel and all taxes upto delivery of Material(s) at stipulated Indian Port, shipped through Indian flag vessels, but shall be exclusive of marine/air insurance and ocean/air freight. Except for stipulations to the contrary in the Contract, the provisions of FOB (INCOTERMS-2000) shall apply to ocean shipments and the provisions of FCA (INCOTERMS-2000) shall apply to air shipments.

6.0 FREIGHT, TAXES AND DUTIES

- 6.1 Subject to the provisions of Clause above, Excise duty and Sales tax/VAT payable on the sale and delivery of Material(s) pursuant to the Contract will be paid in the case of Sales tax and reimbursed in the case of VAT and Excise duty at actual within the contractual delivery date. Any increase in the rates of Excise Duty & VAT beyond the contractual completion date or approved extended contractual completion date will be borne by BPCL to the extent CENVATABLE documents passed on to BPCL and BPCL is in a position to get the CENVAT claim from the authorities. However, the benefit of any reduction must be passed on to BPCL
- 6.2 Taxes and duties payable or reimbursable by BPCL to the Vendor on the supply of Indigenous Material(s) shall be included in and shown



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separately in the Vendor's invoice for the Material(s). However, the Vendor shall not be entitled to claim payment from the bankers or BPCL of CENVATABLE or VATABLE taxes or duties on which BPCL would be entitled to other credits (presently Excise Duty, Value Added Tax (VAT) and Service Tax) without furnishing BPCL the documents required for BPCL to avail of the full CENVAT / VAT or other tax benefits available to BPCL against the payment of the tax. The Vendor shall prior to despatch of the Material(s) obtain from BPCL a list of the documents required by BPCL to enable it to avail of the relative benefits. Payment or reimbursement of the CENVATABLE / VATABLE / other taxes and duties on which credit is available to BPCL shall be made upon the Vendor furnishing the relevant documents.

- 6.3 Freight and/or octroi and entry and/or terminal taxes, if any, payable or reimbursable by BPCL shall be invoiced separately and shall be paid/reimbursed by BPCL after receipt of the Material(s) at the Project Site and satisfactory proof of payment of the relative octroi, entry and/or terminal taxes, as the case may be.
- 6.4 The statutory variation in customs duty shall be subject to the following guidelines and the supplier shall confirm the following in their bid:
- (b) Maximum CIF value of import content shall be furnished in the bid.
 - (c) The material to be imported covering the above CIF value to be indicated in the bid.
 - (d) Any increase in price due to increase in customs duty rate beyond two-third of the quoted delivery period will be to supplier's account. However, any decrease in price due to decrease in customs duty rate at the time of actual clearance of imported materials shall be passed on to BPCL.
 - (e) Variation in price due to customs duty rate will be dealt with separately after receipt of materials at site against documentary evidence.
- 6.5 Freight, taxes and duties are not intended to operate as a profit centre but are intended only to meet the relevant costs incurred on this account. If any reimbursement or collection of the taxes or duties by the Vendor from BPCL is in excess of the freight, taxes and/or duties actually paid by the Vendor, the Vendor shall forthwith refund such excess to BPCL together with interest thereon at 1% (one percent) per annum above the Prime Lending Rate of the State Bank of India from the date of collection until the date of refund.



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7.0 EARNEST MONEY

- 7.1 A bid is liable to be rejected unless it is supported by earnest money of a value as provided in the Purchase Requisition/ Request for Quote/ Special Conditions of Purchase.
- 7.2 Earnest Money by the tenderers shall be accepted either in the form of Crossed Demand Draft or Bank Guarantees from any Indian scheduled bank which includes Indian branch of foreign bank recognized as scheduled bank by RBI of DD or BG in favour of BPCL) . Foreign Bidders may also submit bank guarantee from an international bank of repute having a branch in India or having correspondent banking relationship with an Indian scheduled bank, in which case the Bank Guarantee shall be countersigned by their Indian Branch or by any Scheduled Indian Bank. The bid security shall be in US Dollars for foreign bidders and in Indian Rupees for domestic bidders. The Bank Guarantees shall be valid for a period of 9(nine) months from the date of submission of bid including 3 months claim period.
- 7.3 If the Earnest Money is in the form of a Bank Guarantee, the validity of the Bank Guarantee shall be extended by the Vendor at the Vendor's cost and initiative for a period of 3 (three) months beyond the date of the acceptance of bid by BPCL, failing which the Bank Guarantee may be encashed by BPCL and the proceeds held as security for the performance of Vendor's obligation and the due discharge of Vendor's liability under the resultant Contract until the Vendor acknowledges the acceptance of the Purchase Order and furnishes the Performance Guarantee. Should the Vendor fail to accept the Purchase Order and/or furnish the Performance Guarantee within the time specified in this behalf, or specifically permitted by BPCL for the purpose, BPCL may encash the Bank Guarantee furnished by the Vendor by way of Earnest Money Deposit and/or forfeit such proceeds or other encashable Earnest Money Deposit held by it in cash without prejudice to any other right or remedy available to it.
- 7.4 The Earnest Money paid by the unsuccessful bidder(s) shall be refunded/returned within 15 days of the finalization of the Tender by BPCL.
- 7.5 Earnest Money furnished by a tenderer may also be forfeited in the following circumstances:
- (a) If the tenderer alters or modifies or withdraws their bid prior to opening of the price bid and within the specified validity period of the Tender; or
 - (b) If the tenderer withdraws their bid after the Tender is opened.
- 7.6 EMD for limited tender is not required in case of
- a) Small Scale Units registered with the National Small Industries Corporation. The exemption shall, however, be only to the items



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for which the small-scale industries hold the registration with National Small Industries Corporation. The certificate issued by the National Small Industries Corporation should be valid on the date of opening of the tender.

- b) Govt. organization & Public Sector Undertaking of the Central/ State Government
- c) BPCL's registered vendors

7.7 EMD for public/press tender is not required in case of

Small Scale Units registered with the National Small Industries Corporation. The exemption shall, however, be only to the items for which the small-scale industries hold the registration with National Small Industries Corporation. The certificate issued by the National Small Industries Corporation should be valid on the date of opening of the tender.

8.0 VENDORS' DRAWINGS AND DATA REQUIREMENT

The Vendor shall submit drawings, data and documentation in accordance with (but not limited to) what is specified in the Purchase Requisition/Tender documents and/or Vendor's drawing and data form attached to the Purchase Order, within 15 (fifteen) days of the Purchase Order. The types, quantities and time limits for submitting these must be respected by the Vendor and the Material(s) shall be deemed not to have been delivered for all purposes (including payment) until completion of the said submissions to the satisfaction of BPCL.

9.0 FREE ISSUE MATERIALS (for incorporation in the Indigenous supply)

If the Purchase Order involves the incorporation of any Free Issue Material(s):

- (f) The Vendor shall prior to taking delivery of the Free Issue Material(s) arrange for a Bank Guarantee for the full value of the Free Issue Material as per BPCL format valid from the date of the receipt of the Free Issue Material(s) until delivery of the Material(s) in which the Free Issue Material(s) has/have been incorporated.
- (g) The Vendor shall inspect the Free Issue Material(s) at the time of taking delivery thereof and satisfy itself of the quality, quantity and condition of the Free Issue Material(s). BPCL shall not be liable for any claims or complaints whatsoever in respect of the quality, quantity or condition of the Free Issue Material(s) once the Vendor has taken delivery thereof.
- (h) All Free Issue Material(s) shall be taken delivery of, transported, held, stored and utilized by the Vendor as trustee of BPCL, and delivery of the Free Issue Material to the Vendor shall constitute an entrustment



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thereof by BPCL to the Vendor with the intent that any transportation, utilization, application or disposal thereof by the Vendor otherwise than for incorporation in the Indigenous Material(s) shall constitute a breach by the Vendor.

- (i) The Vendor shall transport the Free Issue Material(s) only by such transportation as is suitable and shall hold and store the Free Issue Material(s) only at such place and/or premises that are air and water tight and otherwise suitable for the storage of the Free Issue Material(s) so as to prevent damage or deterioration or theft or other loss, and shall arrange such watch and ward as shall be necessary to ensure the safety thereof.
- (j) Notwithstanding the Bank Guarantee mentioned in sub-paragraph (a) above, the Vendor shall replace any Free Issue Material(s) which is/are lost, damaged, misused, stolen or deteriorated with other Material(s) of equivalent quantity and quality and condition, and the same shall be deemed to constitute Free Issue Material(s) and the provisions of sub-paragraphs (a) to (f) hereof shall apply thereto in the same manner as to the originally supplied Free Issue Material(s).
- (k) Unused Material(s) from the Free Issue Material(s) shall be returned by the Vendor to BPCL and if BPCL so directs, the Vendor shall dispose of the same by sale or otherwise on such terms and conditions as BPCL may stipulate or approve and the Vendor shall pay to BPCL the sale proceeds of the Material(s) so disposed of by sale.

10.0 THE BILL OF MATERIAL(S)

- 10.1 Where the price of Material(s) is a lump sum price and pro-rata payment is envisaged in the Purchase Order, the Vendor shall within 7 (seven) days of the issue of the Purchase Order furnish to BPCL for approval, a priced and detailed Bill of Material(s)/ Billing Schedule as required covering all Material(s), which shall conform to the price break-up and Total Contract Value given in the Purchase Order. The Bill of Material(s) shall operate as the Billing Schedule for payment of the price of the Material(s). In preparing the Bill of Material(s), the Vendor shall ensure that all contracted Material(s) are included in the Bill of Material(s) so as to ensure that BPCL is not required, due to any oversight or omission, to pay any taxes and duties on a value in excess of the total Value indicated in the Contract.
- 10.2 The Material Safety Data Sheets in the case of catalysts and chemicals and other items where ever applicabe shall also be submitted within 7 (seven) days after receipt of the Purchase Order.



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11.0 MODIFICATION

- 11.1 BPCL shall have the right to request changes or modifications in the technical documents and/or specifications comprised in the Contract, subject to the Vendor's approval thereto. BPCL shall bear any additional cost and shall be entitled to the benefit of any reduced cost resultant upon any such change or modification.
- 11.2 As soon as possible after receipt of a written request from BPCL for change(s), the Vendor shall furnish in writing to BPCL an estimate of the additional cost or benefit for the change(s) and/or modification(s) requested and its effect on the delivery date. On agreement with respect to the enhanced/reduced cost and modified delivery time, which shall be finalized within 10 (ten) days of the request for the modification, BPCL shall issue an amendment to the Purchase Order, and the Vendor shall promptly proceed with the change(s)/modification(s) contemplated by the amended Purchase Order / Contract.

12.0 SUB-CONTRACTS

- 12.1 The Vendor shall not assign the Sub-Contract in whole or part without obtaining the prior written consent of BPCL.
- 12.2 The Vendor shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to BPCL together with the assignee, for and in respect of the due performance of the Contract and the Vendor's obligations there under.

13.0 EXPEDITING

- 13.1 BPCL/TCE may appoint a Procurement Coordinator to manage, expedite and coordinate the manufacture, shipment and/or despatch of Material(s) covered by the Contract.
- 13.2 The Vendor shall furnish to the Procurement Coordinator within 7 (seven) days of receiving the Purchase Order, the required number of copies of documents including but not limited to Schedule of manufacture/PERT chart, unpriced copies of sub-orders, phased programme of item-wise manufacturing, testing and delivery and any other information and/or documents as may be called for by the Procurement Coordinator.
- 13.3 The Procurement Coordinator shall have free access to the Vendor's shop and sub-suppliers' shop during normal working hours and shall be provided all the necessary assistance and information to help him perform his job.



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14.0 RESPECT FOR DELIVERY DATES AND PRICE DISCOUNT / DELAYED DELIVERIES

- 14.1 The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 14.2 If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL/TCE in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- 14.3 In the event of delay beyond the contractual progressive delivery date for reasons not attributable to BPCL and not constituting conditions of force majeure, it will be at BPCL's discretion, without prejudice to his other rights under the contract, to accept delayed delivery, but at the prices reduced at the rate of 1% (one percent) of the order value of delayed goods / supplies per week of delay or part thereof, subject to a maximum of 10% (ten percent) of the total order value.

The above price reduction schedule for delay in delivery shall be applicable for delay in delivery for all indigenous/imported items required for the project.

Further, in case of delay in delivery, the vendor shall calculate the applicable price reduction for delayed delivery and raise their invoices net of the same.

- 14.4 Without prejudice to its rights under Clause above hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, BPCL may at any time after the expiry of the stipulated date(s) of Delivery in respect of any Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.



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15.0 DELAYS DUE TO FORCE MAJEURE

In the event of causes of Force Majeure occurring within the contractual delivery period and if they impede the performance of contract, the delivery dates shall be extended on receipt of application from the Vendor / Owner without imposition of penalty. Only those causes which depend on natural calamities, civil wars, fire and national strikes which have a duration of more than seven consecutive calendar days are considered the causes of force Majeure. The decision of Owner shall be final and binding on Vendor.

The Vendor must advise the Owner by a registered letter duly certified by Local Chamber of Commerce or statutory authorities and Owner must advise the Vendor by a letter, the beginning and the end of the delay immediately, but in no case later than within 10 days of the beginning and end of such causes of Force Majeure condition as defined above. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for period exceeding 60 days either party may at its option terminate the contract.”

16.0 WARRANTY OF TITLE

- 16.1 The Vendor warrants that the Material(s) sold and supplied by it to BPCL pursuant to the Contract shall be free from any and all defects in title including but not limited to any charge, third party claim, mortgage, hypothecation, foreclosure, lien, restriction, injunction, attachment or encumbrance whatsoever and shall hold and keep BPCL indemnified from and against any and all contrary claims, demands, actions and proceedings and all costs (including legal costs), charges, expenses and losses suffered or incurred by BPCL as a consequence thereof and/or to defend any such claim, demand, action or proceeding.
- 16.2 The Vendor shall be understood to have represented to BPCL that the use by BPCL of the Material(s) supplied by the Vendor will not infringe any third party patent rights or pending patent applications or other intellectual property rights. Accordingly, the Vendor will hold harmless and indemnify BPCL & TCE against all costs (including legal costs), charges and expenses incurred or any damages or other sums that may be assessed or become payable under any decree or judgment of any court or under any settlement resulting from any suit, claim or action for infringement of third party patents or other third party intellectual property.



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17.0 INSPECTION AND TESTING

- 17.1 Third Party Inspection Agency where ever applicable shall be nominated by BPCL. In general the following TPIA's are in the approved list viz. Lloyds, DNV, BV. However the bidder has option to specify in his bid the choice of the TPIA.
- 17.2 In addition to any tests to be conducted by the Vendor under the Contract or any applicable codes or standards, the Material(s) shall be subject to inspection and/or testing by Inspector(s) (including Third Party Inspector(s)) at any time prior to shipment and/or despatch and to final inspection within a reasonable time after arrival at the Project Site. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.
- 17.3 In addition to testing and inspection by Inspectors, BPCL may nominate an institutional agency like Boiler-Inspectorate for official testing of coded equipment. The Vendor shall ensure that all procedures for preparation and performance of tests prescribed by such institution shall be scrupulously complied and observed.
- 17.4 Unless otherwise specified in the Contract, the inspection shall be carried out as per the relevant standards/scope of inspection provided along with the Tender Enquiry/Purchase Order. All charges for Third Party Inspectors shall be borne by the Vendor and BPCL shall reimburse these charges at actual against documentary proof of payment (limited to the amount indicated in the Contract towards third party inspection,) unless such inspection has become infructuous for any cause.
- 17.5 All manufacturers' mill test certificates and analytical reports from material laboratories in respect of raw materials employed and components incorporated shall have to be presented by the Vendor.
- 17.6 Before shipping or despatch, the Material(s) will have to be checked and stamped by the Inspector(s) who may forbid the use and dispatch of any equipment and/or Material(s) which during tests and inspection fail(s) to comply with the specifications, codes and testing or other contractual requirements applicable thereto, and the Vendor shall not tender such rejected Material(s) for supply to BPCL nor shall incorporate the same in any Material(s) to be tendered for supply to BPCL.
- 17.7 The Vendor will inform BPCL at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/its sub-Suppliers' works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the



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Material(s), getting additional tests conducted and final stamping of the Material(s).

