

**ENGINEERING AND PROJECTS (MATERIALS)
BHARAT PETROLEUM CORPORATION LIMITED
UDYOG MARG, SECTOR-1, NOIDA**



PRESS TENDER

**SUPPLY OF CONTROL CABLE, SIGNAL CABLE AND
POWER CABLE FOR OISD 117 IMPLEMENTATION**

CRFQ NO.: 1000184371

DUE ON: 29/04/13 AT 1500 HRS IST

05th April 2013

Dear Sir/Madam,

Subject: Press tender for inviting bids for supply of Control, Signal & Power Cable (CRFQ no. 1000184371 due on 29/04/13 at 3 pm IST)

1 Objective

BPCL intends to procure Control, Signal and Power Cables for various POL locations as is specified in the tender. The objective of this tender is to invite technical and commercial proposals from vendors for Supply of Cables for OISD 117 Implementation.

A value contract will be awarded to successful bidder so that call-offs can be generated as per the required qty. of different sizes within the value limit of the contract.

BPCL would place call off for 70% of the above requirement within 3 months from date of Contract and the balance 30% requirement would be placed within subsequent months.

2 This **tender document** consists of the following annexure, which are enclosed:

a) Techno-Commercial Bid

2.1 Technical Specification	- Annexure I
2.2 General Purchase Conditions	- Annexure II
2.3 Special Purchase Conditions	- Annexure III
2.4 General Instructions to vendors for e-tendering	- Annexure IV
2.5 Integrity Pact	- Annexure V

b) Price bid: Price bid for Indian vendors is enclosed with this tender document. Price bid shall have to be submitted **online** in the appropriate form provided.

3 All the documents associated with Techno-Commercial bid (consisting of all the aforementioned annexures and documents uploaded by the vendor) and price bid shall form the part of the tender. **The entire bid shall be online only.** General Instructions to vendors for e-tendering are as given in the Annexure IV of this tender.

Offers should strictly be in accordance with the tender terms & conditions and our specifications. Vendors are requested to carefully study all the documents/annexures and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

- 4 **Vendors** shall also have to essentially sign an **Integrity Pact (IP)** mentioned in point 3.5 above) for participating in this tender.
- 5 Please visit the website <https://bpcl.eproc.in> for participating in the tender and submitting your bid online.
- 6 Your online bid should be submitted on or before the due date of this tender viz. **29th April, 2013 3 pm IST.**
- 7 Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.
- 8 Price bid of only shortlisted vendors based on Bid Qualification Criteria shall be opened whose Techno-Commercial bid is found to be acceptable to us.
- 9 It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof

Thanking you,

Yours faithfully,
for Bharat Petroleum Corporation Ltd.

G C Ganguly
Procurement Leader

ANNEXURE I – TECHNICAL SPECIFICATIONS

DATA SHEETS FOR INSTRUMENTATION CABLES

1.1.1 SIGNAL & COMMUNICATION CABLE FOR INSTRUMENTATION

1	Type of cable	PVC Insulated (Fire Redundant Low Smoke) copper cable, Single Pair/ Single Triad/ Multi-pair/ Multi-triad shielded copper cable
2	Construction	Multi strand/ solid annealed electrolytic copper
3	Conductor	1.5 sq. mm or 2.5 sq. mm, Made of 7 stranded annealed electrolytic copper conductor. Each strand shall be <ul style="list-style-type: none"> • 0.53 mm dia for 1.5 sqmm. • 0.67 mm dia for 2.5 sqmm.
4	Primary insulation	Extruded PVC as per IS 5831 type C. Min thickness 0.6mm
5	Pair twist	The cores of the pair/triad shall be twisted. 10 number of twist per meter shall be minimum.
6	Voltage Rating	Up to and including 1100 volts as per IS 1554 Part 1.
7	Shield (Individual Pair)	Each pair shall be shielded with aluminum backed mylar tape with 100 % coverage and minimum 25 % overlap along with drain wire. The overall shield shall be of aluminum backed mylar tape with 100 % coverage and minimum 25 % overlap along with drain wire.
8	Shield (Multipair)	Each pair shall be shielded with aluminum backed mylar tape with 100 % coverage and minimum 25 % overlap. Also the overall shield shall be of aluminum backed mylar tape with 100 % coverage and minimum 25 % overlap
9	Shield thickness	Min. 0.05 mm for individual and Min. 0.075 mm for overall shielding
10	Inner Jacket / Sheath	Flame retardant, Extruded PVC, type ST2 (90 Deg C) as per IS 5831. <ul style="list-style-type: none"> • Min. thickness 0.3 mm • Min. Oxygen Index of PVC : 30 at 27DegC (+/-) 2DegC • Temp. Index : Over 250DegC • The sheath shall be heat resistant, oil resistant and flame retardant material as per IS 5831. • Rip Cord: shall be provided.
11	Outer Jacket / Sheath	Flame retardant, low smoke Extruded PVC, type ST2 (90 Deg C) as per IS 5831. <ul style="list-style-type: none"> • Min. thickness 1.4 mm • Min. Oxygen Index of PVC : 30 at 27DegC (+/-) 2DegC • Temp. Index : Over 250DegC • Flame retardant requirements as per IS 10810 (Part 62) category AF or IEC 60332 category A. • Acid generation shall be maximum 20% by weight as per IEC 60754 • Smoke density rating shall not exceed 60% as per ASTM D 2843 • The sheath shall be of low smoke, heat resistant, oil resistant and flame retardant material as per IEC 60331. • Suitable protection against rodent and termite attack. • Colour - Blue
12	Identification	Pair identification number shall be provided at distance of not more than 1 meter. Sequential marking for the length of the cable at every 1 mtr on