- 17.8 All tests will be performed at the Vendors' expense and if required by the Inspector(s), shall be conducted in accordance with the Inspector's instructions. The Vendor shall also bear the expense for the preparation and rendering of tests required by the Boiler Inspectorate or other statutory testing or certifying agencies/institutions.
- 17.9 Unless otherwise specified, all charges for the Inspection shall be borne by the Vendor.
- 17.10 BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's / TCE's representative(s) to witness the tests/inspections, the Vendor shall notify BPCL/TCE at least 15 (fifteen) days in advance, of the schedule of all inspection hold points prior to the initiation of equipment fabrication. BPCL shall be notified eight (8) calendar days in advance of any changes in the schedule of inspection. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 17.11 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract.
- 17.12 The Vendor's responsibility shall also not be anyway reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined or commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- 17.13 Unless otherwise specifically permitted by the Contract, no Material(s) shall be dispatched for delivery or delivered under the Contract without being stamped or otherwise approved for delivery by the Inspector(s).
- 17.14 Notwithstanding approval by the Inspector(s), if on testing and/or inspection after receipt of the Material(s) at Project Site, any Material(s) is/are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.



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18.0 ACCEPTANCE OF MATERIALS & GUARANTEES

- 18.1 The Vendor acknowledges that notwithstanding the provision or approval of any drawings, designs, specifications, source of supply or other data relative thereto by BPCL and/or the testing of Material(s) in accordance with the requirements of the Contract or any applicable code or specification and/or any inspection of the input or Material(s) by the Inspector(s) or issue of an Inspection Certificate relative thereto and/or any other act, matter or thing done or required by BPCL to satisfy itself of the quality, quantity, sufficiency or efficiency of the Material(s) prior to delivery thereof and/or the transfer of title and/or risks in relation to the Material(s), shall not be deemed or understood to constitute acceptance of the Material(s) by BPCL nor shall BPCL be understood to have accepted any Material(s) other than plant, machinery, equipment and parts and components unless such Material(s) have been received at the Project Site of BPCL and found to be acceptable as evidenced by a Certificate of Acceptance issued by BPCL/TCE, and in case of plant, machinery, equipment and parts and components, unless they have been incorporated into the relative Project Unit and the said Unit has been tested and the relative plant, machine, equipment, part or component has successfully functioned without patent defect.
- 18.2 To this end, the Vendor guarantees that:
- (i) All materials used in the execution of the Contract and all Material(s) used in performance thereof shall be in strict compliance and conformity to the characteristics, requirements and specifications of the Contract and suitable for the purpose for which such Material(s) are intended to be used if such purpose has been disclosed or is/are suitable for use to which such Material(s) are ordinarily put to use, if such purpose has not been disclosed.
 - (ii) In the case of machinery, plant or equipment with rated capacities, outputs or other characteristics, that the machinery, plant or equipment as the case may be, shall function to such capacities and/or outputs and shall meet the other characteristics required in respect thereof.
- 18.3 The Vendor further undertakes to replace any Material(s) if found not to conform to the guarantees aforesaid at any time during the defect liability period applicable thereto. BPCL shall give written notice of the defect to the Vendor and of the rejection of the defective Material(s).
- 18.4 If the defect can be rectified or repaired without diminishing the quality, utility, efficiency or life of the Material(s) (of which BPCL / TCE shall be the sole judge), instead of outright rejection of the Material(s) BPCL may at its discretion permit the Vendor to rectify the defect(s) within a period to be specified by BPCL in this behalf in the notice. Should the Vendor fail to take action satisfactory to BPCL to rectify the defect(s) within the period specified, BPCL may at its option, at the risk and cost of the



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Vendor in all respects, rectify or repair or cause to be rectified or repaired the defect(s) either by itself or through any other source or agency, or to reject the defective Material(s).

- 18.5 Should BPCL, notwithstanding the endeavour to do so, be unable to rectify or repair or get rectified or repaired the defect(s) within a reasonable time, BPCL may, notwithstanding such endeavour reject the defective Material(s).
- 18.6 The Vendor shall repair, rectify and/or replace, as the case may be, the defective and rejected Material(s) without entitlement to any extra payment. DDP (INCOTERMS 2000) shall apply for such replacement parts or components or Material(s) at Project Site with respect to imported parts or components or materials.
- 18.7 The Vendor shall at its own risk and cost remove any rejected Material(s) from the Project Site, and in case of plant, machinery, equipment, parts or components which have been installed, cause the same to be dismantled and removed from the Project Site subject to the Vendor in all cases prior to the removal of the rejected Material(s) from the Project site:
- (i) furnishing a bank guarantee to BPCL from a Scheduled bank in India (including an Indian branch of a foreign bank acceptable to BPCL) and in a BPCL format for the value paid by BPCL on the Material(s) rejected; and
 - (ii) undertaking to replace the rejected Material(s) with other Material(s) conforming to the Vendor's guarantees aforesaid applicable thereto.
- 18.8 The Vendor shall not without the prior written consent of BPCL utilize any rejected Material(s) in the re-supply.
- 18.9 The Defect Liability Period with respect to any Material(s) replaced, repaired and/or rectified shall be reckoned from the date of such replacement, repair and/or rectification as the case may be.
- 18.10 Should the Vendor fail to dismantle and/or remove any rejected Material(s) from the Project Site within the time specified in the notice of rejection, BPCL may without prejudice to any other right or remedy, at the risk and cost of the Vendor cause the rejected Material(s) to be dismantled and sold by public auction or private treaty as it deems fit and hold or adjust the sale proceeds for the recovery of the cost of dismantling, sale and removal of the rejected Material(s) and any amount paid by BPCL towards the price of the rejected Material(s). In so doing, BPCL shall not act as a trustee or constructive trustee of the Vendor and shall be entitled to act solely on the basis of its best judgment without being accountable or liable to the Vendor in any manner except for the proceeds of the sale.



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- 18.11 The time taken for the repair, rectification or replacement of Material(s) will not be added to the stipulated Delivery date for the purpose of calculating price discount, and delivery of such Material(s) shall be the date of Delivery of the repaired, rectified or replaced Material(s).
- 18.12 As security for the due performance of its obligations and the due discharge of its liabilities under the Contract, the Vendor shall within 15 (fifteen) days of the issue of the Purchase Order furnish to BPCL a Bank Guarantee issued by a Scheduled Bank in India acceptable to BPCL, in the BPCL format. The Bank guarantee shall remain in force for the entire period required for the performance of the contract and the defect liability period plus a 3 (three) months claim period thereafter. Any shortfall in the value of the Bank Guarantee, as a result of encashment by BPCL either in full or in part, shall be made good by the Vendor within 7 (seven) days of notice by BPCL to the Vendor in this behalf. Any failure by the Vendor to furnish the Bank Guarantee or to enhance the Value of the Bank guarantee as stated above shall constitute a default by the Vendor for which BPCL shall, without prejudice to any other right or remedy available to it, be entitled to terminate the Contract with consequences as indicated in clause 12.4, the provisions whereof shall mutatis mutandis apply.

19.0 WEIGHTS AND MEASUREMENTS

- 19.1 The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Contract Documents, in respect to the following data:
- a. Unit net weight
 - b. Unit gross weight (including packing)
 - c. Dimensions of packing
- 19.2 All weights and measurements recorded by the Procurement Co-ordinator or Inspector(s) on receipt of the Material(s) at the Project site will be treated as final.

20.0 PACKING & MARKING

- 20.1 All Material(s) shall be suitably packed in weatherproof seaworthy/airworthy packing for ocean/air transport under tropical conditions and/or for rail and road or other appropriate transport within India. The Vendor shall ensure that the packing is strong enough to ensure safety and preservation of the Material(s) upto the Project Site or other point of final destination.
- 20.2 Material(s) shall be protected by a suitable coat of paint and all bright parts shall be protected from rust by application of rust preventives as may be necessary. All machinery surfaces shall be suitably protected.



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- 20.3 For uniform Material(s) when packed in several cases/crates, progressive serial numbers shall be indicated on each end. In case of bundles, the shipping marks shall be embossed on metal tag and wired securely on each end.
- 20.4 A distinct colour splash in say red-black around each package/ crate/ bundle shall be given for identification.
- 20.5 All nozzle holes and openings as also all delicate surfaces shall be carefully protected against damage and bad weather. Flange faces of all nozzles shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint or as specified in the specification.
- 20.6 All threaded fittings shall be greased and provided with a plastic cap. All pipes and sheets shall be marked with strips bearing progressive numbers.
- 20.7 All small pieces shall be packed in cases. All fragile and exposed parts will be packed with care and packages will bear the words "HANDLE WITH CARE" in English and in the case of Indigenous Supply, in Hindi also.
- 20.8 The Vendor shall be held liable for all damages or breakages to the Material(s) due to defective or insufficient packing as well as for corrosion due to insufficient greasing/protection.
- 20.9 On three sides of the packages, the Vendor shall affix or cause to be affixed the following marks clearly visible in indelible paint

FROM:

VENDOR

TO:

BHARAT PETROLEUM CORPORATION LTD.
[Address] INDIA

PROJECT NO. TCE-6758A

PROJECT NAME: BLENDING FACILITY

CONSULTANT: TATA CONSULTING ENGINEERS LIMITED

PURCHASE ORDER NO.: [] Rev. No.: []

ITEM CODE : [] EQUIPMENT NOMENCLATURE: []

NET WEIGHT: []kg/lb

GROSS WEIGHT: []kg/lb

CASE NO.: []OF []

TOTAL CASES []

DIMENSIONS: []

IMPORT LICENCE NO.[]

NOTE:Marking shall be bold with a minimum letter height of 5 cm.



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- 20.10 For every shipment, packages must be marked with serial progressive numbering. The numbering will be progressively continued for each subsequent shipment covering the Contract.
- 20.11 All packages will bear warning signs on the outside denoting the center of gravity and sling marks. Packages that require special handling and transport shall have their centers of gravity and points at which they may be gripped clearly indicated and marked "Attention Special Load Handle With Care" in English Language. Any other direction for handling shall also be clearly indicated on the package.
- 20.12 Top heavy containers will be marked either "TOP HEAVY" or "HEAVY ENDS".
- 20.13 When packing is clean and light colored, a dark black stencil paint shall be acceptable. However, where packing is soiled or dark, a coat of flat Zinc white paint shall be applied and allowed to dry before applying the specific marking(s).
- 20.14 Colour codification shall be used to identify different items e.g, IBR, NACE, Fire Safety Items etc.
- 20.15 In case of large equipments like vessels, heat exchangers etc., documents contained in a waterproof envelope shall be fastened inside a shell connection with an identifying arrow sign "DOCUMENTS" applied with indelible paint.

21.0 SHIPMENT AND SHIPMENT NOTICES

For Indigenous Material(s)

- 21.1 Unless otherwise advised by BPCL or the Procurement Co-ordinator in writing, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 21.2 The Vendor shall exercise due care to ensure that the consignment is booked under appropriate railway classification, failing which any additional freight incurred by BPCL due to the Vendor booking the Material(s) under a wrong railway classification shall be borne by the Vendor.
- 21.3 The Material(s) shall be consigned in the name of the consignee viz. BHARAT PETROLEUM CORPORATION LTD., [Site address]
- 21.4 The Material(s) shall be transported only through bank approved transporters by the most economical and expeditious mode of transport



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to the destination as applicable for respective mode of despatches as follows :

- (a) By Rail in wagon load consignment to : *[Name and address of Site / Project to be specified]*
- (b) By road transport to : *[Name and address of Site / Project to be specified]*

BPCL and the Procurement Coordinator shall have the right to advise any change in despatch point or destination and/or mode of transport in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

- 21.5 Immediately after shipment, the Vendor shall inform despatch particulars to BPCL/ Procurement Coordinator hereunder:

1 copy to CEM (E & P)-WEST, BPCL, Sewree Office *[Address & Fax no]*
 1 copy to Project Leader, BPCL, Uran Office *[Address & Fax no.]*
 1 copy to Resident Construction Manager, TCE at BPCL Uran addressed to: *[Address & Fax no.]*
 1 copy to Project Manager, TCE, Mumbai office

For Imported Material

- 21.6 The Vendor shall make shipment only after prior approval of the Inspector(s) unless otherwise specifically authorized in writing by BPCL or the Procurement Coordinator. As soon as any shipment is made, the Vendor shall send advance information by way of FAX message to the *[Fax No +91 022 24168001]* to the **CHIEF ENGINEERING Manager (E&P)-WEST, BHARAT PETROLEUM Corporation Ltd.,** giving particulars of the shipments, vessel's name, port of shipment, Bill of Lading number and date for ocean shipment and Airway Bill number & Date & Flight details for air consignment, total FOB and freight value with confirmation copy to BPCL, addressed to *[designation and address]*
- 21.7 For import items Shipping Corporation of India shall be given first preference as a carrier

22.0 MARINE AND TRANSIT RISK INSURANCE

- 22.1 Marine/Air and Transit Risk Insurance shall be covered by BPCL against its Open General Policy.
- 22.2 The Vendor shall send BPCL information of the proposed shipment/consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action for the marine/air/transit insurance of the shipment/consignment.



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22.3 The Vendor shall advise the despatch particulars of the shipment/consignment to the Insurance Company by fax / email under advice to the Procurement Coordinator promptly after shipment to ensure that the consignment is fully covered by insurance. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.

23.0 SHIPPING AND SHIPPING DOCUMENTS

23.1 For Imported Materials(s)

- (a) The Vendor shall arrange with Vessel owner(s) or Forwarding Agent(s) specified in the Contract Documents for proper storage of the Material(s) in a manner so as to facilitate the handling and off-loading at the port of destination and to avoid any over carriage on discharge. All shipment by ocean vessel shall be under deck.
- (b) The Bill(s) of Lading/Airway Bill shall be made out in favor of "BHARAT PETROLEUM Corporation Ltd." E & P, Western Region, Sewree office or to the order of the L/C opening bank, and the notify column should indicate [CEM, E&P-WEST] BHARAT PETROLEUM Corporation Ltd., Western Region, Sewree
- (c) All columns in the body of the Bill of Lading/Airway Bill namely marks and Numbers, material description, weight particulars, etc. should be completed accurately and such statement should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount, etc. clearly and separately and the net total freight payable, shown at the bottom.
- (d) The Bill of Lading/Airway Bill shall be free of any liability of BPCL to the carrier for demurrage.
- (e) The Bill of Lading/Airway Bill shall indicate the following:

Consignee : BHARAT PETROLEUM Corporation Limited
[Name of Project]

- (f) All documents viz. Bill of Lading/Airway Bill, invoices, packing list, freight memos, country of origin certificate, Third Party Inspection Release Certificate, inspector's certificate, Export certificate (wherever applicable), test certificates, drawings and catalogues should be in the English language.
- (g) In addition to the Bill of Lading/Airway Bill, which should be obtained in 3 (three) stamped originals plus as many copies as required, invoices, packing lists, freight memos (if the freight particulars are not shown in the Bill of Lading), country of origin certificate(s), Third Party Inspection Release Certificate, inspector's certificate, Export certificate (wherever applicable) and test/composition certificate, shall be made out against each shipment in as many number of copies as are shown in Clause below.
- (h) The Bill of Lading/Airway Bill, invoice and packing list must specifically show uniformly, the marks and numbers, material description, contents case-wise, country of origin, consignee's name,



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port of destination and all other indicated particulars. The invoice must show the unit rates and net total FOB price. The invoice must cover also items packed separately and the value shown accordingly.

- (i) The packing list must show, apart from other particulars, the actual contents in each case, net and gross weights and dimensions and the total number of packages.
- (j) All documents must be duly signed by an authorized representative of the Vendor.

23.2 In case of FOB contracts:

- (i) Shipping Arrangements shall be made through nominated freight forwarders (in the country of exit) as detailed in the Purchase Order and freight will be accordingly paid by BPCL in Indian Rupees.
- (ii) The Vendor shall furnish to the respective nominated freight forwarder, the full details of consignment such as outside dimensions, weights (both gross and net), No. of packages, technical description and drawings, name of the supplier, ports of loading etc. two weeks prior to the proposed date of shipment to enable the concerned agency to arrange the shipping space.

23.3 The Vendor shall obtain the shipping documents in required number of sets including three original stamped copies of the Bill of Lading/Airway Bill immediately after the shipment is made and airmail the shipping documents in the manner stipulated hereunder to ensure that the documents so forwarded are received at least one week before the vessel's arrival. The Vendor shall be fully responsible for any delay and/or demurrage in clearance of the consignment at the port due to delay in forwarding the shipping documents. If in terms of the Letter of Credit, the complete original set of documents are required to be sent to BPCL through the bank, the distribution indicated below will be confined to obtaining copies of documents only.