		the outer sheath. - Multicore cables – as per ITD Colour Code - Pair / Triad cables – as per ITD Colour Code.
13	Drain wire	0.5 sq.mm multistrand tinned copper conductor in a continuous contact with aluminum side of the shield shall be provided,
14	Armour	Armour over inner jacket shall be of Galvanised steel wire as per IS 1554 Part – I. (1.4 mm. Wire for 1-pair and 4x0.8mm strip for multipair) Note: if the calculated inner dia (below the armouring) is less than 13mm the armour shall consist galvanized steel wire. if the calculated inner dia (below the armouring) is more than 13mm the armour shall consist galvanized steel strip.
15	Electrical characteristics	Maximum resistance of the conductor of the complete cable shall not exceed - 12.3 ohm/Km at 20-deg. C for 1.5 sqmm - 7.41 ohm/Km at 20-deg. C for 2.5 sqmm Mutual capacitance of the adj. cores or pair/triad shall not exceed a Max. Of 250 pF/mtrs at a frequency of 1 kHz. Capacitance between any core and screen shall not exceed 400 pF/mtr at a frequency of 1 kHz. The drain wire resistance including shield shall not exceed 30 ohms/km. Electrostatic noise rejection ratio shall be over 76 dB. L/R ratio shall not exceed 25 microhenries per ohm.

1.1.2 CONTROL CABLE FOR INSTRUMENTATION

1	Type of cable	PVC Insulated (Fire Redundant Low Smoke) armoured copper cable.
2	Conductor / Construction (as applicable)	1.5 sq. mm size, solid bright annealed electrolytic copper conductor, insulated and sheathed. Or 2.5 sq. mm size, solid bright annealed electrolytic copper conductor, insulated and sheathed.
3	Voltage Rating	Up to and including 1100 volts as per IS 1554 Part 1.
4	Primary insulation	Extruded PVC as per IS 5831 type C. Min thickness 0.7 mm
5	Inner Sheath	Flame retardant, Extruded PVC, type ST2 (90 Deg C) as per IS 5831. <ul style="list-style-type: none"> • Min. thickness 0.7 mm • Min. Oxygen Index of PVC : 30 at 27DegC (+/-) 2DegC • Temp. Index : Over 250DegC • The sheath shall be of low smoke, heat resistant, oil resistant and flame retardant material as per IEC 60331. • Rip Cord: shall be provided.
6	Outer Sheath	Flame retardant, Low smoke Extruded PVC, type ST2 (90 Deg C) as per IS 5831. <ul style="list-style-type: none"> • Min. thickness 1.4 mm • Min. Oxygen Index of PVC : 29 at 27DegC (+/-) 2DegC • Temp. Index : Over 250DegC • Flame retardant requirements as per IS 10810 (Part 62) category AF or IEC 60332 category A. • Acid generation shall be maximum 20% by weight as per IEC 60754 • Smoke density rating shall not exceed 60% as per ASTM D 2843 • The sheath shall be of low smoke, heat resistant, oil resistant and flame retardant material as per IEC

		60331. <ul style="list-style-type: none"> Suitable protection against rodent and termite attack.
7	Electrical characteristics	Maximum resistance of the conductor of the complete cable shall not exceed - 12.3 ohm/Km at 20-deg. C for 1.5 sqmm - 7.41 ohm/Km at 20-deg. C for 2.5 sqmm
8	Armour over inner sheath	Armour over inner sheath shall be provided of galvanised steel wire/flat strip (1.4 mm. wire for 2-Core and 4x0.8mm strip for multicore)
9	Core identification	Core identification number shall be provided at a distance of not more than 1 meter Sequential marking for the length of the cable at every 1 mtr on the outer sheath.
10	Colour Code	For Core Insulation – as per IS1554 For Primary Insulation of cores – as per IS1554

1.1.3 POWER CABLE FOR INSTRUMENTATION

1	Type of cable	PVC Insulated (Fire Redundant Low Smoke) armoured copper cable.
2	Conductor / Construction (As Applicable)	1.5 sq. mm Size, multi stranded annealed bare electrolytic grade copper conductor. Or 2.5 sq. mm Size, multi stranded annealed bare electrolytic grade copper conductor.
3	Voltage Rating	Up to and including 1100 volts
4	Primary insulation	Extruded PVC as per IS 5831 type C. Min thickness 0.7 mm
5	Inner Sheath	Flame retardant, Extruded PVC, type ST2 (90 Deg C) as per IS 5831. <ul style="list-style-type: none"> min thickness as per table 4 of IS 1554 Part (I) Min. Oxygen Index of PVC : 30 at 27DegC (+/-) 2DegC Temp. Index : Over 250DegC Flame retardant requirements as per IS 10810 (Part 62) category AF or IEC 60332 category A. Acid generation shall be maximum 20% by weight as per IEC 60754 Smoke density rating shall not exceed 60% as per ASTM D 2843 The sheath shall be of low smoke, heat resistant, oil resistant and flame retardant material as per IEC 60331.
6	Outer Sheath	Flame retardant, Extruded PVC, type ST2 (90 Deg C) as per IS 5831. <ul style="list-style-type: none"> min thickness as per table 7 of IS 1554 Part (I) Min. Oxygen Index of PVC : 29 at 27DegC (+/-) 2DegC Temp. Index : Over 250DegC Flame retardant requirements as per IS 10810 (Part 62) category AF or IEC 60332 category A. Acid generation shall be maximum 20% by weight as per IEC 60754 Smoke density rating shall not exceed 60% as per ASTM D 2843 The sheath shall be of low smoke, heat resistant, oil resistant and flame retardant material as per IEC 60331.
7	Armour over inner sheath	Galvanized steel wire for UAD less than 13 mm, Galvanized steel strip for UAD greater than 13 mm Dimensions as per table 5 of IS 1554 Part 1

8	Core identification	2 Core : Red & Black 3 Core : Red, Yellow & Blue Sequential marking for the length of the cable at every 1 mtr on the outer sheath. Multi-core cable shall be identified by core numbers marked at regular interval of 1mtr.
9	Electrical characteristics	Max. resistance of the conductor of the complete cable shall not exceed 7 ohm/km at 20 deg. C

POWER CABLE (FOR HIGHER SIZES ABOVE 2.5 MM2)

Power Cable shall be XLPE insulated FR-PVC Sheath armoured cable.

1. Extruded XLPE Inner Sheath but as per Standard Inner Sheath will be Extruded PVC Type ST-2 with FR Properties.
2. Extruded XLPE Outer Sheath but as per Standard Outer Sheath will be Extruded PVC Type ST-2 with FR Properties.
3. Above Power Cable above 2.5 mm2 will be of AL Conductor.

LOW VOTAGE CABLES
Part-II
DESIGN DATA SHEET

General	001	Make	
	002	Voltage Grade	1100 Volts
	003	Quantity	As per tender
	004	Tolerance	+/- 1%
CODES & STANDARDS	005	IS 8130: Specification for conductors for insulated electric cables and flexibles cords.	
	006	IS 5831: Specification for PVC insulation & sheath of electric cables.	
	007	IS 7098 (Part-1): Specification for Cross linked polyethylene insulated PVC sheathed cables.	
	008	IS 1554 (Part-1): Specification for PVC insulated (heavy duty) electric cables.	
	009	IS 3975: Specification for mild steel wires, strips and tapes for armouring of cables.	
	010	IS 10810: Method of test for cables.	
	011	IS 10418: Specification for drums for electric cables.	
	012	Fire insurance Authority Regulations.	
CONSTRUCTION	013	Conductor	
	014	Material	AL/Cu
	015	Aluminium Conductor details.	
		a) Type	Circular/sector shaped
		b) Grade	H2 / H4
		c) Class	Class 2 (Stranded) as per IS 6130
		d) Stranded Conductor	6 mm ² and above.
		e) Solid Conductor	
	016	Copper Conductor details.	
		a) Type	Circular/sector shaped
		b) Class	Class 1 (Solid)/ Class 2 (Stranded) as per IS 8130
		c) Stranded Conductor	1.5 mm ² and above.
		d) Solid Conductor	
		e) Tin coating required	No
	017	Insulation	XLPE / PVC

	018	Type	Extruded
	019	Conductor Temperature	
		a) Rated	90° C (XLPE)
		b) During short circuit	250° C (XLPE)
	020	Inner sheath	
		a) Material	PVC Type ST1 for PVC Cables.
			PVC Type ST2 for XLPE Cables.
		b) Type	Extruded
		c) Colour	Black
	021	Armour	
	022	Single core cables	
		a. To be provided	Yes
		b. Material	Aluminium
		c. Type	Single layer round wire armour
	023	Multi core cables	
		a) To be provided	Yes
		b) Material	GI
		c) Type	Single layer round wire/flat strip as per cl 2.5 of part-I
	024	Outer Sheath	FR-PVC
		a) Material	PVC Type ST1 for PVC cables
			PVC Type ST2 for XLPE cables
		b) Type	Extruded
		c) Colour	
		I. For single core power cables	Black
		II. For single core earthing cables	Green
		III. For twin, three & multicore cables	Black
		d) Embossment interval	Every 1 m
		e) Special requirements for outer sheath to suit chemicals or fumes handled in plant.	Yes
		f) Anti-rodent and Anti-termite	Yes
FR LS /F RD AT A	025	Fire resistant properties	
		i) Fire retardant (FR)	Yes

		ii) Fire resistant low smoke (FRLS)	No
	026	FRLS/FR Data	Not Applicable
		a) Minimum oxygen index.	-
		b) Minimum Temperature index.	-
	027	Data for FRLS cables only	Not Applicable
		a) Maximum acid gas generation	-
		b) Smoke density	-
	028	Cable catalogue containing :	
DRAWING AND DOCUMENTS.		a) Conductor data like material, class, cross sectional area shape, maximum DC resistance at 20°C, approximate resistance, reactance & capacitance at 50 Hz.	
		b) Dimensions and weights of single core, two, three & multi core armoured, unarmoured, stranded/solid, aluminium or copper conductor power & control cables.	
		c) Current ratings of power & control cables. Short circuit rating for one second duration & formula for calculating it for other durations.	
		d) Rating factors for air & ground temperature variation, depth of laying, variation in thermal resistivity of soil & group rating factors for laying in ground in horizontal, trefoil formation, depth of laying & laying on trays in open air & in concrete trenches.	
		e) Recommended maximum bending radius.	
		f) Max. Permissible tensile strength for cables pulled with stacking and for cables pulled with pulling eye.	
	029	Type test certificates.	
	030	Routine, Acceptance & Optional test certificates.	
	031	Quality assurance plan and Inspection Test Procedure.	

LOW VOTAGE CABLES
Part-III
INSPECTION TEST PLAN

SR No.	Tests	Reference documents.	Sample Size.	Scope of Inspection		
				Vendor	BPCL/TPIA	Remark.
A)	Type Tests					
a)	Test for Conductor					
i	Annealing test (for Copper)	IS 1554, IS 7098	IS 1554 / IS 7098 a applicable & IS 10810	P	R	
ii	Tensile Test (for Aluminium)	-do-		P	R	
iii	Wrapping test (for Aluminium)	-do-		P	R	
iv	Resistance test.	-do-		P	R	
b)	Test for Armouring					
i	Tensile Test	IS 3975	IS 1554 / IS 7098 a applicable & IS 10810	P	R	
ii	Torsion test (For Round wire Armour only)	-do-		P	R	
iii	Wrapping test	-do-		P	R	
iv	Resistance test (For round wire & strip Armour only)	-do-		P	R	
c)	Test for PVC Insulation and Sheath					
i	Test for thickness of Insulation & Sheath	IS 1554, IS 7098, IEC 60502		P	R	
ii	Tensile strength & elongation at break.	IS 1554, IS 7098.		P	R	
iii	Ageing in air oven	IS 1554, IS 7098, IEC 60502		P	R	
iv	Shrinkage test	IS 1554, IS 7098.		P	R	
v	Hot	IS 1554, IS		P	R	