Documents	BPCL (Sewree Office that issued the PO)	BPCL (Uran Project Site)	TCE (Project Site)
Bill of lading/Airway Bill	3 (including 1 original)	1	1
Invoice	2	1	1
Packing List	2	1	1
Certificate of Origin	2	1	1
Test/Composition Certificate	2	1	1
Third Party Inspection Release Certificate	1	1 (original)	1 (original)
Drawing/Catalogue	1	1	1
Invoice of Third Party/Lloyds for Inspection Charges, wherever applicable.	2	1	1
Export Certificate (where applicable)			



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24.0 ARBITRATION

“Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of Owner / Vendor against omission or account of any of the parties hereto arising out of or in related to this Contract shall be referred to the Sole Arbitration of Director (Marketing) of BPCL or to some officer of BPCL who may be nominated by the Director (Marketing).

In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the Director (Marketing) of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.

It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.

The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.

The language of the proceedings will be English and the place of proceedings will be Mumbai

The parties hereby agree that the Courts in the city of Mumbai 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, if required, in the concerned Courts in the City of Mumbai alone.”

ANNEXURE- I

**PROFORMA OF BANK GUARANTEE
(EARNEST MONEY DEPOSIT)
(On Non-Judicial Stamp paper for appropriate value)**

BANK GUARANTEE NO. :
BANK GUARANTEE AMOUNT:
EXPIRY DATE :
6 MONTHS CLAIM DATE :
(FROM EXPIRY DATE)
TENDER NO. /DATE :
JOB DESCRIPTION/
LACATION :

In consideration of the Bharat Petroleum Corporation Ltd' (hereinafter called "the Corporation") having agreed to exempt M/s. _____ (hereinafter called "the said Contractor(s)") from the payment of Earnest Money against Tender No, _____ dated _____ issued by corporation on production of a Bank Guarantee for Rs. _____ (Rupees _____) only. We (Bank's name _____), bank do hereby undertake to indemnify and keep indemnified the Corporation by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the Tender Notice/documents.

We, _____ further agree that the guarantee herein contained shall remain in the full force and effect during the period that would be taken for the finalization of the said Tender and that it shall continue to be enforceable till the Tender is finally decided and order placed on the successful Tenderer..

We, _____, further agree that the Corporation shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the tender/or the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof to the extent of the earnest money required to be deposited by the contractor in respect of the said tender or the contract and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses

caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.

Contd...2/-

-2-

Notwithstanding anything contained in forgoing, our liability under this guarantee is restricted to Rs_____. The Guarantee shall remain in force till _____ Months i.e. _____. Unless a claim under this guarantee is made within six months from the expiry date herein before mentioned the Corporation shall have not rights under these presents. We, _____, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing/.

Dated the _____ day of _____ 200

Yours faithfully

For

Signature

*Name & Designation
Name of the Branch*

ANNEXURE- II

**PROFORMA OF BANK GUARANTEE
(SECURITY DEPOSIT)
(On Non-Judicial Stamp paper for appropriate value)**

BANK GUARANTEE NO. :

BANK GUARANTEE AMOUNT :

EXPIRY DATE :
(last date of completion as per LOI)

6 MONTHS CLAIM DATE :
(from the date of expiry date)

LOI/AGREEMENT NO./ :
JOB DESCRIPTION :

In consideration of the Bharat Petroleum Corporation Limited (hereinafter called " the Owner's which expression shall include its successors and assigns) having awarded certain work for and relative to M/s.....
.....(name and address of the Contractor) upon certain terms and conditions interalia mentioned in the Owner's Letter of Intent No..... dated.....for the job
(hereinafter collectively called the "the contractor" expression shall include any formal contract entered into between the Owner and Contractor in suppression of the said Letter of Intent and all amendments and/or modifications in the contract) inclusive of the condition that the Owner may accept a Bank Guarantee of a Scheduled Bank in India in lieu of Cash Deposit of the Initial Security Deposit as provided for in Clause 13 (a) of the General Conditions of Tender :

We, (Name of the Bank)
Having registered and head office at (herein after called "The Bank") at the request of the Contractor and with the intent to bind the Bank and its successors and permitted assigns, do hereby unconditionally and irrevocably guarantee payment to the Owner at New Delhi of the unpaid balance of the initial Security Deposit upto and aggregate limit of Rs. (Rupees). And

Contd..2

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undertake to pay the Owner on demand and without protect or demur the unpaid balance of said initial Security Deposit subject to the aggregate limit of aforesaid of Rs..... (Rupeesonly)

And The Bank does hereby further agree as follows :

- 1) The guarantee/undertaking herein contained shall remain in full force And effect during the period that would be taken for the performance of the said Contract and the claims of the Owner relative thereto satisfied and/or discharged and the Owner accordingly discharges this Guarantee/undertaking subject. However, that the Owner shall have claim under this Guarantee./undertaking after expiry date.....200 , unless a notice of the claim under this Guarantee/undertaking has been served on the Bank before the expiry of the claim date, in which event the same shall be enforceable against the Bank notwithstanding that the same is enforced till..... after the expiry date, namely (claim date). The claim date shall be valid for six months from the expiry date .

- 2) The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/undertaking, at any time and/or from time to time to anywise vary the said contract and/or any of the terms and conditions therefore or of or relative to the said initial Security Deposit or to extend time of performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of obligations of the Contract and/or power exercisable by the Owner against the Contractor and either to enforce or for bear from enforcing any of the terms and conditions of or governing the said Contract or the said initial Security Deposit or the securities available to the Owner or any of them and the Bank Shall not be released from its liability under these presents and the liability of the Bank shall remain in full force and affect notwithstanding any exercise by the owner of the liberty with reference to any or/all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the contractor or of any other act, matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the Bank from its liability hereunder or any part.

Contd...3/-

3-

- 3) It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the Guarantee/ Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other security for any indebtedness of the Contractor to the Owner (including relative to the said initial security deposit) and notwithstanding any such security deposit) and notwithstanding any such security shall at the time when claim it made against the Bank or proceeding taken against the Bank hereunder, be outstanding or unreels.
- 4) The amount stated by the Owner in any demand, claim or notice as the unpaid balance of the said initial security deposit for the time being shall be between the Bank and the Owner for the purpose of these presents be conclusive of the said balance.
- 5) The liability of the Bank to the Owner under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Bank/and or the Bank and the Owner, or otherwise howsoever touching or effecting these presents or the liability of the Contractor to the Owner and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Owner under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Owner in terms hereof.
- 6) The Bank shall not revoke this Guarantee/undertaking during its currency except with the previous consent of the Owner in writing and also agreed that any change in the constitution of the Contractor or the Bank or the Owner shall not discharge the Bank's liability hereunder.
- 7) The Bank does hereby declare that Name of the person signing on behalf of the Bank)who is, is authorized to sign this Guarantee/undertaking on behalf of the Bank and to bind the Bank thereby.

Dated thisday of2007

Yours faithfully.

For

Signature
Name & Designation Name of the Branch



ANNEXURE-III

**PROFORMA OF BANK GUARANTEE
(PERFORMANCE)**

(On Non-Judicial Stamp paper for appropriate value)

BANK GUARANTEE NO. :

BANK GUARANTEE AMOUNT :

EXPIRY DATE :
(12 months defect liability period from the completion date)

6 MONTHS CLAIM PERIOD (FROM EXPIRY DATE) :

LOI/AGREEMENT NO./ JOB DESCRIPTION :

In consideration of the Bharat Petroleum Corporation Limited (hereinafter called " the Owner's which expression shall include its successors and assigns) having awarded to M/s.....

.....(name of the constitution).....

.....(address).....

(hereinafter referred to as " the supplier/contractor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter-alia, of the Owner's Purchase Order/LOI/Agreement No.....date..... and the General Purchase Conditions of the Owner and upon the condition of Supplier's furnishing security for the performance of the supplier's liability under and/or in connection with the said supply contract upto a sum of Rs..... (Rupees..... amounting to 10% (ten percent) of the total contract value.

We,.....(name).....(constitution).....

(hereinafter called " the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake the guarantee to pay to the Owner in Rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by the supplier to the Company under,

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inclusive of all the Owner's losses and damages and costs (inclusive between attorney and client), charges and expenses and other moneys anywise payable in respect of the above and specified in any notice of Demand made by the Owner to the Bank with reference to this Guarantee up to and aggregate limit of Rs.....(Rupees.....)

And the Bank hereby agrees with the Owner that :

The guarantee/undertaking herein contained shall remain in full force And effect during the period that would be taken for the performance of the said Contract and the claims of the Owner relative thereto satisfied and/or discharged and the Owner accordingly discharges this Guarantee/undertaking subject. However, that the Owner shall have claim under this Guarantee./undertaking after expiry date.....200 , unless a notice of the claim under this Guarantee/undertaking has been served on the Bank before the expiry of the claim date, in which event the same shall be enforceable against the Bank notwithstanding that the same is enforced till..... after the expiry date, namely (claim date). The claim date shall be valid for six months from the expiry date .

- (i) *This Guarantee/Undertaking shall be in addition to any other guarantee or security what-so-ever that the Owner may now or at any time anywise have in relation to the Supplier's obligations/liabilities under and /or in connection with the said contract, and the Owner shall have full authority to take recourse to or reinforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of the Owner in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.*
- (ii) *The Owner shall be a 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 supplier" obligations and/or liabilities under or in connection with the said supply contract and to vary the terms vis-à-vis the supplier of the said supply contract or to grant time and/or indulgence to the supplier of the said supply contract or to grant time and/or indulgence to the supplier of the said supply contract or to grant time and/or indulgence to the supplier or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of the supplier under the said supply contract and/or the remedies of the Owner under and other security(ies) now or here-after held by the Owner and no such dealing(s), variation(s), reductin9s), increase(s) or their indulgence(s), or arrangement (s) with the supplier or*

release or forbearance what-so-ever shall have the effect of releasing the Bank from its full liability to the Owner hereunder or of prejudicing rights of the Owner against the Bank.

- (iii) This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the supplier but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.;*
- (iv) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial or liability by the Supplier or any other order or communication whatsoever by the by the supplier or preventing or purporting to stop or prevent any payment by the Bank to the owner in terms hereof.*
- (v) The amount stated in any notice of demand addressed by the Owner to the Guarantor As liable to be paid to the owner by the supplier or as suffered or incurred by Owner on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Owner be conclusive of the amount so liable to be paid to the Owner or suffered or incurred by the Owner, as the case may be, and payable by the Guarantor to Owner in terms hereof.*

For

Signature

Name & Designation Name of the Branch

ANNEXURE – IV**National Electronic Fund Transfer (NEFT) Mandate Form**

(Mandate for receiving payments through NEFT from Bharat Petroleum Corporation Ltd)

1	Vendor Name	
2	Vendor Code	
3	Permanent Account Number (PAN)	
4	Particulars of the Bank	
	A. Name of the bank	
	B. Name of the Branch	
	C. Branch Code	
	D. Address	
	E. City Name	
	F. Telephone No.	
	G. NEFT IFSC Code (11 digits)	
	H. 9 digit MICR code appearing on the cheque book	
	I. Type of Account (10/11/13)	
	J. Account No.	
5	Vendor's e-mail id	
6	Date of effect	
7	PAN No.of the Vendor	

(Please enclose a photocopy of the cancelled cheque to enable us to verify the details mentioned above)

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete information, we would not hold the company responsible.

Signature of the Vendor

Bank Certificate

We certify that _____ has a Account No.
_____ with us and we confirm that the details given above are correct as per
our records.

Date:

Place:

Bank

Authorized Official of the



TATA CONSULTING ENGINEERS LIMITED

Special Purchase Conditions (SPC)

RFQ. No.: TCE.6758A-B-300-002

Item: BUTANE PRE HEATER

**Project No.: TCE-6758A
BLENDING UNIT AT URAN LPG PLANT**

Client: Bharat Petroleum Corporation Limited

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TATA CONSULTING ENGINEERS LIMITED

- 1.0 Due Date for Submission of Bids.: 15.00 hrs of 17/05/2012 and Prebid meeting will be held at TCE, Mumbai office on 03/05/2012 at 15.00 hrs. Considering the tight schedule of the Project, no extension will be given for submission of bid.**
- 2.0 Bid Opening Procedure:**
Both the techno commercial and Priced bid shall be opened on the specified dates at BPCL Sewree office in presence of the bidder's representatives. Only the final bid cost and EMD details will be read before the bidder's representatives.
- 3.0 Techno-Commercial Unpriced Bid Opening Time & Date: 16.00 Hrs. of 17/05/2012.**
- 4.0 Required Delivery Period:** Within 5 months at site from the placement of Fax / letter of Intent.
- 5.0 Bid Validity:** Bidders shall confirm the bid validity of 6 Months from the bid due date of RFQ / Tender.
- 6.0 Bid Security / Earnest Money Deposit (EMD):**
- a) Indian Bidders shall furnish EMD of **Rs. 2,00,000/-** along with the bids.
 - b) Foreign Bidders shall furnish EMD of **USD 4,000/-** along with the bids.
 - c) A bid is liable to be rejected unless it is supported by earnest money.**
 - d) EMD shall be accepted either in the form of Crossed Demand Draft or Bank Guarantee.
 - e) The earnest money deposit shall be returned to the unsuccessful bidder/s within one month after due date for opening of the tender. The earnest money deposit of the successful bidder will be retained till the receipt of order acceptance and security deposit. No interest shall be payable on earnest money deposit.
 - f) EMD for limited tender is not applicable in case of**
 - i) Small Scale Units registered with the National Small Industries Corporation. The exemption shall, however, be only to the items for which the small-scale industries hold the registration with National Small Industries Corporation. The certificate issued by the National Small Industries Corporation should be valid on the date of opening of the tender.
 - ii) Govt. organization & Public Sector Undertaking of the Central/ State Government



TATA CONSULTING ENGINEERS LIMITED

- iii) **BPCL's registered vendors.** However bidders must furnish vendor registration letter issued by BPCL.

7.0 "Defect Liability Period" in respect of:

- (i) Bulk Consumables shall be the date of delivery plus 6 (six) months
- (ii) In the case of other Material(s) shall be 18 (eighteen) months from the date of delivery or 12 (twelve) months after the same have been put in service or commissioned, whichever is earlier;
- (iii) In the case of altered or replaced Material(s):
 - (a) With respect to Bulk Consumables, shall be 6 (six) months from the date of alteration, repair or replacement as the case may be; and
 - (b) With respect to other Material(s), shall be 12 (twelve) months from the date of alteration, repair or replacement as the case may be.

8.0 "Force Majeure:

In the event of causes of Force Majeure occurring within the contractual delivery period and if they impede the performance of contract, the delivery dates shall be extended on receipt of application from the Vendor / Owner without imposition of penalty. Only those causes which depend on natural calamities, civil wars, fire and national strikes which have a duration of more than seven consecutive calendar days are considered the causes of force Majeure. The decision of Owner shall be final and binding on Vendor.

The Vendor must advise the Owner by a registered letter duly certified by Local Chamber of Commerce or statutory authorities and Owner must advise the Vendor by a letter, the beginning and the end of the delay immediately, but in no case later than within 10 days of the beginning and end of such causes of Force Majeure condition as defined above. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for period exceeding 60 days either party may at its option terminate the contract."

9.0 Arbitration clause:

"Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of Owner / Vendor against omission or account of any of the parties hereto arising out of or in related to this Contract shall be referred to the Sole Arbitration of Director (Marketing) of BPCL or to some officer of BPCL who may be nominated by the Director (Marketing).

In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the Director (Marketing) of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.



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It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.

The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.

The language of the proceedings will be English and the place of proceedings will be Mumbai

The parties hereby agree that the Courts in the city of Mumbai 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, if required, in the concerned Courts in the City of Mumbai alone.”

10.0 Performance Bank Guarantee (PBG) / Contract Performance Bank Guarantee (CPBG):

Performance Bank Guarantee in Indigenous enquiries and Contract Performance Bank Guarantee (for 10% of order value) in Foreign & Global enquiries and NITs shall be furnished by successful vendors in BPCL format. However, for order value upto Rs. 1 lakh, PBG/CPBG shall not be applicable.

11.0 Payment Terms:

Indigenous Vendors:

- a) **Supply:** 90% payment within 30 days of receipt & acceptance of material at site and submission of all test certificates, final documents. Balance 10% shall be against submission of Performance Bank Guarantee.
- b) **Supervision Charges:** 100% of supervision charges plus applicable taxes shall be payable after successful commissioning of the equipment, duly certified by Site-in-Charge.

Foreign Vendors:

100% payment will be made by the owner against an irrevocable letter of credit with **45 days credit** period against submission of dispatch documents. The letter of credit shall be established after seller furnishes a performance Bank guarantee of 10% of order value along with the Purchase Order Acceptance. The Seller shall furnish, for release of payment, following documents to the Purchase, through the Purchase's Banker.

- a) Negotiable bill of lading or Airway Bill as the case may be, evidencing shipment.
- b) Invoice for the shipment: Four copies
- c) Certificate of country of origin: Two copies
- d) Packing list: Four copies



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- e) Inspection Release Note from TCE in 4 copies.
- f) Certificate of Quality including works certificate / certificate of chemical analysis, where applicable: Two copies.
- g) Certificate from Seller that, in case of delay in delivery, price reduction for the same has been applied in the invoice submitted for payment.

Payment will be made by the owner against an irrevocable letter of credit against submission of dispatch documents.

Payment of Indian Agent Commission: It is not the policy of BPCL per se to look for, encourage or engage agents. BPCL shall not be liable for any payment on account of commission to supplier or his agents.

Commission, if any, needs to be settled by the supplier directly to his agents.

12.0 PRICE REDUCTION CLAUSE FOR DELAY IN DELIVERY

In the event of delay beyond of the contractual progressive delivery date for reasons not attributable to BPCL and not constituting conditions of force majeure, it will be at BPCL's discretion, without prejudice to his other rights under the contract, to accept delayed delivery, but at the prices reduced at the rate of 1% (one percent) of the order value of delayed goods / supplies per week of delay or part thereof, subject to a maximum of 10% (ten percent) of the total order value.

The above price reduction schedule for delay in delivery shall be applicable for delay in delivery for all indigenous/imported items required for the project.

Further, in case of delay in delivery, the vendor shall calculate the applicable price reduction for delayed delivery and raise their invoices net of the same.

13.0 FORMAT FOR SUBMITTING PRICE

The price should be submitted in the format given below on your Company's letterhead.

A) FOR INDIGENOUS VENDORS:

Sr. No.	Description	Qty.	Unit Rate	Total Price
1	Item wise price on ex-your works basis.			
2	Charges for packing & forwarding			
3	Third Party Inspection Charges (if applicable)			
4	CENVAT (Excise Duty) @ _____ %			
5	Sales Tax / MVAT @ _____ %			
6	Octroi Not applicable			
7	Transportation charges for delivery at the plant site by road			
8	Charges for erection (if applicable)			
9	Charges for commissioning (if applicable)			
10	Charges for testing at site (if applicable)			
11	Per Diem Rate for supervision of erection & commissioning (if applicable)			
12	Price for commissioning spares. Itemized with unit costs and			



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Sr. No.	Description	Qty.	Unit Rate	Total Price
	relevant part no(s).			
13	Price for spares for 2 year's trouble free operation – Itemized with unit costs and relevant part no(s).			
14	Price for Insurance spares. Itemized with unit costs and relevant part no(s).			
15	Price for special tools and tackles, if any			
16	Any other charges (if applicable)			

B) FOR FOREIGN VENDORS:

Sr. No.	Description	Qty.	Unit Rate	Total Price
1	Item wise price on FOB, port of shipment basis as per INCO terms 2000.			
2	Freight charges up to Mumbai (India) Sea / Air ports			
3	Third Party Inspection Charges (if applicable)			
4	Charges for erection (if applicable)			
5	Charges for commissioning (if applicable)			
6	Charges for testing at site (if applicable)			
7	Per Diem Rate for supervision of erection & commissioning (if applicable)			
8	Price for commissioning spares. Itemized with unit costs and relevant part no(s).			
9	Price for spares for 2 year's trouble free operation – Itemized with unit costs and relevant part no(s).			
10	Price for Insurance spares. Itemized with unit costs and relevant part no(s).			
11	Price for special tools and tackles, if any			
12	Any other charges (if applicable), not covered herein above.			

The bidder shall include in his price, the cost of all documentation as per the enquiry specifications.

All necessary statutory Licensed, approvals, etc. for the manufacture and supply, including transportation of goods / equipment, items quoted shall be vendor's responsibility at no extra cost to the purchaser.

14.0 Bid Evaluation:

14.1 Where only Indian Bids are under comparison

Bids shall be evaluated on the basis of landed cost at Site including third party inspection charges (if applicable) by third party inspection agency as nominated by BPCL.

14.2 Where only Foreign Bids are under comparison



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Bids shall be evaluated on CFR basis including third party inspection charges by third party inspection agency (nominated by BPCL) if applicable, and considering sea freight as under:

Packages/equipments/pipes & plates: Firm freight as quoted by bidders

In case vendor/bidder does not quote for freight charges then following loading will apply

Bulk items – piping (other than pipes) / instruments:

Europe / Japan / Asia : 6% of FOB price

Australia / American Continent : 9% of FOB price

14.3 Where Indian as well as Foreign Bids are under comparison

Domestic Bidders:

Bids shall be evaluated on the basis of landed cost at Site including third party inspection charges by third party inspection agency (nominated by BPCL) if applicable

Foreign Bidders:

Bids shall be evaluated on the basis of landed cost at Site including third party inspection charges by third party inspection agency (nominated by BPCL) if applicable

a) F.O.B. price quoted by the bidder (including stowage charges in case of pipes)

b) Ocean freight as under:

Packages/equipments/pipes & plates: Firm freight as quoted by bidders

In case vendor/bidder does not quote for freight charges then following loading will apply

Bulk items – piping (other than pipes) / instruments:

Europe / Japan / Asia : 6% of FOB price

Australia / American Continent : 9% of FOB price

c) Marine insurance @0.25% of FOB price

d) Prevailing rate of Customs duty calculated with Landing Charges @ 1% of CIF Value

e) Port handling charges @ 2% of FOB value

f) Inland freight charges from Mumbai port(India) to project site(s) @2% of landed cost, i.e., sl.no.(a) to (e)



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- g) In case of pipes, in case a foreign bidder has not quoted or not included stowage charges, the same shall be loaded @ 10% of bidder's quoted Ocean Freight.

14.4 SPARES

- a) Vendors shall quote for vendor recommended mandatory spares. All such prices of mandatory spares shall be considered for evaluation and ordering with the main equipment.
- b) Commissioning spares and special tools and tackles, if specifically required and mentioned in the enquiry / offer, will be considered for price evaluation and placement of order. However, suppliers shall be fully responsible and no additional cost shall be paid by BPCL in case commissioning spares/special tools and tackles over and above those quoted by suppliers are required.
- c) Bidders are requested to quote for their recommended two years operation and maintenance spares but the same will not be considered for price evaluation. These will be selected and ordered by BPCL.

14.5 Third Party Inspection Charges:

Foreign bidders shall quote third party inspection charges separately if applicable as indicated in technical specifications. Third party inspection charges shall be considered for evaluation while arriving at Suppliers' landed prices. TPI charges shall not be applicable for Indian vendors as the materials supplied by Indian vendors shall be inspected by TCE.

14.6 ~~Other Conditions Related To The Bid Evaluation:~~

- i. Canvassing in any form will make the bid liable for rejection.
- ii. Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- iii. Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of RFQ. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.
- iv. Bidders will not be allowed to revise their price/bid for any subsequent clarification compliance to RFQ conditions after submission of bid.
- v. Bid should be complete covering the individual item wise total scope of work indicated in the Bid documents.
- vi. OWNER reserves the right to split the quantities of the PO as required among the bidders.
- vii. OWNER also reserves the right to consolidate the quantities of PO where it is commercially prudent to place single order.



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- 14.7 Foreign suppliers' bid shall be compared considering Bill collection selling market rate of foreign exchange declared by the State Bank of India one day prior to opening of Price Bids.

15.0 Technical and Commercial Loading

i) **Basis of Loading**

The Foreign Bids shall be loaded on FOB Port of Exit prices and the Indian Bids shall be loaded on FOT Dispatch Point prices.

ii) **Differential Payment Terms**

Any differential payment terms offered by a supplier as against the terms specified in the RFQ/ GPC shall be loaded @ 15.75% simple interest per annum for the applicable period. In case a supplier asks for release of final payment (due after receipt and acceptance of materials) along with dispatch documents, loading for one month will be considered.

iii) In case of foreign suppliers, no advance payment shall be allowed

iv) In case supplier insists for liquidated damages or indicates penalty clause in place of Price Reduction Clause, the supplier shall be loaded by 10%.

v) **Performance Bank Guarantee (PBG) / Contract Performance Bank Guarantee (CPBG):**

Performance Bank Guarantee by Indian vendors and Contract Performance Bank Guarantee (for 10% of order value) by foreign vendors shall be furnished. However, for order value upto Rs. 1.00 lakh, PBG/CPBG will not be applicable. In case a supplier offers to give a PBG/CPBG for less than 10% of order value, or for a lesser period than what is provided in GPC / SPC, loading shall be done for the differential amount and/ or the differential period.

For differential period/ amount loading, the following example will amplify the methodology (if GPC / SPC specifies 10% PBG/CPBG for 18 months) :

For differential period :

10% for 18 months	- No loading
10% for 12 months	- $10\% \times 6/18 = 3.3\%$
10% for 6 months	- $10\% \times 12/18 = 6.7\%$
No PBG	- 10 %

In case of Differential Amount

Amount Offered by Bidder	Loading
a) 10%	Nil
b) Less than 10%	Differential between the offered percentage and 10%



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vi) PRICE REDUCTION CLAUSE FOR DELAY IN DELIVERY

- a) In case a Supplier does not accept the price reduction clause or takes exception to the percentage rate, loading shall be done to the extent of maximum of 10% of the order value or the differential percentage not agreed by the supplier.
- b) In case supplier takes an exception that price reduction in case of delayed delivery should be restricted to 10% of delayed portion only and not on total order value, then price loading @ 5% shall be done.
- c) In case supplier insists for liquidated damages or indicates penalty clause in place of Price Reduction Clause, the supplier shall be loaded by 10%.

vii) Price variation :

In case Supplier quotes variable price and indicates the price variation formula and a ceiling, then prices will be loaded with the ceiling so indicated by the supplier. Bids with Price Variation Clause (PVC) but without price variation formula and/or without any ceiling shall be rejected and such price bids shall not be opened.

In case, price variation clause is incorporated within the enquiry, in such cases, Suppliers quoting firm prices shall be considered at par with other suppliers and shall not be given any advantage in price evaluation.

viii) Freight charges:

Indian Suppliers shall quote firm freight charges up to destination by road transport. If a vendor does not quote freight charges, his offer shall be loaded with maximum freight charges as quoted by the other bidders or prorated (with respect to approx. distance) on maximum freight charges as quoted by the other bidders whichever is more.

Foreign vendors shall quote firm sea freight charges from international port of exit to port of destination (Mumbai Port) separately. In case vendor/bidder does not quote for sea freight charges then following loading will apply

Europe / Japan / Asia : 6% of FOB price
Australia / American Continent : 9% of FOB price

- ix) Any differential in taxes and duties will be cost loaded on case to case basis. However, if a supplier states that taxes/duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes/duties applicable as on the date of price evaluation.

x) Delivery:

Delivery longer than required in enquiry shall be loaded @1% per week upto a maximum of ten weeks. In case a supplier quotes delivery



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longer than ten weeks from required, the bid may be rejected. One month shall be construed as equal to four weeks for the purpose of such evaluation

- xi) Cost loading in respect of utilities etc. if applicable shall be considered as per respective technical specification stipulation.
- xii) **Foreign Exchange Rate Variation/Custom Duty Variation For Indian Bidders (On Built-In Import Content):**

Prices shall remain firm and fixed without any escalation except for statutory variation in customs duty rate. However, the prices shall be firm and fixed on account of FE variation.

The statutory variation in customs duty shall be subject to the following guidelines and the supplier shall be asked to confirm the following in their bid:

- (a) Maximum CIF value of import content shall be furnished in the bid.
- (b) The material to be imported covering the above CIF value to be indicated in the bid.
- (c) Any increase in price due to increase in customs duty rate beyond two-third of the quoted delivery period will be to supplier's account. However, any decrease in price due to decrease in customs duty rate at the time of actual clearance of imported materials shall be passed on to BPCL.
- (d) Variation in price due to customs duty rate will be dealt with separately after receipt of materials at site against documentary evidence.

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	LIST OF APPROVED MAKES / VENDORS	SHEET 1 OF 8

APPROVED LIST OF VENDORS - Mechanical

Sr.No.	Item	Vendors
1	Seamless SS Tubes	REMI (INDIA)
		SANDWIK INDIA
		JINDAL INDIA
		SAW PIPES
		HEAVY METAL
		SUMITOMO JAPAN
		NIPPOR B OEKI JAPAN
		RATNAMANI METALS & TUBES
2	Plates	ESSAR STEEL LTD.
		TISCO LTD
		JINDAL INDIA
		STEEL AUTHORITY OF INDIA LTD.
		THYSSEN GERMANY
		VDM KRUPP GERMANY
3	SS Pipes	SHRIRAM METAL
		METAL INDIA
		RATNAMANI METALS & TUBES LTD, MUMBAI
		RAJENDRA MECHANICAL INDUSTRIES LTD, MUMBAI
		REMI PROCESS PLANT & MACHINERY LTD.
4	Forged Flanges	AMFORGE INDUSTRIES, MUMBAI
		PIPEFIT ENGINEERS, VADODARA
		CHAUDHRY HAMMER WORKS LTD, GHAZIABAD
		SAWAN ENGINEERS, VADODARA
		PARMAR TECHNO FORGE, PUNE
		ECHJAY INDUSTRIES LTD
		PARAMOUNT FORGE, PANVEL
5	Gaskets	GOODRICH GASKET PVT LTD, MUMBAI
		IGP ENGINEERS LTD, CHENNAI
		JAY GAKSETS PVT LTD, VASAI(E)
		MADRAS INDUSTRIAL PRODUCTS, CHENNAI
		STARFLEX SEALING INDIA PVT LTD, MUMBAI
6	Plugs	AEP LTD INDIA
		MULTI FASTERNERS INDIA
		HANDWIN INDIA
7	Vibration Switch	FIRST INERTIA

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SPEC NO. TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED	SECTION : F
	LIST OF APPROVED MAKES / VENDORS	SHEET 2 OF 8

Sr.No.	Item	Vendors
		METRIX USA
		MURPHY UK

LIST OF MANUFACTURERS FOR ELECTRICAL ITEMS

SL. NO.	DESCRIPTION OF EQUIPMENT	MANUFACTURER
1.0	VVVF Drives	Siemens ABB Danfoss Allen Bradley (Rockwell Automation) Yaskawa Schneider Electric
2.0	Motors L.V.- (Hazardous Area)	ABB Marathon Electric Motors (India) Ltd. (Formerly Alstom Ltd) Bharat Bijlee Ltd. Crompton Greaves Ltd. BHEL Kirloskar Ansaldo, Italy Siemens / Loher, Germany Cemp, Italy Mitsubishi, Japan Fuji, Japan
3.0	Switchgear/Switchboard L.V.	Siemens Larsen & Toubro Schneider Electric ABB Danfoss
4.0	Panel (Enclosures)	Siemens Larsen & Toubro Schneider Electric ABB Danfoss Rittal
5.0	Air circuit breakers	L & T Siemens Schneider Electric (M&G)
6.0	MCCB's	L & T Siemens Schneider Electric (M&G)
7.0	Switch Disconnecter Fuse Unit (SDF) And Switch Disconnecter Isolator	Siemens Schneider Electric L&T
8.0	Change-over switch	Havells (euroload) C&S Areva