	Deformation	7098.	IS 1554 / IS 7098 a applicable & IS 10810			
vi	Loss of mass in air oven	IS 1554, IS 7098, IEC 60502		P	R	
vii	Heat Shock test	IS 1554, IS 7098, IEC 60502		P	R	
viii	Thermal Stability	IS 1554, IS 7098.		P	R	
ix	Insulation Resistance test	IS 1554, IS 7098, IEC 60502		P	R	
x	High Voltage test (Water immersion test)	IS 1554, IS 7098, IEC 60502		P	R	
xi	High Voltage test at room temp.	IS 1554, IS 7098.		P	R	
xii	Flammability test	IS 1554, IS 7098.		P	R	
d)	Test for XLPE Insulation					
i	Test for thickness of Insulation	IS 7098, IEC 60502	IS 1554 / IS 7098 a applicable & IS 10810	P	R	
ii	Tensile strength & elongation at break.	IS 7098		P	R	
iii	Ageing in air oven.	IS 7098		P	R	
iv	Hot set test	IS 7098		P	R	
v	Shrinkage test	IS 7098, IEC 60502		P	R	
vi	Water absorption (gravimetric)	IS 7098, IEC 60502		P	R	
vii	Insulation Resistance test.	IS 7098, IEC 60502		P	R	
viii	High voltage test at room temp.	IS 7098		P	R	
ix	Flammability test	IS 7098, IEC 60502		P	R	
B)	Routine Test					

a)	Conductor Resistance Test.	IS 1554 / IS 7098, IEC 60502	100 %	P	W	
b)	High Voltage test at room temperature.	-d-		P	W	
c)	Visual inspection of drum details, size, marking on end cappings/outer sheath, colour coding etc.	-do-		P	W	
C) Acceptance Tests						
a)	Dimensional checks – overall, individual cable part & under armour	IS 1554 / IS 7098, IEC 60502	IS 1554 / IS 7098 as applicable.	P	W	
b)	Visual Inspection of drum details, size, marking on end cappings/outer sheath, colour coding etc.	-do-	100% for drum details and sample drum for balance details.	P	W	
c) Tests on Conductor						
i	Annealing test (for Copper)	IS 1554 / IS 7098	IS 1554 / IS 7098 as applicable.	P	W	
ii	Tensile Test (for Aluminium)	-do-		P	W	
iii	Wrapping test (for Aluminium)	-do-		P	W	
iv	Conductor resistance test	-do-		P	W	
d) Test for PVC insulation & sheath						
i	Test for thickness of insu. & sheath	IS 1554 / IS 7098		P	W	
ii	Tensile strength &	-do-		P	W	

	elongation at break of insulation & sheath.		IS 1554 / IS 7098 as applicable.			
iii	Insulation resistance (volume resistivity) test	-do-		P	W	
iv	High Voltage test at room temperature	-do-		P	W	
e)	Test for XLPE Insulation					
i	Test for thickness of insulation	IS 7098	IS 7098, IEC 60502 as applicable	P	W	
ii	Hot set test	IS 7098, IEC 60502		P	W	
iii	Tensile strength & elongation at break	IS 7098		P	W	
iv	High Voltage test at room temp.	IS 7098		P	W	
v	Insulation Resistance test (Volume resistivity) test	IS 7098		P	W	
D)	Additional Tests for FR/FRLS cables.					
a)	Type Tests.					
i	Oxygen Index test	IS 10810, Part – 58/ASTM D2863	IS 1554, IS 7098, IEC / IEEE/ASTM as applicable.	P	R	
ii	Flame retardant test on single cable	IS 10810, Part – 61		P	R	
iii	Flame retardant test on bunched cable	IS 10810, Part – 62		P	R	
iv	Swedish chimney test	Swedish Standard		P	R	

		No. SS: 424/1475 Class F3				
v	Flammability tests	IEC 60332 – Part I & III / IEEE-383	IS 1554, IS 7098, IEC / IEEE/ASTM as applicable.	P	R	
vi	Temperature index	ASTM-D2863		P	R	
vii	Test for specific optical density of smoke	ASTM D2843		P	R	For FRLS cables
viii	Smoke density	IS 10810, Part-63 / ASTM D2843		P	R	For FRLS cables
ix	Test for Halogen acid gas generation	IS 10810, Part-59 / IEC-754-Part-I		P	R	For FRLS cables
b)	Acceptance Tests					
i	Oxygen Index test	IS 10810, Part-58 / ASTM D2863	IS 1554, IS 7098, IEC / IEEE/ASTM as applicable.	P	W	
ii	Flame retardant test on single cable	IS 10810, Part-61		P	W	
iii	Swedish chimney test	Swedish Standard No. SS: 424 / 1475 Class F3		P	R	
iv	Flammability tests	IEC 60332 – Part I & III / IEEE-383		P	R	
v	Test for specific optical density of smoke.	ASTM D2843		P	W	For FRLS cables
vi	Test for Halogen acid	IS 10810, Part-59 /		P	W	For FRLS

	gas generation.	IEC-754-Part-I.				cables
Notes:						
1) W=Witness, R=Review, P=Perform						
2) Optional to Flame retardant test on single cable (IS 10810, Part-61) and Flame retardent test on bunched cables (IS 10810, Part-62) as applicable.						

ANNEXURE II

Bharat Petroleum Corporation Limited

General Purchase Conditions

The following conditions shall be applicable for all procurement unless specifically mentioned in the Special Purchase Conditions.

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Bharat Petroleum Corporation Limited

General Purchase Conditions

1. DEFINITIONS :

The following expressions used in these terms and conditions and in the purchase order shall have the meaning indicated against each of these:

- 1.1. **OWNER:** Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400038 and shall include its successors and assigns (hereafter called BPCL as a short form).
- 1.2. **VENDOR:** Vendor means the person, firm or the Company / Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.
- 1.3. **INSPECTOR:** Person/agency deputed by BPCL for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..
- 1.4. **GOODS / MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
- 1.5. **SITE / LOCATION:** means any Site where BHARAT PETROLEUM CORPORATION LTD. desires to receive materials any where in India as mentioned in RFQ.
- 1.6. **“RATE CONTRACT”** means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.
- 1.7. **“FIRM PROCUREMENT”** means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered.

2. REFERENCE FOR DOCUMENTATION :

- 2.1. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.
- 2.2. After finalization of Contract / Purchase Order: The number and date of Rate Contract / Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
- 2.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER :

The right to accept the tender will rest with the Owner.

4. LANGUAGE:

The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only.

5. Price :

Unless otherwise agreed to the terms of the RFQ, price shall be :

Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.

6. TAXES AND DUTIES :

All vendors shall have VAT / CST/GST/Service tax registration in the concerned State and vendor shall quote their TIN number in the quotation.

6.1. EXCISE DUTY :

- 6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor's account.
- 6.1.2. In case Excise Duty is not applicable at present : Excise duty due to change in turn over is not payable. If applicable in future, the same will be borne by vendor.
- 6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.

Vendor shall ask the transporter of the goods to hand over the copy of excise invoice (transporter's copy) at the time of delivery of goods at owner's site.

6.2. SALES TAX / VAT/GST :

- 6.2.1. Sales Tax as applicable at the time of delivery within scheduled delivery period will be payable by BPCL. Vendor shall give details of local sales tax and/or central sales tax currently applicable in their offer. The rates applicable for “CST without form C”, “CST with form C” and “VAT” shall be clearly indicated.
- 6.2.2. Input VAT Credit may be claimed by BPCL, wherever applicable. Vendor shall submit the TAX invoice.

6.3 Service tax :

All vendors shall have service tax registration wherever applicable. BPCL may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall submit the TAX invoice. Vendor is required to furnish serially numbered and signed invoice / bill / challan containing the following details:

- a) Name, address and registration number of the service provider
- b) Name and address of person receiving taxable service
- c) Description, classification and value of taxable service provided
- d) Service Tax Payable

6.4 FREIGHT AND OCTROI :

- 6.4.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.
- 6.4.2. Octroi and entry taxes, if any, shall be invoiced separately and shall be re-imbursed by BPCL at actuals after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

6.5. NEW STATUTORY LEVIES :

All new statutory levies leviable on sale of finished goods to owner , if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.

6.6 Variation in Taxes/Duties

Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.

7. INSPECTION :

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ULIPL/RITES LTD/ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. 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. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, 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).
- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) 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.

8. SHIPPING :

8.1 SEA SHIPMENT :

All shipment of materials shall be made by first class direct vessels, through the chartering wing, Ministry of Surface Transport as per procedure detailed hereunder. The Foreign Supplier shall arrange with Vessels Owners or Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate and to avoid any over carriage at the port of discharge. All shipment shall be under deck unless carriage on deck is unavoidable.

The bills of lading should be made out in favour of 'Bharat Petroleum Corporation Ltd.. or order'.

All columns in the body of the Bill of Lading namely marks and nos., material description, weight particulars etc., should be uniform and accurate and such statements

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. The net total freight payable shall be shown at the bottom.

SHIPPING DOCUMENTS :

All documents viz. Bill of Lading, invoices, packing list, freight memos, country of origin certificates, test certificate, drawings and catalogues should be in English language.

In addition of the bill of lading which should be obtained in three stamped original plus as many copies as required, invoices, packing list, freight memos,(if the freight particulars are not shown in the bills of lading), country of origin certificate, test / composition certificate, shall be made out against each shipment in as many number of copies as shown below.

The bill of lading, invoice and packing list specifically shall show uniformly the mark and numbers, contents case wise, country of origin, consignees name, port of destination and all other particulars as indicated under clause 2. The invoice shall show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars actual contents in each case, net and gross weights and dimensions, and the total number of packages. All documents should be duly signed by the Vendor's authorised representatives.

In the case of FOB orders, Shipping arrangements shall be made by the Chartering Wing Of the Ministry of Surface Transport, New Delhi through their respective forwarding agents. The names and addresses of forwarding agents shall be as per Special Purchase Conditions. Supplier shall furnish to the respective agents the full details of consignments such as outside dimension, weights (both gross and net) No of packages, technical description and drawings, name of supplier, ports of loading, etc. 6 weeks notice shall be given by the supplier to enable the concerned agency to arrange shipping space.

The bill of lading shall indicate the following :

Shipper : Government of India

Consignee : Bharat Petroleum Corporation Ltd.

In case of supplies from USA, Export Licences, if any required from the American Authorities shall be Obtained by the U.S. Suppliers. If need be assistance for obtaining such export licences would be available from India Supply Mission at Washington.

8.2 AIRSHIPMENT :

In case of Airshipment, the materials shall be shipped through freight consolidator (approved by us). The airway bill shall be made out in favour of BHARAT PETROLEUM CORPORATION LTD.

TRANSMISSION OF SHIPPING DOCUMENTS :

Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading as quickly as possible after the shipment is made, and airmail as shown below so that they are received at least three weeks before the Vessels arrival. Foreign Supplier shall be fully responsible or any delay and / or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

If in terms of letter or otherwise, the complete original set of documents are required to be sent to BPCL through Bank the distribution indicated below will confine to copies of documents only minus originals.

Documents	BPCL (Mumbai)
Bill of Lading	4 (including 1 original)
Invoice	4
Packing List	4
Freight Memo	4
Country of Origin Certificate	4
Third party inspection certificate	4
Drawing	4
Catalogue	4
Invoice of Third Party	4

for inspection charges whenever applicable.

9. INDIAN AGENT COMMISSION :

Any offer through Indian agents will be considered only after authorization mentioning them as Indian agents, is received from Vendor. Indian agents commission if applicable will be payable only in Indian currency. Indian agents should be registered with Directorate General of Supplies and Disposals, Government of India and agency commission will be payable only after registration with DGS&D, New Delhi.

10. ORDER AWARD / EVALUATION CRITERIA :

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, Excise Duty, Sales Tax, Freight, Inspection, Octroi, Supervision of Installation & Commissioning and other taxes & levies, loading etc, if any, reduced by cenvat/vat credit as applicable.

11. CONFIRMATION OF ORDER :

The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.