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SPEC NO. TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED LIST OF APPROVED MAKES / VENDORS		SECTION : F SHEET 3 OF 8
SL. NO.	DESCRIPTION OF EQUIPMENT	MANUFACTURER	
		GE Power Kraus & Naimer Siemens BCH L&T	
9.0	MCB / RCCB / RCBO / MPCB / MCB Isolators	Siemens Schneider Electric Legrand Moeller ABB	
10.0	LV capacitors (APP)	Universal Cables ABB Malde Epcos Aswani	
11.0	LV Series Reactors For Capacitors	Manohar Brothers WHEPL Epcos	
12.0	LV Epoxy resin cast CTs / PTs	Indcoil Precise Silkaans ABB Pragati AE Huphen Crompton Greaves	
13.0	Meters		
13.1	Digital Meter – Ammeter & Voltmeter	Schneider Electric (Conzerv) AE Rishabh Schneider Electric (Power Measurement (ION)) Circutor Siemens Massibus	
13.2	Electromechanical – Ammeter & Voltmeter	Automatic Electric MECO IMP Rishabh	
13.3	Load Manager / Multi Function Meter / kWh	Schneider Electric (Conzerv) Circutor Rishabh Schneider Electric (Power Measurement (ION)) Alpha (ABB) Schlumberger SEMS (Secure)	
14.0	Contactors		
14.1	AC Power Contactor (shall be	Siemens	
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SPEC NO. TCE.6758A-B-300-002		TATA CONSULTING ENGINEERS LIMITED LIST OF APPROVED MAKES / VENDORS	SECTION : F SHEET 4 OF 8
SL. NO.	DESCRIPTION OF EQUIPMENT	MANUFACTURER	
	heavyduty)	ABB L&T BCH Schneider Electric (Telemecanique)	
14.2	DC Power Contactor	BCH BHEL Siemens L&T Schneider Electric	
14.3	Auxiliary contactors	Siemens L & T Schneider Electric (Telemecanique)	
15.0	Time switch	GIC Theben Siemens Schneider Electric Legrand	
16.0	Timers	GIC Theben BCH Siemens Electronic Automation Pvt Ltd. Minilec L&T Legrand Schneider Electric	
17.0	Time Delay Relay	Areva ABB Siemens BCH L&T Omron PLA	
18.0	Overload relay		
18.1	Electronic / Microprocessor based overload relay	Siemens ABB Schneider Electric	
18.2	Bi-metal / Overload Relay	Siemens Schneider Electric L&T	
18.3	Thermister relay	Alstom/ Minilec/ Insta controls	
19.0	Pushbuttons	Siemens Schneider Electric (Telemecanique) Teknic Controls L&T BCH Areva	
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SPEC NO. TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED LIST OF APPROVED MAKES / VENDORS		SECTION : F SHEET 5 OF 8
SL. NO.	DESCRIPTION OF EQUIPMENT	MANUFACTURER	
20.0	Cables		
20.1	LT Power Cables/ Earthing Cable	Universal Cables Ltd. NICCO KEC International Ltd Cable Corporation Of India Ltd Finolex INCAB Polycab LAPP	
20.2	LT Control Cables	LAPP Polycab NICCO Universal Cables Ltd. KEC International Ltd Finolex INCAB KEI	
20.3	HFFR wires (including panel wiring)	Finolex Polycab LAPP RR Kabel	
21.0	Alarm Annunciators (solid state type with LED illumination) / Facia Annunciator	Digicont Industrial Instruments & Controls Procon Inst. (P) Ltd MTL India Pvt. Ltd. Rochester Instruments System Ltd. IDECIZUMI Minilec IICP Proton Electronics Alstom Yashmun ICA Ronan (Waree)	
22.0	Semiconductor Fuse	Areva Siemens Ferraz Bussman GE	
23.0	HRC fuse (Power & Control)	L & T Siemens GE Power Bussman Technoelectric	
24.0	Hazardous Area Items	Baliga Lighting Equipment Pvt. Ltd FCG Flameproof Control Gear Pvt. Ltd. R. Stahl Cooper - Crouse Hinds	
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SPEC NO. TCE.6758A-B-300-002		TATA CONSULTING ENGINEERS LIMITED LIST OF APPROVED MAKES / VENDORS	SECTION : F SHEET 6 OF 8
SL. NO.	DESCRIPTION OF EQUIPMENT	MANUFACTURER	
		Sudhir Switchgear Pvt. Ltd. (For Junction Box)	
25.0	Cable glands		
25.1	Cable Glands (safe area - double seal cone grip type)	Comet Braco Baliga R. Stahl Crouse Hinds Siemens	
25.2	Polyamide Cable Glands	Lapp Hensel Gewiss	
25.3	Cable Glands / Cable Plugs / Stoppers (Hazardous Area)	Same make as certification valid with corresponding hazardous area equipment. (Comet/ Baliga/ R. Stahl / FCG Flameproof Control Gear Pvt. Ltd. / Cooper - Crouse Hinds)	
26.0	Cable lugs	Dowells / Comet	
27.0	Terminal Block / Connectors	Wago / Connectwell / Pheonix / Elmex	
28.0	Relays		
28.1	Protective relays (Numerical Type)	ABB Siemens GE Multilin SEL SEG Schneider Electric Areva	
28.2	Protective relays (Electromechanical Type)	ABB Siemens GE Areva	
28.3	Auxiliary Relay	Areva ABB Siemens VA Tech L & T	
28.4	Electronic circuit Relay	OEN Omron Allen Bradley PLA	
29.0	Control / selector switch	Kraus n Naimer Kaycee GE Power controls L&T Siemens	
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SPEC NO. TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED LIST OF APPROVED MAKES / VENDORS		SECTION : F SHEET 7 OF 8
SL. NO.	DESCRIPTION OF EQUIPMENT	MANUFACTURER	
		Areva ABB Schneider Electric	
30.0	Cable termination kits	Raychem RPG 3M	
31.0	Control transformer	Indcoil Precise Silkaans NEC Gauss Electricals	
32.0	Voltage / Power / Current / Frequency / Energy Transducer	ABB AEP Siemens Areva Schneider Electric (Conzerv) Rishabh Masibus	
33.0	Encoders	Hubner Honeywell Turck	
34.0	Limit Switch	BCH Honeywell Siemens Jay Balaji Wago	
35.0	GI Conduit / Pipes	AKG Zenith SAIL TATA Steel Jindal	
36.0	Casing Capping	Precision Circle ARK Mody	
37.0	Single Phasing Preventer	Siemens Minilec Alstom Schneider Electric L & T	
38.0	Non-insulated Copper Earthing conductors	Gupta Industrial Corporation (Vasai, Mumbai) Bharat Wires & Ropes Diamond Cables	
39.0	Indicating Lamps (Multi-chip LED)	Binay Teknic Controls Vaishno Siemens L & T Schneider Electric BCH Areva	
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SPEC NO. TCE.6758A-B-300-002		TATA CONSULTING ENGINEERS LIMITED LIST OF APPROVED MAKES / VENDORS	SECTION : F SHEET 8 OF 8
SL. NO.	DESCRIPTION OF EQUIPMENT	MANUFACTURER	
40.0	Decorative switches, sockets and metal boxes (single plate arrangement)	M K Electric Anchor Crabtree	
41.0	Non metallic enclosures (including Industrial Receptacles & LPBS)	Rittal Hensel SCAME Menekkes Bals Siemens Schneider Electric BCH PCE Legrand Gewiss	
42.0	FRP cable Trays	Ercon Composites Kemrock Industries Indiana Sintex Sumip Composites	
43.0	Luminaire (including IP65 luminaires)	Philips Crompton Greaves Bajaj Wipro Lighting	
44.0	Lamps	Philips GE Osram Sylvania	
45.0	Ballast	Philips Crompton Greaves Bajaj ATCO	
46.0	Choke (for VVFD)	Siemens ABB Danfoss Allen Bradley (Rockwell Automation) Yaskawa	
47.0	Power Supply Unit	Siemens MTL Aplab Pheonix Cosel	
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Commercial Questionnaire
(FOR INDIGENOUS MATERIALS AND EQUIPMENT)
Project No.: TCE-6758A
BLENDING UNIT AT URAN LPG PLANT
Client: Bharat Petroleum Corporation Limited

Vendor Name: M/s. _____

Enquiry No. _____

Vendor's Offer Ref. No. : _____

Tel No. _____ Fax No. _____

Contact Person : _____ E-Mail _____

1. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED WITH EACH AND EVERY SET OF VENDOR'S UNPRICED QUOTATION.
2. FAILURE ON THE PART OF VENDOR IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL THE SETS OF UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".

Sr. No.	DESCRIPTION	VENDOR'S CONFIRMATION
1	<p>Bid rejection criteria:</p> <p>Bidders shall note that the following provisions of the bidding document must be adhered to without any deviations, failing which the bid shall be considered to be non-responsive and may be rejected. Please confirm the acceptance of these clauses:</p>	Noted
1.1	<p>Earnest Money Deposit: (if applicable) : Confirm mode (BG / DD) of submission and details of EMD as per SPC</p> <p>EMD waiver: If applied for, confirm the waiver clause applicable as indicated in SPC, and confirm the supporting documents submitted. Please note that, for BPCL registered vendors, submission of vendor registration letter issued by BPCL is a must.</p>	<p>Submitted BG / DD No.: _____ EMD value: USD _____ OR Not Applicable Supporting document submitted: _____ OR Not submitted. Refer deviation sheet.</p>
1.2	<p>Bid Validity period: Confirm Offer validity of SIX MONTHS from final bid due date.</p>	<p>Confirmed / Not Confirmed refer deviation sheet Validity: _____ Months from bid due date.</p>
1.3	<p>Defects Liability Period: Confirm acceptance of defect liability period clause as indicated in Special Purchase Conditions.</p>	<p>Accepted / Not accepted refer deviation sheet</p>

1.4	Performance Bank Guarantee: Confirm acceptance of performance guarantee clause as indicated in Special Purchase Conditions & General Purchase Conditions.	Accepted / Not accepted refer deviation sheet
1.5	Delivery Period: In case a supplier quotes delivery longer than ten weeks from required as indicated in SPC, the bid may be rejected. One month shall be construed as equal to four weeks for the purpose of such evaluation. Please confirm shortest delivery period from the date of Fax of Acceptance only	Noted Quoted delivery period: _____ delivered at site from the date of fax of acceptance
2.	Technical and Commercial Loading: Bidders shall note that the following provisions of the bidding document must be adhered to without any deviations, failing which the quoted prices shall be loaded as indicated in special purchase conditions. The Foreign Bids shall be loaded on FOB Port of Exit prices and the Indian Bids shall be loaded on FOT Dispatch Point prices. Loading maximum up to 10% of the quoted price shall be taken. Please confirm the acceptance of these clauses:	Noted
2.1	Payment Terms: Confirm acceptance of payment terms as indicated in special purchase conditions.	Accepted / Not accepted refer deviation sheet
2.2	Firmness of prices: Quoted prices shall remain firm and fixed till complete execution of the order.	Accepted / Not accepted refer deviation sheet
2.3	Freight charges : Bidders to quote freight charges in terms of % of basic quoted price	Quoted in terms of % / Included in basic price
2.4	Taxes and Duties : Any differential in taxes and duties will be cost loaded on case to case basis. However, if a supplier states that taxes / duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes/duties applicable as on the date of price evaluation	Accepted / Not accepted refer deviation sheet
2.5	Delivery : Delivery longer than required in enquiry shall be loaded @1% per week up to a maximum of ten weeks. One month shall be construed as equal to 4 weeks for the purpose of such evaluation	Accepted / Not accepted refer deviation sheet
2.6	Foreign exchange rate variation/custom duty variation for Indian bidders (On built in import content) : Prices shall remain firm and fixed and without any escalation except for statutory variation in customs duty rate. However, the prices shall be firm and fixed on account of FE variation. The statutory variation in customs duty shall be subject to the guidelines as indicated in SPC	Accepted / Not accepted refer deviation sheet
3	PRICE REDUCTION CLAUSE FOR DELAY IN DELIVERY: In the event of delay beyond the contractual	Accepted / Not accepted refer deviation sheet

	progressive delivery date for reasons not attributable to BPCL and not constituting conditions of force majeure, it will be at BPCL's discretion, without prejudice to his other rights under the contract, to accept delayed delivery, but at the prices reduced at the rate of 1% (one percent) of the order value of delayed goods / supplies per week of delay or part thereof, subject to a maximum of 10% (ten percent) of the total order value.	
4	Force Majeure Clause : Confirm acceptance of Force Majeure Clause as indicated in Special Purchase Conditions (GPC).	Accepted / Not accepted refer deviation sheet
5	Arbitration Clause: Confirm acceptance of Arbitration Clause as indicated in Special Purchase Conditions (GPC).	Accepted / Not accepted refer deviation sheet
6	Prices have been furnished as per "Format For Submitting Price" indicated in Special Purchase Conditions (SPC)	Furnished / Not furnished refer deviation sheet
7	Confirm that Prices quoted are on FOT dispatch point basis	Confirmed / Not confirmed
8	Specify Despatch Point	Material shall be dispatched from : _____. State : _____
9	Confirm that the prices quoted are inclusive of packing & forwarding charges	Confirmed / Quoted separately
10	Transit risk insurance shall be covered by BPCL and the same has not been included in the quoted prices.	Noted and confirmed
11	Excise Duty : Tarrif sub heading No. Present rate of excise duty payable extra on finished products including spares Maximum rate applicable (if present rate is nil or concessional)	
12	Please indicate the following break-up a. Cenvatable excise duty b. Non cenvatable excise duty	
13	Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor	Accepted
14	Any variation in excise duty at the time of supplies for any reasons, other than statutory including variations due to turnover, shall be borne by vendor	Accepted
15	Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same	Accepted
16	Sales tax payable extra, specify CST/MVAT and the present rate applicable	CST : _____% against C form MVAT : _____%
17	In case of CST, C form shall be provided.	Noted

	In case of MVAT, no concessional form shall be provided	
18	Only statutory variations, if any, in the present rate of CST/MVAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor	Accepted
19	If CST/MVAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later	Accepted
20	Any new or additional taxes/duties and any increase in the existing taxes/duties imposed after contractual delivery shall be to Vendor's account whereas any corresponding decrease shall be passed on to the Owner	Accepted
21	Repeat Order: Confirm acceptance of repeat order if ordered within 12 months from the date of placement of original purchase order with same unit price(s) and terms & conditions	Accepted / Not accepted refer deviation sheet
22	Testing and Inspection charges : Goods and services are subject to stage wise and final inspection by Owner / TCE for which no extra charges shall be payable by Owner. Travel, living and personnel expenses of Owner's inspectors shall be borne by Owner. Travel living and personnel expenses of TCE's inspectors shall be borne by TCE. All built in import content shall be subjected to inspection by Third Party Inspection Agency nominated by BPCL for which charges are included in quoted prices and no additional charges will be paid by Owner	Noted & accepted
23	Quoted prices are inclusive of all testing and inspection charges	Confirmed
24	Acceptance of all other terms & conditions as per attached : a) General Purchase Conditions. b) Special Purchase Conditions c) Instructions to bidders. d) Terms & Conditions for Supervision of Erection & Commissioning (if applicable) e) Terms & Conditions for Site work(if applicable) Bidder to submit above documents duly signed & stamped along with deviation sheet (if any) as token of acceptance.	Accepted OR Accepted with deviation as indicated in separate deviation sheet Submitted
25	Whether any of the Directors of Vendor is a relative of any Director of BPCL/TCE or the vendor is a firm in which any Director of BPCL/TCE or his relative is a Partner or the vendor is a private company in which any director of BPCL/TCE is a member or Director.	Yes / No
26	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be	Not banned Banned as indicated in

	clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive. Please confirm that you have filled in, signed and attached the enclosed "Proforma of Declaration of Black Listing / Holiday Listing" along with your unpriced offer	Declaration of Black Listing / Holiday Listing Furnished / Not applicable
27	Confirm that all deviations to Technical Specifications have been indicated on a separate deviation sheet. Any deviation indicated in bid elsewhere other than Deviation Sheet shall not be considered.	Separate Technical Deviations Sheet submitted
28	Confirm that all commercial deviations to Tender Conditions, GPC, SPC have been indicated on a separate commercial deviation sheet. Any deviation indicated in bid elsewhere other than Deviation Sheet shall not be considered.	Separate Commercial Deviations Sheet submitted
29	All commercial deviations to Tender Conditions, GPC, and SPC will result in loading of the quoted price as indicated in special purchase conditions.	Noted
30	Any claim arising out of order shall be sent to Owner in writing with a copy to TCE within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by Consultant/ Owner.	Accepted
31	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given herein above shall prevail.	Confirmed & Accepted
32	Confirm readiness for signing of integrity pact in the event of placement of order.	Confirmed

(Signature of Vendor with Company seal)

Name of the Authorised Signatory :

Designation :

Date :

Commercial Questionnaire

(FOR IMPORTED MATERIALS AND EQUIPMENT)

Project No.: TCE-6758A

BLENDING UNIT AT URAN LPG PLANT

Client: Bharat Petroleum Corporation Limited

Vendor Name: M/s. _____

Enquiry No. _____

Vendor's Offer Ref. No. : _____

Tel No. _____ Fax No. _____

Contact Person : _____ E-Mail _____

1. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED WITH EACH AND EVERY SET OF VENDOR'S UNPRICED QUOTATION.
2. FAILURE ON THE PART OF VENDOR IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL THE SETS OF UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".