12. PAYMENT TERMS :

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.
- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :
 - a) Invoice
 - b) Excise invoice
 - c) The Lorry Receipt of the consignment
 - d) Packing list for the consignment
 - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
 - f) Manufacturers Test/Composition Certificate, wherever applicable
 - g) Drawing(s)/Catalogue(s) covering the Material(s) , wherever applicable
 - h) Guarantee/Warranty Certificate(s), wherever applicable.
 - i) Original Receipt for Octroi/other statutory levies as applicable.
 - j) Performance Bank Guarantee as applicable.

13. GUARANTEE/WARRANTY :

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warranty on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEE :

- 14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure I.

In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.

In the case of imports, the Supplier shall furnish the Performance Bank Guarantee (as per Annexure I) through the following :

- a) Branches of Indian scheduled banks operating in their Country.
- b) Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/India.
- c) Indian branches of foreign banks.
- d) Foreign bank operating in their Country counter guaranteed by their Indian branch

However, in respect of c) and d) above, the Indian branch of foreign banks should be recognized as scheduled bank by Reserve Bank of India.

- 14.2. If Vendor wants to submit the PBG at Contract level to avoid multiple number of PBG (i.e. PBG issued against every purchase/call off order) then the validity of PBG will be calculated as mentioned below :

- 14.2.1. Validity of PBG = Rate Contract Issue Date (Start Date of Rate Contract) + Rate Contract Period (validity of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee period + 6 month (for invocation / Claim).

15. PACKING & MARKING :

15.1 PACKING :

- 15.1.1 Packing shall withstand the hazards normally encountered with the means of transport for the goods of this purchase order including loading and unloading operation both by crane and by pushing off.

In the case of imports, all equipments / materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservice upto the final point of destination.

Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15") for material originating from the contracting countries to the International Plant Protection Convention or the members of Food & Agriculture Organization. Material from non-contracting parties would have to be accompanied by a phytosanitary certificate of the treatment endorsed. The Custom Officer at Indian Port shall not release the material without appropriate compliance of the above provisions w.e.f. 01.11.2004.

- 15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.
- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.
- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 15.1.6 All package requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.
- 15.1.8 All delicate surface on equipment/materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.
- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

- In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.
- 15.1.12 Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.
- 15.1.13 Pipes shall be packed as under:
- a. Upto 50mm NB in wooden cases/crates.
 - b. Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
 - c. Above 100mm NB in loose.
- 15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.
- 15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing.
- In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.
- 15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.
- All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" both in English/Hindi Languages.
- In the case of imports, a distinct colour splash in say red black around each package crate / bundle shall be given for identification.
- 15.1.19 Along with the packed material, supplier should attach material list, manuals/instructions and also the Inspection certificate/release note, wherever applicable.

15.2. MARKING :

The following details to be written on the side face of packing:

16. DELIVERY :

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering / procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination 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.

17. UNLOADING AND STACKING :

Unloading and stacking will be arranged by BPCL. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action.

18. TRANSIT INSURANCE :

Unless otherwise mentioned,

- 18.1. Transit Insurance shall be covered by BPCL against its Mega Package Policy.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.

- 18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Ltd., (with detailed address as given in Special Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

19 VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE :

- 20.1. 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).
- 20.2. 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 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.
- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to :
- 20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owners premises shall be considered for calculation of price reduction for F.O.R destination contract.

In the case of imports, the contractual delivery date shall be considered from the date of Letter of Credit (L/C) or the date of L/C amendment because of Buyer's fault plus one week (to take care of transit time for receipt of L/c) plus the delivery schedule as indicated by the vendors.

In case of the shipment taking place on "Cash against documents", the contractual delivery shall be taken from the date of purchase order plus one week (to take care of transit time for receipt of order) plus delivery period.

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board)basis / FCA (Free on Carrier) basis.

20.3.2. Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right under 20.3.1 above in respect of goods delivered.

21. RISK PURCHASE CLAUSE :

BPCL reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the delivery schedule and other terms & conditions of the order. BPCL also reserves the right to procure the same or similar materials/equipment through other sources at vendor's entire risk, cost and consequences. Further, the vendor agrees that in case of procurement by the owner from other sources the differential amount paid by the owner shall be on account of the vendor together with any interest and other costs accrued thereon for such procurement.

22. FORCE MAJEURE CLAUSE :

(A) **Definition:** The term “**Force Majeure**” means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor’s reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:

- (i) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
- (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
- (iii) epidemic, plague or quarantine;
- (iv) air crash, shipwreck, or train wreck;
- (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- (vi) radioactive contamination or ionizing radiation;

(B) **Notice and Reporting:**

- (i) The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify the BPCL in writing of such event of Force Majeure and provide the following information:
 - (a) reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
 - (b) such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and
 - (c) all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.
- (ii) The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

(C) Mitigation Responsibility:

- (i) The Vendor shall use all reasonable endeavours, acting as a Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- (ii) The Vendor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
- (iii) The Vendor shall notify BPCL when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

(D) Consequences of Force Majeure. Provided that the Vendor has

complied and continues to comply with the obligations of this Clause and subject to the further provisions:

- (i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and
- (ii) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

(E) Force Majeure Events Exceeding 60 Days

- (i) If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 60 consecutive days, then BPCL shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.

23. ARBITRATION CLAUSE :

- 23.1 Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director(Marketing) / Director (HR) / Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.
- 23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 23.3. 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.
- 23.4. 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.
- 23.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.

23.6. 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. (legal)

24. INTEGRITY PACT (IP) :

Vendors are requested to sign & return our pre-signed IP document , if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.

25. RECOVERY OF SUMS DUE :

Whenever, any claim against vendor for payment of a sum of money arises out of or under the contract, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to BPCL on demand the balance remaining due.

26. CONFIDENTIALITY OF TECHNICAL INFORMATION :

Drawing, specifications and details shall be the property of the BPCL and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of BPCL. The Vendor shall not disclose the technical information furnished to or organized by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the vendor by BPCL shall at all time remain the absolute property of BPCL. Imparting of any confidential information by the Vendor will be breach of contract.