S. No.	DESCRIPTION	VENDOR'S CONFIRMATION
1	<p>Bid rejection criteria:</p> <p>Bidders shall note that the following provisions of the bidding document must be adhered to without any deviations, failing which the bid shall be considered to be non-responsive and may be rejected. Please confirm the acceptance of these clauses:</p>	Noted
	<p>i. Earnest Money Deposit: (if applicable) : Confirm mode (BG / DD) of submission and details of EMD as per SPC</p> <p>EMD waiver: If applied for, confirm the waiver clause applicable as indicated in SPC, and confirm the supporting documents submitted. Please note that, for BPCL registered vendors, submission of vendor registration letter issued by BPCL is a must.</p>	<p>Submitted BG / DD No.: _____</p> <p>EMD value: USD _____</p> <p>OR</p> <p>Not Applicable</p> <p>Supporting document submitted: _____</p> <p>OR</p> <p>Not submitted. Refer deviation sheet.</p>
	<p>ii. Bid Validity period: Confirm Offer validity of SIX MONTHS from final bid due date.</p>	<p>Confirmed / Not Confirmed refer deviation sheet</p> <p>Validity: _____ Months from bid due date.</p>
	<p>iii. Defects Liability Period: Confirm acceptance of defect liability period clause as indicated in Special Purchase Conditions.</p>	<p>Accepted / Not accepted refer deviation sheet</p>

S. No.	DESCRIPTION	VENDOR'S CONFIRMATION
	<p>iv. Performance Bank Guarantee: Confirm acceptance of performance guarantee clause as indicated in Special Purchase Conditions & General Purchase Conditions.</p>	Accepted / Not accepted refer deviation sheet
	<p>v. Delivery Period: In case a supplier quotes delivery longer than ten weeks from required as indicated in SPC, the bid may be rejected. One month shall be construed as equal to four weeks for the purpose of such evaluation. Please quote earliest firm Delivery period on FOB International Port of Exit basis from the date of Fax of Acceptance only. Indicate approximate sailing period from port of exit to port of destination.</p>	<p>Noted Quoted delivery period: _____ weeks FOB International Port of Exit basis from the date of fax of acceptance. Approximate sailing period from port of exit to port of destination: _____</p>
2	<p>Technical and Commercial Loading: Bidders shall note that the following provisions of the bidding document must be adhered to without any deviations, failing which the quoted prices shall be loaded as indicated in special purchase conditions. The Foreign Bids shall be loaded on FOB Port of Exit prices and the Indian Bids shall be loaded on FOT Dispatch Point prices. Loading maximum up to 10% of the quoted price shall be taken. Please confirm the acceptance of these clauses:</p> <p>i) Payment Terms: Confirm acceptance of payment terms as indicated in special purchase conditions.</p> <p>ii) Firmness of prices: Quoted prices shall remain firm and fixed till complete execution of the order.</p> <p>iii) Ocean Freight charges: Confirm that firm ocean freight charges up to port of entry in India (Mumbai/JNPT) have been quoted separately in price bid.</p> <p>v) Delivery: Delivery longer than required in enquiry shall be loaded @1% per week up to a maximum of ten weeks. One month shall be construed as equal to four weeks for the purpose of such evaluation.</p>	<p>Noted</p> <p>Accepted / Not accepted refer deviation sheet</p> <p>Accepted / Not accepted refer deviation sheet</p> <p>Quoted / Not quoted refer deviation sheet</p> <p>Accepted / Not accepted refer deviation sheet</p>
3	<p>Force Majeure Clause : Confirm acceptance of Force Majeure Clause as indicated in Special Purchase Conditions (GPC).</p>	Accepted / Not accepted refer deviation sheet
4	<p>Arbitration Clause: Confirm acceptance of Arbitration Clause as indicated in Special Purchase Conditions (GPC).</p>	Accepted / Not accepted refer deviation sheet
5	<p>PRICE REDUCTION CLAUSE FOR DELAY IN DELIVERY: In the event of delay beyond the contractual progressive delivery date for reasons not attributable to BPCL and not constituting conditions of force majeure, it will be at BPCL's discretion, without prejudice to his other rights under the contract, to accept delayed delivery, but at the prices reduced at the rate of 1% (one percent) of the order value of delayed goods / supplies per week of delay or part thereof, subject to a maximum of 10% (ten percent) of the total order value.</p>	Accepted / Not accepted refer deviation sheet

S. No.	DESCRIPTION	VENDOR'S CONFIRMATION
6	Prices have been furnished as per "Format For Submitting Price" indicated in Special Purchase Conditions (SPC)	Furnished / Not furnished refer deviation sheet
7	Bank Charges : All Bank charges and stamp duties payable outside India in connection with payments to be made shall be borne by the supplier. All bank charges and stamp duties payable in India shall be borne by BPCL	Confirmed
8	Currency of Quote: Furnish the currency of quote.	Currency of Quote: _____
9	Change in currency once quoted will not be allowed.	Noted & accepted
10	Indicate name, address, telephone nos., fax nos., e-mail address of your Banker for L/C opening,.	
11	Documentation charges are included in quoted prices.	Confirmed
12	Customer references list for the item/ model quoted by you is given in offer.	Confirmed
13	Confirm complete technical literature/catalogue are submitted along with each copy of the offer.	Confirmed
14	Indicate manufacturer's name and address	
15	Country of Origin: Indicate country of origin from where the goods have been offered.	Country of Origin: _____
16	Indicate International Seaport of Exit.	Material shall be despatched from : _____ Country: _____
17	Indicate approximate shipping weight (net and gross) & volume of the consignment.	Approximate shipping weight: _____ Volume: _____
18	Date of clean Bill of Lading shall be considered as date of delivery.	Confirmed
19	BPCL reserves the option to place order on FOB or on C&F basis.	Noted & Accepted

S. No.	DESCRIPTION	VENDOR'S CONFIRMATION
20	Transit Insurance: Prices quoted must exclude transit insurance charges from FOB International Port of Exit as the same shall be arranged by the Purchaser. However, all transit insurance charges for inland transit up to FOB International Port of Exit must be included quoted prices.	Noted and confirmed
21	Taxes & Duties: All taxes, duties and levies of any kind payable up to FOB International Port of Exit shall be borne by supplier.	Accepted
22	Export permit/licence if required shall be supplier's responsibility & any expenditure towards same will be borne by the supplier.	Accepted
23	Part Order: a) Please Confirm acceptance of Part Order	Accepted / Not accepted refer deviation sheet
23	b) In case of part order confirm all lumpsum charges quoted extra if any viz. Documentation, testing, third party, packing, crating, handling, FOB, IBR etc., can be considered on prorata value basis.	Accepted / Not accepted refer deviation sheet
24	Repeat Order: Confirm acceptance of repeat order if ordered within 12 months from the date of placement of original purchase order with same unit price(s) and terms & conditions	Accepted / Not accepted refer deviation sheet
25	Quoted prices shall be inclusive of all testing and inspection charges	Accepted / Not accepted refer deviation sheet
26	Third Party Inspection Charges: Confirm itemised percentage charges for inspection by Third Party Inspection Agencies nominated by BPCL(including inspector's fee) have been separately quoted in the Priced Bid for non IBR items	Confirmed
27	In the event of inspection by TCE or Owner, confirm no extra charges payable to supplier.	Confirmed
28	Acceptance of all other terms & conditions as per attached : a) General Purchase Conditions. b) Special Purchase Conditions c) Instructions to bidders. d) Terms & Conditions for Supervision of Erection & Commissioning (if applicable) e) Terms & Conditions for Site work(if applicable)	Accepted OR Accepted with deviations as indicated in separate deviation sheet.
29	Whether any of the Directors of Vendor is a relative of any Director of BPCL/TCE or the vendor is a firm in which any Director of BPCL/TCE or his relative is a Partner or the vendor is a private company in which any director of BPCL/TCE is a member or Director.	YES / NO

S. No.	DESCRIPTION	VENDOR'S CONFIRMATION
30	<p>Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive.</p> <p>Please confirm that you have filled in, signed and attached the enclosed "Proforma of Declaration of Black Listing / Holiday Listing" along with your unpriced offer.</p>	<p>Not banned</p> <p>Banned as indicated in Declaration of Black Listing / Holiday Listing</p> <p>Furnished / Not applicable</p>
31	<p>Confirm that all deviations to Technical Specifications have been indicated on a separate deviation sheet. Any deviation indicated in bid elsewhere other than Deviation Sheet shall not be considered.</p>	<p>Separate Technical Deviations Sheet submitted</p>
32	<p>Confirm that all commercial deviations to Tender Conditions, GPC, SPC have been indicated on a separate commercial deviation sheet. Any deviation indicated in bid elsewhere other than Deviation Sheet shall not be considered.</p>	<p>Separate Commercial Deviations Sheet submitted</p>
33	<p>All commercial deviations to Tender Conditions, GPC, and SPC will result in loading of the quoted price as indicated in special purchase conditions.</p>	<p>Noted</p>
34	<p>Any claim arising out of order shall be sent to Owner in writing with a copy to TCE within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by Consultant/ Owner.</p>	<p>Accepted</p>
35	<p>Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given herein above shall prevail.</p>	<p>Confirmed & Accepted</p>
36	<p>Confirm readiness for signing of integrity pact in the event of placement of order.</p>	<p>Confirmed</p>

(Signature of Vendor with Company seal)

Name of the Authorised Signatory :

Designation :

Date :

SPEC. NO. TCE.M4-903	TATA CONSULTING ENGINEERS LIMITED	SECTION: E
	DRAWINGS, ENGINEERING DOCUMENTS AND INSTRUCTION MANUALS	SHEET 1 OF 6
1.0	<p><u>SCOPE</u></p> <p>This specification covers the requirements to be followed by the VENDOR/ CONTRACTOR while submitting Drawings, Engineering Documents and Instruction Manuals</p>	
2.0	<p><u>DRAWINGS AND DOCUMENTS</u></p>	
2.1	<p>All drawings and documents submitted by the VENDOR/CONTRACTOR including those submitted at the time of bid shall be with sufficient detail to indicate the type, size, arrangement, weight of each component, breakdown for packing and shipment, the external connections, fixing arrangements required, the dimensions required for installation and interconnection with other equipment and materials, clearance and spaces required between various portions of equipment and any other information specifically requested in the enquiry document.</p>	
2.2	<p>Each drawing and document submitted by the VENDOR/CONTRACTOR shall be clearly marked with the following details.</p>	
	<p>(a) Name of the PURCHASER</p>	
	<p>(b) Name of the CONSULTANT</p>	
	<p>(c) Project Title including (if applicable) number of units and unit numbers</p>	
	<p>(d) Purchase Order Number/Contract Number</p>	
	<p>(e) Title of the Drawing or Document clearly identifying the system, equipment or part</p>	
	<p>(f) Drawing or Document Revision Number and Date of Revision</p>	
	<p>(g) Space for PURCHASER/CONSULTANT's Drawing Number</p>	
	<p>(h) Name of the VENDOR/CONTRACTOR</p>	
	<p>(i) In case of SUB-VENDOR/SUB-CONTRACTOR or MANUFACTURER's drawing, name of the SUB-VENDOR/SUB-CONTRACTOR or MANUFACTURER shall be incorporated.</p>	
	<p>(j) Drawings and documents shall be duly signed in 'checked' and 'approved' columns.</p>	
	<p>(k) Scale to which the drawing is drawn</p>	
	<p>(l) Cross references to all relevant drawings and documents</p>	
	<p>(m) All relevant notes to the drawings and documents. All notes necessary for understanding and execution of work shown on a drawing or document shall be presented on the same drawing or document.</p>	
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SPEC. NO. TCE.M4-903	TATA CONSULTING ENGINEERS LIMITED	SECTION: E
	DRAWINGS, ENGINEERING DOCUMENTS AND INSTRUCTION MANUALS	SHEET 2 OF 6
<p>(n) All legends to all notations</p> <p>(o) Details of revisions carried out as mentioned in para 2.13 below</p> <p>(p) Bill of materials shall be tabulated, wherever required.</p> <p>(q) All titles, notings, markings and writings on the drawing shall be in English.</p> <p>(r) All the dimensions shall be in metric units.</p> <p>(s) If standard catalogues are submitted, the applicable items shall be highlighted therein.</p> <p>2.3 <u>CATEGORISATION OF DRAWINGS AND DOCUMENTS</u></p> <p>2.3.1 The drawings and documents submitted by the VENDOR/CONTRACTOR are generally categorised under the following three heads:</p> <p>(a) Drawings and documents which are to be reviewed and approved (Category FA)</p> <p>(b) Drawings and documents which are to be reviewed and commented but are not for approval (Category FR).</p> <p>(c) Drawings and documents which are for information and records only (Category FI)</p> <p>2.3.2 The category of each drawing and document shall be decided by the PURCHASER/CONSULTANT.</p> <p>2.4 <u>LIST OF DRAWINGS AND DOCUMENTS</u></p> <p>On the issue of Purchase Order or Award of Contract, the VENDOR/CONTRACTOR shall furnish a detailed drawing and document schedule with descriptive title and expected dates of submission within the time as specified in the enquiry document. The categorisation of drawings and documents as per para 2.3.1 above shall be marked by the PURCHASER/CONSULTANT on the Drawing and Document Schedule. The VENDOR/CONTRACTOR shall incorporate these details and submit revised schedules. This schedule shall be revised and drawings and documents added, as necessary, during the progress of work with the concurrence of the PURCHASER/CONSULTANT.</p> <p>2.5 <u>QUALITY OF DRAWINGS AND DOCUMENTS</u></p> <p>2.5.1 The VENDOR/CONTRACTOR shall prepare all necessary detailed drawings, documents and designs etc., giving full and complete information to enable the PURCHASER/CONSULTANT to properly review the design of work.</p> <p>2.5.2 Drawings and documents shall be fully legible and drawn in ink and all writing shall be clearly printed or stencilled.</p>		
		ISSUE R5

SPEC. NO. TCE.M4-903	TATA CONSULTING ENGINEERS LIMITED	SECTION: E
	DRAWINGS, ENGINEERING DOCUMENTS AND INSTRUCTION MANUALS	SHEET 3 OF 6

2.5.3 Reproduced drawings shall be clear and legible with no background shade. Sections and details of points of the work shall be shown on the same drawing of the work to which these relate.

2.5.4 Drawings and their title blocks shall be properly drawn, prepared and printed to the approval of the PURCHASER/CONSULTANT.

2.5.5 Drawings poorly drafted or engineered or without signatures in checked and approval columns will be returned to the VENDOR/CONTRACTOR without review, for necessary action.

2.6 DRAWINGS AND DOCUMENTS BY SUB-VENDORS/SUB-CONTRACTORS

Drawings and documents provided by the SUB-VENDORS/SUB-CONTRACTORS shall be checked thoroughly by the VENDOR/CONTRACTOR with special regard to measurements, size of components, material and details to satisfy himself that they conform to the requirements and to the intent of the enquiry document and the VENDOR/CONTRACTOR shall place thereon his signature and the date of his approval before submitting the same to the PURCHASER/CONSULTANT. Drawings and documents found to be inaccurate or otherwise in error shall be returned to the VENDOR/CONTRACTOR for corrections.

2.7 DESIGN CALCULATIONS

The VENDOR/CONTRACTOR shall generally furnish the following information.

2.7.1 Manual Design Calculations

- (a) Input data and source of information
- (b) Design criteria to satisfy statutory requirements
- (c) Formulae used and references for the same
- (d) Assumptions made. Assumptions made based on experience shall be clearly mentioned.
- (e) Latest applicable National/International Codes and Standards. The Codes and Standards shall be referred to with year of publication, revision number, amendment/addenda.
- (f) Reference drawings and documents along with their revision numbers
- (g) Final results, conclusions and recommendations.