27. PATENTS & ROYALTIES :

The vendor shall fully indemnify BPCL and users of materials specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any materials supplied or any arrangement, system or method of using, fixing or working used by the vendor. In the event of any claim or demand being made or action sought against BPCL in respect of any of the aforesaid matter, the vendor shall be notified thereof immediately and the vendor shall at his/its own expense with (if necessary) the assistance of BPCL (whose all expense shall be reimbursed by the vendor) conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.

28. LIABILITY CLAUSE :

In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendor's workmen or employees shall under no circumstances be deemed to be in owner's employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner's premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

29. COMPLIANCE OF REGULATIONS :

Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense and risk, within the time allowed by the owner. The owner shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the owner, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the owner before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the equipment or part of equipment without claiming any extra payment if so required by the owner. The time taken for replacement in such event will not be added to the contractual delivery period.

31. NON-WAIVER :

Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by BPCL act as waiver of the terms hereof. Any waiver to be

effective must be in writing. Any lone incident of waiver of any condition of this agreement by BPCL shall not be considered as a continuous waiver or waiver for other condition by BPCL.

32. NEW & UNUSED MATERIAL :

All the material supplied by the vendor shall be branded new, unused and of recent manufacture.

33. PURCHASE PREFERENCE CLAUSE :

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

Owner reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

34. CANCELLATION :

34.1. BPCL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if.

34.1.1. The vendor fails to comply with the terms of this purchase order/contract.

34.1.2. The vendor becomes bankrupt or goes into liquidation.

34.1.3. The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.

34.1.4. The vendor makes a general assignment for the benefit of creditors.

34.1.5. A receiver is appointed for any of the property owned by the vendor.

34.2. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The

provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 20.3.1 as aforesaid.

35. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION :

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

36. ASSIGNMENT

The Vendor can / does not have any right to assign his rights and obligations under these general purchase conditions without the prior written approval of BPCL.

37. GOVERNING LAW

These General Purchase Conditions shall be governed by the Laws of India.

38. AMENDMENT

Any amendment to these General Purchase Conditions can be made only in writing and with the mutual consent of the parties to these conditions.

39. SPECIAL PURCHASE CONDITIONS

In case of a conflict between the clauses, terms and conditions of General Purchase Conditions and Special Purchase condition, the clauses, terms and conditions of Special Purchase Condition will have an overriding effect over General Purchase Conditions and the same shall be applicable.

40. NOTICES

Any notices to be given hereunder by a Party to the other shall be in English and delivered by hand or sent by courier or facsimile to the other Party at the address or facsimile number stated below or such other address or number as may be notified by the relevant Party from time to time:

BPCL

Vendor

Please sign & return all the pages of GPC as a token of your acceptance of all the terms & conditions as mentioned above.

PERFORMANCE BANK GUARANTEE
(On Non-judicial paper for appropriate value)

To,
Bharat Petroleum Corporation Limited

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called 'the Company' which expression shall include its successors and assigns) having awarded to M/s. (Name) (Constitution)..... (address)(hereinafter referred to as "The vendor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company's Purchase order No..... dated and the General and Special Purchase Conditions of the Company and upon the condition of vendor's furnishing security for the performance of the vendor's obligations and/or discharge of the vendor's liability under and / or in connection with the said supply contract upto a sum of Rs.(in figures).....Rs(in words).....only 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 and guarantee to pay to the Company in -----(Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company's losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures).....Rs(in words).....only.

AND the Bank hereby agrees with the Company that

- i. This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of

This date shall be 6 months from the last date of guarantee period.

ii This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company 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 Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

- ii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the

vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

iv. This Guarantee /Undertaking shall not be determined by the liquidation or winding up ordissolution or change of constitution or insolvency of the vendor 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.

v. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee / Undertaking and the 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 vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

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

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

1. VENDORS SCOPE OF WORK

The successful vendors scope of work shall include supply Control, Signal and Power Cables to the POL Installations based on the call off /Purchase Orders against the Rate Contract finalised with the successful Bidder(s).

2.REQUIREMENT OF BPCL :

A value contract will be awarded to successful bidder(s) so that call-offs can be generated as per the required qty. of different types of cables within the value limit of the contract.

BPCL would place call off for 70% of the above requirement within 3 months from date of Contract and the balance 30% requirement would be placed within subsequent 9 months.

3.CRITERIA FOR QUALIFICATION

The bid Qualification criteria for the bidders shall be as follows:

i) Technical Criteria

a. Bidder shall be a Manufacturer of the type of Cable for which the bidder intends to participate.

b. The bidder should have supplied the following length of respective cable in any one year , during last 7 years (reckoned from the date of tender notice), for qualifying for respective category of Cables:

1. 1017 kms or more of Control Cables to Oil & Gas, Thermal, Hydro-Power, Electrical, Petrochemical Companies or Installation.

2. 381 kms or more of Signal Cables to Oil & Gas, Thermal, Hydro -Power, Electrical, Petrochemical Companies or Installation.

3. 468 kms or more of Power Cables to Oil & Gas, Thermal, Hydro-Power, Electrical, Petrochemical Companies or Installation.

Documents to be submitted along with bid

- BIS 1554 Certificate for PVC cables and BIS 7098 Certificate for XLPE Cables along with the Excise Registration Certificate or Excise Invoice or ISO Certificate of Control or/and Signal or/and Power Cable.
- Invoice copy for the quantity of cables supplied.
- TPIA certificate confirming that the bidder is a manufacturer of the relevant Cable for which the quotes are being submitted.

c. The bidder should submit the Performance Certificate from the Purchasers to whom the cable has been supplied in the past. The Performance certificate can be for any length of cable under the Category for which the bidder wants to bid in the tender.

ii) Financial criteria

a) The bidder should have the following minimum turnover in any of three preceding Financial / Calendar Year TO QUALIFY FOR BIDDING FOR RESPECTIVE CATEGORY:

Category of Cable

Control Cable- Rs. 14 Crores

Signal Cable- Rs. 5 Crores

Power Cable- Rs. 7 Crores

Control and Signal Cable- Rs. 19 Crores

Control and Power Cable- Rs. 21 Crores

Signal and Power Cable- Rs. 12 Crores

Control, Signal and Power Cable- Rs.26 Crores

Illustration : If a bidder wants to participate for Control Cable and Signal Cable then the bidder should have a minimum turnover of Rs. 19 Crores in any of three preceding Financial/Calender year.