2.7.2 Analysis and Design Calculations using Computers

- (a) VENDOR/CONTRACTOR shall use accredited and validated software and the same shall be indicated.

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R5

SPEC. NO. TCE.M4-903	TATA CONSULTING ENGINEERS LIMITED	SECTION: E
	DRAWINGS, ENGINEERING DOCUMENTS AND INSTRUCTION MANUALS	SHEET 4 OF 6

- (b) Modelling, wherever applicable
- (c) All information as called for in para 2.7.1 above

2.8 SEQUENCE OF SUBMISSION OF DRAWINGS AND DOCUMENTS

- 2.8.1 Drawings and documents shall be submitted without delay in line with the agreed schedule as per para 2.4 above. Number of copies submitted to the PURCHASER/CONSULTANT shall be as per the distribution schedule in Section-F of the enquiry document.
- 2.8.2 The sequence of submission of drawings and documents shall be such that all information or data is available for reviewing each drawing and document when it is received.
- 2.8.3 Revised drawings and documents shall be immediately re-submitted for approval unless directed otherwise by the PURCHASER/CONSULTANT.
- 2.8.4 Drawings and documents submitted out of sequence will be returned to the CONTRACTOR without review for re-submission as per the sequence of drawing and document submission.
- 2.9 The PURCHASER/CONSULTANT shall have the right at all reasonable times to see at the work place of the VENDOR/CONTRACTOR, all drawings and documents of any portion of the work.
- 2.10 The drawings and documents submitted by the VENDOR/CONTRACTOR shall be reviewed by the PURCHASER/CONSULTANT as far as practicable within four (4) weeks and shall be marked up with comments, if any.

One print of such drawings and documents shall be returned to the VENDOR/ CONTRACTOR duly signed by the PURCHASER/CONSULTANT clearly identifying the review status of the drawing or document.

The VENDOR/CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings and documents for approval.

If the VENDOR/CONTRACTOR is unable to incorporate comments in his drawings or documents, he shall clearly state in his forwarding letter such non-compliance along with valid reasons.

Any delays arising out of failure by the VENDOR/CONTRACTOR to rectify the drawings and documents to the satisfaction of the PURCHASER/ CONSULTANT in good time shall not alter the CONTRACT completion date.

- 2.11 Further work by the VENDOR/CONTRACTOR shall be in strict accordance with these drawings and documents and no deviations shall be permitted without the written approval of the PURCHASER/CONSULTANT.

ISSUE R5

SPEC. NO. TCE.M4-903	TATA CONSULTING ENGINEERS LIMITED	SECTION: E
	DRAWINGS, ENGINEERING DOCUMENTS AND INSTRUCTION MANUALS	SHEET 5 OF 6
<p>2.12 The PURCHASER/CONSULTANT's approval of the VENDOR/CONTRACTOR's and SUB-VENDOR's/CONTRACTOR's drawings and documents shall not relieve the VENDOR/CONTRACTOR from his responsibility for errors or omissions which may exist, even though work is done in accordance with such approved drawings and documents. When such errors or omissions are discovered later, these shall be made good by the VENDOR/CONTRACTOR at his expense irrespective of any approval of the PURCHASER/CONSULTANT.</p> <p>2.13 <u>REVISION OF DRAWINGS AND DOCUMENTS</u></p> <p>2.13.1 For all revisions of the drawings and documents, the VENDOR/CONTRACTOR shall ensure that all revisions are clearly encircled with revision numbers marked on the drawings and documents.</p> <p>2.13.2 The VENDOR/CONTRACTOR shall also ensure that general details of revisions are indicated for each revision in the revision block of the drawing or document along with the date and signed by the approving authority.</p> <p>2.14 Any manufacturing and fabrication work carried out prior to the approval of the drawings and documents shall be at the VENDOR's/CONTRACTOR's own risk and expenses.</p> <p>2.15 Final drawings and documents of the work as completed ('As-Built' drawings) shall be prepared by the VENDOR/CONTRACTOR and forwarded to the PURCHASER/CONSULTANT.</p> <p>'As-Built' drawings and documents shall be submitted within three (3) months of the issue of the Provisional Acceptance Certificate.</p> <p>2.16 <u>REPRODUCIBLES</u></p> <p>2.16.1 Reproducibles, where called for in the distribution schedule in Section F of the Enquiry Document shall be submitted after the approval of drawings and documents.</p> <p>2.16.2 Upon completion of the installation, the VENDOR/CONTRACTOR shall furnish a complete set of drawings and documents on reproducible tracing. The VENDOR/CONTRACTOR shall make in a neat and accurate manner, a complete record of all changes and revisions to the original design, as installed in the completed work. These drawings and documents shall be submitted to the PURCHASER/CONSULTANT for records and these become the property of the PURCHASER.</p> <p>2.16.3 In case the drawings and documents are prepared using drafting software, original floppy or compact disc shall be submitted. In addition drawings and documents on Kilburn reproducible tracings film or equivalent shall be submitted as called for in the enquiry document.</p>		
		ISSUE R5

SPEC. NO. TCE.M4-903	TATA CONSULTING ENGINEERS LIMITED	SECTION: E
	DRAWINGS, ENGINEERING DOCUMENTS AND INSTRUCTION MANUALS	SHEET 6 OF 6

3.0 **ENGINEERING DATA**

3.1 The furnishing of engineering data by the **VENDOR/CONTRACTOR** shall be in accordance with the schedule for each set of equipment as specified in the technical specifications and the same shall be in English Language and in metric units unless specified otherwise. The review of these data by the **PURCHASER/CONSULTANT** will cover only general conformance of the data to the specifications and documents interfaces with the equipment provided under the specifications, external connections, and of the dimensions which might affect plant layout. This review by the **PURCHASER/CONSULTANT** may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the **PURCHASER/CONSULTANT** shall not be construed by the **VENDOR/CONTRACTOR**, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.

3.2 All engineering data submitted by the **VENDOR/CONTRACTOR** after final process including review and approval by the **PURCHASER/CONSULTANT** shall form part of the **CONTRACT** documents and the entire works covered under these specifications shall be performed in strict conformity, unless expressly advised otherwise by the **PURCHASER/CONSULTANT** in writing.

4.0 **INSTRUCTION MANUALS**

4.1 The **VENDOR/CONTRACTOR** shall submit to the **PURCHASER/CONSULTANT** for their review, the preliminary instruction manuals for all the equipment, covered under the **CONTRACT** within the time agreed upon between the **PURCHASER/CONSULTANT** and the **VENDOR/CONTRACTOR**. The final instruction manuals complete in all respects shall be submitted by the **VENDOR/CONTRACTOR** within thirty (30) days before the first shipment of the equipment. The instruction manuals shall contain full details and As-Built drawings for all the equipment furnished, the erection procedures, testing procedures, operation and maintenance procedures of the equipment and the same shall be written in English Language unless specified otherwise in the enquiry document. Each manual shall also include a complete set of approved/as-built drawings together with performance/rating curves of the equipment and test certificates where applicable. These instruction manuals shall be submitted in the form of one (1) reproducible original and number of copies shall be as per Section F of the Enquiry Document.

4.2 If, after the commissioning and initial operation of the plant, the instruction manuals require any modification/additions/changes, the same shall be incorporated and the updated final instruction manuals shall be submitted in the form of one (1) reproducible original and number of copies shall be as per Section-F of the enquiry document.

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SPEC. NO. TCE.M4-907	TATA CONSULTING ENGINEERS LIMITED	SECTION: E
	SPARES AND MAINTENANCE TOOLS AND TACKLES	SHEET 1 OF 2

1.0 **GENERAL**

- 1.1 All spares and maintenance tools and tackles shall be designed to enable maintenance to be carried out in the least time and at the least cost and support resources without affecting the performance and safety aspects.
- 1.2 For all major equipment including pumps, fans, drives, heat exchangers and large valves etc., appropriate structural steel members shall be provided for mounting various handling devices which are necessary for the dismantling and re-assembly of the equipment components during maintenance.
- 1.3 All the spares and maintenance tools and tackles supplied shall be new and unused.
- 1.4 The **VENDOR/CONTRACTOR** shall guarantee that before going out of production of spares and maintenance tools and tackles for the equipment furnished, he shall give at least 12 months advance notice to the **PURCHASER**, so that the latter may order his requirement in one lot, if so desired.

2.0 **SPARES**

The **BIDDER** shall include the following three (3) categories of spares in his scope of supply.

2.1 **START-UP AND COMMISSIONING SPARES**

Spares required for start-up and commissioning of the equipment, plant or system shall be indicated by the **BIDDER** in TCE.M4-983 'Schedule of Start-up and Commissioning Spares'. Unit price and total price to be indicated in this schedule are for information only. Total value of such spares shall be included in the quoted price for supply or erection of the equipment, plant or system. For equipment, plant and system for which erection and commissioning is in the **CONTRACTOR**'s scope, quantity of spares actually used during the start-up and commissioning or its total value may be more than that indicated in the **BID**. No additional amount is payable to the **CONTRACTOR** on this account.

2.2 **ESSENTIAL SPARES**

Essential spares are those, which are considered necessary by the **PURCHASER** for three (3) years of trouble-free operation of the equipment, plant or system. These shall be as listed in data sheets A. The **BIDDER** shall include these in TCE.M4-981 'Schedule of Essential and Recommended Spares'. Total value of such spares shall not be included in the quoted price for supply or erection of the equipment, plant or system. This value shall be considered for the purpose of the **BID** evaluation.

2.3 **RECOMMENDED SPAERS**

Recommended spares are those, which are considered necessary by the **BIDDER** for three (3) years of trouble-free operation of the equipment, plant or system in addition to those, specified as 'Essential Spares' by the

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SPEC. NO. TCE.M4-907	TATA CONSULTING ENGINEERS LIMITED	SECTION: E
	SPARES AND MAINTENANCE TOOLS AND TACKLES	SHEET 2 OF 2
<p>PURCHASER. The BIDDER shall include such recommended spares in TCE.M4-981 'Schedule of Essential and Recommended Spares'. Total value of such spares shall not be included in the quoted price for supply or erection of the equipment, plant or system. This value shall be considered for the purpose of the BID evaluation.</p>		
2.4	<p>All spares supplied shall be strictly inter-changeable with the parts for which these are intended to be replacements. The spares shall be treated and packed for long term storage under the climatic conditions prevailing at the site e.g., small items shall be packed in sealed transparent plastic bags with desiccator packs as necessary.</p>	
2.5	<p>Each spare shall be clearly marked or labelled on the outside of its packing with its description and purpose. When more than one spare is packed in a single case, a general description of the contents shall be shown on the outside of such case and a detailed list enclosed. All cases, containers and other packages shall be suitably marked and numbered for the purposes of identification.</p>	
3.0	<p><u>MAINTENANCE TOOLS AND TACKLES</u></p>	
3.1	<p>The BIDDER shall indicate and include in his scope of supply all the necessary tools, tackles, appliances and lifting devices for the effective maintenance and servicing of the equipment and its components. The BIDDER shall list the maintenance tools and tackles offered by him in TCE.M4-982 'Schedule of Maintenance Tools and Tackles'. The BIDDER shall also include and supply the minimum maintenance tools and tackles, as called for in section C and D of the Enquiry Document. PURCHASER reserves the right to exclude any of the above items from the VENDOR's/CONTRACTOR's scope of supply and effect price adjustments on the basis of the unit prices quoted. The despatch of tools, tackles, appliances and lifting devices shall be synchronised with the despatch of the related equipment.</p>	
3.2	<p>Each tool and tackle shall be clearly marked with its size and purpose. Each set of tools and tackles shall be suitably arranged in fitted boxes of mild steel construction, the number of boxes being determined in relation to the layout of the plant in question. The taps, stocks and dies shall be kept in approved mild steel boxes with compartments for individual items. If the weight of any box and its contents is such that it cannot be conveniently carried, it shall be supplied on steerable rubber tyred wheels.</p>	
3.3	<p>Each tool box shall be provided with a lock and two keys and shall be painted navy blue and clearly marked, in white letters, with the name of the equipment, plant or system.</p>	
3.4	<p>The tools and tackles with the appropriate boxes, are to be handed over to the PURCHASER at the time of issue of the taking-over certificate.</p>	
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SPEC. NO. TCE.M4-914	TATA CONSULTING ENGINEERS LIMITED	SECTION: E
PROGRESS SCHEDULE AND REPORTS		SHEET 1 OF 3
1.0	<p><u>SCOPE</u></p> <p>This specification covers general requirements of planning and scheduling of work and progress reporting by the VENDOR/CONTRACTOR.</p>	
2.0	<p><u>PLANNING AND SCHEDULING OF WORK</u></p>	
2.1	<p>Within a period of two weeks from the date of issue of LETTER OF INTENT/PURCHASE ORDER/AWARD OF CONTRACT the VENDOR/ CONTRACTOR shall furnish documents as indicated at para 2.2 below, to the PURCHASER/CONSULTANT. The VENDOR/CONTRACTOR shall furnish the dates of manufacture, testing, despatch, completion of erection and commissioning or stages of work. Work shall be divided into parts and items, showing the order to be adopted for the execution and ensuring that periods do not exceed the periods indicated in the LETTER OF INTENT/PURCHASE ORDER/CONTRACT.</p>	
2.2	<p><u>NETWORK SCHEDULE OR LINKED BAR CHART</u></p> <p>The VENDOR/CONTRACTOR shall submit the Network Schedule or Linked Bar Chart for his portion of supply or erection work to the PURCHASER/ CONSULTANT showing the logic and period of execution of activities for review and approval.</p>	
2.2.1	<p><u>EQUIPMENT SUPPLY</u></p> <p>(a) Commencement and completion of submission of final design data, specifications and calculations</p> <p>(b) Commencement and completion of submission of drawings of various categories</p> <p>(c) Procurement of raw materials and bought out items</p> <p>(d) Manufacturing process indicating all major stages</p> <p>(e) Shop inspection and testing indicating all inspection and tests</p> <p>(f) Shipment indicating each planned shipment</p> <p>(g) Other major key activities considered to be critical to the progress of the PURCHASE ORDER</p>	
2.2.2	<p><u>EQUIPMENT SUPPLY AND ERECTION CONTRACT</u></p> <p>(a) Commencement and completion of submission of final design data, specifications and calculations</p> <p>(b) Commencement and completion of submission of drawings of various categories</p>	
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SPEC. NO. TCE.M4-914	TATA CONSULTING ENGINEERS LIMITED	SECTION: E	
	PROGRESS SCHEDULE AND REPORTS	SHEET 2 OF 3	
	<ul style="list-style-type: none"> (c) Procurement of raw materials and bought out items (d) Manufacturing process indicating all major stages (e) Shop inspection and testing indicating all inspection and tests (f) Shipment indicating each planned shipment (g) Other major key activities considered to be critical to the progress of the PURCHASE ORDER/CONTRACT (h) Commencement of preliminary works (i) Detailed stages of construction and erection for each equipment, structure and system (j) Resources such as labour, material and equipment etc. planned to be mobilised (k) Commissioning of all major systems 		
	<p>2.2.3 <u>WORKS CONTRACT</u></p> <ul style="list-style-type: none"> (a) Commencement and completion of submission of final design data, specifications and calculations (b) Commencement and completion of submission of drawings of various categories (c) Procurement of raw materials and bought out items (d) Manufacturing process indicating all major stages (e) Shop inspection and testing indicating all inspection and tests (f) Shipment indicating each planned shipment (g) Other major key activities considered to be critical to the progress of the PURCHASE ORDER/CONTRACT (h) Commencement of preliminary works (i) Detailed stages of construction and erection for each equipment, structure and system (j) Resources such as labour, material and equipment etc. planned to be mobilised (k) Commissioning of all major systems (l) Phased requirement of bulk materials, if supplied by the PURCHASER 		
		<table border="1"> <tr> <td>ISSUE R7</td> </tr> </table>	ISSUE R7
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SPEC. NO. TCE.M4-914	TATA CONSULTING ENGINEERS LIMITED	SECTION: E
	PROGRESS SCHEDULE AND REPORTS	SHEET 3 OF 3

(m) Cash flow, if required by the PURCHASER/CONSULTANT

- 2.3 Appropriate time shall be allocated for the approval of the documents and inspection of the equipment by the PURCHASER/CONSULTANT. Such time periods shall be indicated in the Network Schedule or Linked Bar Chart.
- 2.4 Work shall be carried out in line with the Network Schedule or Linked Bar Chart approved by the PURCHASER/CONSULTANT. The Network Schedule or Linked Bar Chart shall be updated every month or at a frequency mutually agreed upon.
- 2.5 Major milestones and completion dates as indicated in the approved Network Schedule or Linked Bar Chart shall not be amended unless the consent of the PURCHASER/CONSULTANT has been obtained.
- 2.6 Progress meetings shall be held at regular intervals and latest updated and approved Network Schedule or Linked Bar Chart shall be the basis for discussion. Responsible representatives of the VENDOR/CONTRACTOR and the PURCHASER/CONSULTANT shall attend the meeting.

3.0 **PROGRESS REPORTS**

- 3.1 During manufacture or the execution of the PURCHASE ORDER/CONTRACT the VENDOR/CONTRACTOR shall furnish monthly progress reports to the PURCHASER/CONSULTANT in a format as specified by the PURCHASER/CONSULTANT. The report shall indicate the progress achieved during the month and total progress up to the month as against scheduled progress. Anticipated completion dates in respect of key phases of work such as release of drawings for fabrication, procurement of raw material, fabrication, inspection, testing and shipment shall be indicated.
- 3.2 Corrective action for the slippage, if any, in the schedule shall be highlighted in the progress report.
- 3.3 After the site work or erection has commenced, the VENDOR/CONTRACTOR shall provide the PURCHASER/CONSULTANT, at regular intervals, the detailed reports on the progress of all works under the CONTRACT. In case of erection, of critical items, VENDOR/CONTRACTOR shall submit a document indicating the proposed erection scheme with complete details of erection planning and resources proposed to be used for review and approval by PURCHASER/CONSULTANT. The VENDOR/CONTRACTOR shall submit photographs showing the progress of work at the time and in the manner specified by the PURCHASER/CONSULTANT. The VENDOR/CONTRACTOR shall provide the PURCHASER/CONSULTANT, with daily reports giving the number of labourers, skilled workers, supervisory staff and major construction equipment - his own as well as the SUB-VENDOR's/SUB-CONTRACTOR's employed by him, in addition to their locations at the work site.

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SPEC NO. TCE.6758A-954	TATA CONSULTING ENGINEERS LIMITED	SECTION : F SHEET 1 OF 2
	SCHEDULE OF DISTRIBUTION OF DRAWINGS AND DOCUMENTS	

Document Description	BPCL	TCE	TCE Site	Supplier / Contractors
TCE Progress Reports, General Correspondence	2	S	1	-
TCE Site Progress Reports	1	1	S	-
Concept Notes				
◆ Preliminary	2	S	-	-
◆ Final	2	S	-	-
Design Drawings from TCE to BPCL				
◆ Preliminary 'P' issues	2	S	2	2
◆ 'R' issues for Site execution / installation	2 (**)	S	1 (**)	2 (**)
◆ As-Built' drawings	3+ 1CD	S	-	-
Tender Specification				
◆ Draft	3	S	-	-
◆ Final	5	S	-	-
Purchase order from BPCL to contractors				
◆ Final	S	1	1	2
General Correspondence from contractors				
◆ Commercial	1	1	1	S
◆ Technical	1	1	1	S
General Correspondence to Contractor				
◆ From TCE	1	S	1	1
◆ From BPCL	S	1	1	1
General Correspondence from TCE site to				
◆ Site Contractor	1	1	S	1
◆ BPCL	1	1	S	-
Vendor Documents / drawings				
◆ 1 st Submission	2(*)	3(*)	-	S
◆ Subsequent revisions	2(*)	3(*)	-	S
◆ Final approved drawings	4#	2	-	S
◆ As-built drawings	2	1	-	S
Operation / Maintenance Manuals by				
◆ Preliminary	3(*)	3 (*)	1	S
◆ Final	3	1	1	S
Inspection / Expediting Reports	3	S	1	-

SPEC NO. TCE.6758A-954	TATA CONSULTING ENGINEERS LIMITED	SECTION : F SHEET 2 OF 2
	SCHEDULE OF DISTRIBUTION OF DRAWINGS AND DOCUMENTS	

Document Description	BPCL	TCE	TCE Site	Supplier / Contractors
Test & Evaluation reports and Commissioning Reports	3	S	1	-
Marked up for As-Built drawings from contractor	-	-	2	S

NOTES

* - TCE shall review the drawings and stamp with comments and send the commented copies to BPCL and Vendor.

** - BPCL will send one copy of signed and stamped drawing released to site for construction to TCE design office, one copy to TCE site and two copies to Contractor.

Vendor shall provide 4 hard copies and 2 soft copies (editable version) of the final drawings and documents for BPCL's reference and records.

LEGENDS

S = Source, CD = compact disc

TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED	SECTION: WRITE-UP SHEET 1 OF 3
	SCHEDULE OF PERFORMANCE GUARANTEE	

1.0 PERFORMANCE GUARANTEES & TESTS

- 1.1 The CONTRACTOR shall guarantee that materials and operation of the system shall meet the requirements of this specification.
- 1.2 The CONTRACTOR shall guarantee satisfactory performance of the proposed Butane pre heater with following parameters:

SI. No.	DESCRIPTION	UNIT	SPECIFICATION
	Butane Pre heater		
1	Outlet temperature at the exit flange of Butane pre heater at the design flow rate given in the data sheet	Deg C	15 Deg C \pm 2 Deg C
2	Power Consumption	kW	To be indicated by the bidder in the bid

2.0 PERFORMANCE TESTS

- 2.1 The CONTRACTOR shall conduct the performance test of the Butane pre heater after commissioning within the guarantee period.
- 2.2 It is the responsibility of the CONTRACTOR to conduct the performance test and also arrange for all instruments with calibration certificates and equipment to conduct the required guarantee tests.
- 2.3 After the system has been stabilized by the vendor during trial run, the vendor shall conduct a performance guarantee test run for the complete system prior to handing over the plant to the owner. The procedure for performance testing shall be submitted to the owner / consultant for review and shall be mutually agreed.
- 2.4 CONTRACTOR shall furnish, after the award of Contract, the detailed test procedure and suggested period of testing, for OWNER's review and approval.

3.0 BID EVALUATION

- 3.1 The BIDDER shall comply with the performance parameters wherever they are specified in Data Sheets of this tender specification. No credit shall be given during the Bid evaluation, if parameters better than those specified are offered by the BIDDER.

TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED	SECTION: WRITE-UP
	SCHEDULE OF PERFORMANCE GUARANTEE	SHEET 2 OF 3

- 3.2 BIDDER shall completely study all sections of this specification and indicate all deviations in the Schedule of Deviations. If no deviations are indicated or except for the deviations indicated in the Bid, it will be presumed that the Bid conforms in all aspects to the specification and OWNER reserves the right to evaluate the Bid without any further reference to the BIDDER. It is binding on the part of BIDDER to supply the equipment in accordance with the specification except for the deviations accepted by the OWNER. No extra claims on this account will be accepted after the award of the Contract

TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED	SECTION: WRITE-UP
	SCHEDULE OF PERFORMANCE GUARANTEE	SHEET 3 OF 3

SCHEDULE OF PERFORMANCE GUARANTEE

(TO BE FILLED BY BIDDER)

SUPPLIER shall furnish performance guarantee for all the continuously operating rotating equipments in respect of all items listed in table below. Only the values indicated in the Table will be considered for evaluation.

Also the values indicated in Table and the guaranteed performance curve will be the basis for evaluation of the performance test by the PURCHASER and/or acceptance of the compressor.

Values furnished by Bidder in this schedule shall alone be considered for Loading during Bid Evaluation.

Bidder to fill individually for each centrifugal pump as applicable.

Sl. No	Particulars	Guaranteed value
1	Outlet temp of butane at the design flow rate given in the data sheet	Deg C
2	Power Consumption at the design conditions	kW/hr

If the above guaranteed are not sustained on test, the contractor hereby guarantees that he shall make good the deficiency in each every case by altering and / or replacing the defective at no extra cost to the Purchaser.

	SIGNATURE	
	NAME	
COMPANY SEAL	DESIGNATION	
	DATE	

TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED	SECTION: SOP
	SCHEDULE OF PRICE	Page 1 of 5

BID DOCUMENT NO: TCE.6758A-B-300-002
 ITEM: Butane Pre Heater
 PROJECT : BLENDING UNIT AT BPCL URAN
 CLIENT : M/s. BHARAT PETROLEUM CORPORATION LIMITED
 SUPPLIER'S BID REF _____ DT _____

Sr. No.	Description	Form No
	INDIGENOUS BIDDERS:	
1.	Price Schedule for Design of complete butane pre heater skid, supply of butane pre heater, supply of mandatory and commissioning spares, Performance Guarantee, Installation Supervision and Commissioning assistance	SP-1
2.	Price Schedule for Recommended Spares for Two Years Operation & Maintenance	SP-2

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TCE.6758A-B-300-002	TATA CONSULTING ENGINEERS LIMITED			SECTION: SOP
	SCHEDULE OF PRICE			Page 2 of 5
SCHEDULE OF PRICE - INDIGENOUS (FORM SP-1)				
BASIC PRICE FOR SUPPLY OF BUTANE PRE HEATER (AS MENTIONED BELOW) INCLUDING DESIGN / DETAIL ENGINEERING, MANUFACTURING , TESTING, MANDATORY SPARES, COMMISSIONING & START-UP SPARES, MAINTENANCE TOOLS & TACKLES, SPECIAL TOOLS AND TACKLES AND THIRD PARTY INSPECTION CHARGES FOR IMPORT CONTENT IF APPLICABLE, PACKING & FORWARDING CHARGES FOR THE FOLLOWING TAGS IN STRICT COMPLIANCE WITH TECHNICAL SPECIFICATION AND VARIOUS ATTACHMENTS / ENCLOSURES / ANNEXURE MENTIONED THEREIN, DATA SHEETS, STANDARDS, SPECIFICATIONS AND TO THE SATISFACTION OF THE ENGINEER-IN-CHARGE.				
SL. No	ITEM DESCRIPTION	QUANTITY	UNIT RATE (Rs)	TOTAL AMOUNT (Rs)
A1	Design of complete butane pre heater, supply of butane pre heater, supply of mandatory and commissioning spares, Performance Guarantee	1 SET		
B	EXCISE DUTY @ _____% OF A			
C	CST @ _____% OF (A+B) OR MVAT @ _____% OF (A+B)			
D	FREIGHT CHARGES @ _____% OF "A" FOR TAG NO. 143-P-405 A			
E	OCTROI @ _____% OF (A+B+C+D)			
F	OCTROI SERVICE @ _____% OF E			
G	TOTAL (A+B+C+D+E+F)			
H	LUMPSUM PRICE FOR SUPERVISION OF INSTALLATION, COMMISSIONING			
I	SERVICE TAX @ 12.36% OF H			
<p>NOTE:</p> <p>1) NO TAXES AND DUTIES OTHER THAN THOSE INDICATED ABOVE SHALL BE PAYABLE.</p> <p>2) BIDDER'S TO NOTE THAT SUPERVISION WILL BE IN THREE STAGES i.e. ERECTION / INSTALLATION, MECHANICAL / PRE COMMISSIONING AND COMMISSIONING / TESTING WITH TIME LAG. AT EVERY STAGE BIDDER WILL BE GIVEN ADVANCE INFORMATION BY BPCL/TCE. LUMPSUM PRICE SHALL INCLUDE TRAVEL CHARGES, LODGING AND BOARDING ETC</p>				
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TCE.6758A-B-300-001	TATA CONSULTING ENGINEERS LIMITED	SECTION: SOP
	SCHEDULE OF PRICE	Page 3 of 5

SCHEDULE OF PRICE - INDIGENOUS (FORM SP-2)

RECOMMENDED SPARES FOR TWO YEARS OPERATION & MAINTENANCE
(Bidder to use photocopy of this proforma to furnish tag wise details)

SL. No	ITEM DESCRIPTION / TAG NO.	QUANTITY	UNIT RATE (Rs) IN FIGURES AND WORDS	AMOUNT (Rs) IN FIGURES AND WORDS

NOTE:

1. Vendor's quoted prices in Form SP-1 of price schedule shall be exclusive of the cost of recommended spares for two years operation
2. Specify Firm Freight charges (payable extra) for two years spares @ _____ % (applicable only in case of two years spares ordered separately)
3. Cenvatable Service Tax extra @ _____ % shall be applicable on above freight charges for two years spares.
4. Excise Duty (ED) applicable extra on two years spares @ _____ %
5. Central Sales Tax (CST) against Form C applicable extra on two years spares @ _____ %
6. MVAT, if applicable extra on two years spares @ _____ %
7. OCTROI @ _____ %
8. OCTROI SERVICE CHARGES @ _____ % OF OCTROI.
9. The above quoted Price should be valid up to six months after contract delivery period.
10. Recommended spares for 2 years operations and maintenance will not be considered during price evaluation.

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TCE.6758A-B-300-001	TATA CONSULTING ENGINEERS LIMITED					SECTION: SOP
	SCHEDULE OF PRICE					Page 4 of 5
SCHEDULE OF PRICE - FOREIGN (FORM SP-1A)						
BASIC PRICE FOR SUPPLY OF BUTANE PRE HEATER (AS MENTIONED BELOW) INCLUDING DESIGN / DETAIL ENGINEERING, MANUFACTURING , TESTING, MANDATORY SPARES, COMMISSIONING & START-UP SPARES, MAINTENANCE TOOLS & TACKLES, SPECIAL TOOLS AND TACKLES AND THIRD PARTY INSPECTION CHARGES FOR IMPORT CONTENT IF APPLICABLE, PACKING & FORWARDING CHARGES FOR THE FOLLOWING TAGS IN STRICT COMPLIANCE WITH TECHNICAL SPECIFICATION AND VARIOUS ATTACHMENTS / ENCLOSURES / ANNEXURE MENTIONED THEREIN, DATA SHEETS, STANDARDS, SPECIFICATIONS AND TO THE SATISFACTION OF THE ENGINEER-IN-CHARGE.						
SL. No	ITEM DESCRIPTION	QUANTITY	CURRENCY	UNIT RATE	TOTAL AMOUNT	
A1	Design of complete butane pre heater, supply of butane pre heater, supply of mandatory and commissioning spares	1 SET				
B	Third Part Inspection charges			Lumpsum		
C	TOTAL (A+B)					
D	LUMPSSUM PRICE FOR SUPERVISION OF ERECTION AND COMMISSIONING (Note 2)					
E	SERVICE TAX @ 12.36% OF D					
<p>NOTE:</p> <p>1) NO TAXES AND DUTIES OTHER THAN THOSE INDICATED ABOVE SHALL BE PAYABLE.</p> <p>2) BIDDER'S TO NOTE THAT SUPERVISION WILL BE IN THREE STAGES i.e. ERECTION / INSTALLATION, MECHANICAL / PRE COMMISSIONING AND COMMISSIONING / TESTING WITH TIME LAG. AT EVERY STAGE BIDDER WILL BE GIVEN ADVANCE INFORMATION BY BPCL/TCE. LUMPSSUM PRICE SHALL INCLUDE TRAVEL CHARGES, LODGING AND BOARDING ETC</p>						
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TCE.6758A-B-300-001	TATA CONSULTING ENGINEERS LIMITED	SECTION: SOP
	SCHEDULE OF PRICE	Page 5 of 5

SCHEDULE OF PRICE - FOREIGN (FORM SP-2A)

RECOMMENDED SPARES FOR TWO YEARS OPERATION & MAINTENANCE
(Bidder to use photocopy of this proforma to furnish tag wise details)

SL. No	ITEM DESCRIPTION / TAG NO.	QUANTITY	CURRENCY	UNIT RATE IN FIGURES AND WORDS	AMOUNT IN FIGURES AND WORDS

NOTE:

1. Vendor's quoted prices in Form SP-1A of price schedule shall be exclusive of the cost of recommended spares for two years operation
2. The above quoted price shall be FOB port of exit basis
3. Recommended spares for 2 years operations and maintenance will not be considered during price evaluation.
4. The above quoted price should be valid upto six months after contract delivery period.

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