OR If a bidder wants to participate for Control Cable , Signal Cable and Power Cable then the bidder should have a minimum turnover of Rs. 26 Crores in any of three preceding Financial/Calendar year.

Turnover shall mean Consolidated Turnover of a Bidder of its wholly owned subsidiaries.

In case the bidder intends to submit the quote for more than one type of category of cable, then the turnover for qualification shall be total of respective turnover of that category, as mentioned above.

b) Bidders should have positive net worth as per the latest audited financial statement. However, bidders having negative net worth will also be considered provided their annual report for last three financial years indicate profit after tax.

Bidders shall furnish annual report/audited balance sheet including profit & loss a/c along with the Bid-qualification criteria to establish bidders conformance to qualification criteria.

c) Bidder shall not be under liquidation, court receivership or similar proceeding (undertaking to be provided).

iii) General:

Besides above mentioned Bid-qualification criteria, the following general conditions will also form a part of bid-qualification:

a) Bidder shall furnish necessary documentary evidence along with the bid, by way of track record, copies of Purchase orders/ contracts, List of major orders executed in last seven years, Performance certificate from owner in respect of satisfactory performance of Cables, MOU document/ commitment letters, Annual supplied and Utilized qty. specifically in last 3 Financial years (year wise details) .

In absence of such documents, BPCL reserve the right to reject the Bid without making any reference to the Bidder or assigning any reason what-so-ever.

b) All the document related to Bid-Qualification Criteria should be duly verified and certified by any one of the following independent third party inspection agency viz. SGS/ GLIS Pvt. Ltd./ IRS/ DNV/ LRIS/ EIL/ TATA Projects/ PDIL/ ULIPL/ RITES Ltd./ ITS IPL/ Intratek.

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

b) EMD should be submitted in physical form in a sealed cover addressed to Manager (Procurement), E&P, Noida, boldly super-scribed on the outer cover –

- CRFQ number
- Item
- Closing date/Time
- Name of the tenderer

It should be sent by Registered Post/Courier to the following address so as to reach within 7 days of due date of opening of tender at the following address:

G C Ganguly,
Manager Procurement,
E&P –Materials,
9th Floor,
Udyog Marg,
Sector-1,
Noida, UP-201301

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

c) Cheques, cash, Money Orders, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.

d) Bid received without the EMD is liable to be rejected.

e) Units registered with National Small Industries Corporation (NSIC) are however, exempted from payment of EMD, subject to :

The unit being registered with NSIC for the item tendered.

Registration certificate being valid as on date of quotation.

Such vendors must upload a photocopy of valid NSIC Registration Certificate/ Review certificate duly attested by a gazetted officer/notorised, (photocopy of application for registration as NSIC or for renewal will not be acceptable) failing which such bid will be treated as bid received without EMD and liable to be rejected.

f) Registration with DGS&D will not entitle the Tenderer to claim exemption from payment of EMD.

g) EMD is liable to be forfeited in the event of :

i. Vendors withdraw or alter their bid during the bid validity period

ii. Non-acceptance of LOI/order, if and when placed.

iii. Non-payment of Performance Bank Guarantee amount against Lol/ Purchase Order within the stipulated period of 15 days from date of Lol/ the Purchase Order whichever is earlier.

h) EMD will be refunded to the successful vendor after they accept the Lol/Purchase Order, as placed and submit the Security bid amount.

i) EMD will be refunded to all the unsuccessful vendors after placement of order on the successful vendor.

j) BPCL reserve the right to assess bidders capability to execute the work using in-house information and take in account their concurrent commitments and the past performance during the evaluation of bids and may reject the bids. Further during PQ evaluation bidders shall respond to the query raised by BPCL within seven days. BPCL reserves the right to reject the Bid if bidder has not responded the query within stipulated time as mentioned.

k) Failure to meet the above Qualification Criteria will render the Bid to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given above.. BPCL reserve the right to assess bidders capability to execute this work by taking into account various aspects such as concurrent commitments and performance during evaluation of bids.

l) The Bidders who are already enlisted with BPCL shall also apply a fresh and will have to submit EMD.

m) The BPCL reserves the right to reject the vendors bid totally, if required on the basis of evaluation without assigning any reason.

n) Bidders to submit documents/information to satisfy the above bid qualification criteria. Applicant should also be in a position to produce further information as and when required by us.

o) BPCL reserves the right to change (increase or decrease) the tendered quantity.

p) Bidders are required to submit their offers in two part bid system – i) Bid-qualification criteria (BQC) & Techno-commercial bid and ii) Price Bids by the due date and time as given in the Tender on e-platform. However, the tender document shall be displayed in BPCL Website and Govt. portal (CPP) also.

q) On the due date, Bid qualification criteria along with techno-commercial bid shall be opened. After evaluation of the bid-qualification details based on the set qualification criterion, the techno-commercial bid of qualified bidders would be

evaluated. After evaluating the bidders by bid qualification criteria and techno-commercially, the price bid of qualified bidders would be opened and evaluated.

r) BPCL decision on any matter regarding short listing of Bidders shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.

s) Vendor/s who are in holiday list of BPCL will not be considered for participation in tender.

iii) PARTICIPATION IN BIDDING:

Bid may be submitted by

- An entity (called sole bidder)/ JV.
- A consortium (including an unincorporated JV) having a maximum of 2 (two) members.
- An Indian arm of a foreign company.

Fulfillment of eligibility criteria and certain additional conditions in respect of each of the above 3 types of bidders are stated below, respectively:

a) The sole bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each eligibility criteria.

b) In case the bidder(s) is / are a consortium (including an unincorporated JV), then the following conditions shall apply:

i. Each member in a consortium may only be a legal entity and not an individual person.

ii. The Bid shall specifically identify and describe each member of the consortium.

- iii. The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents),
- iv. One participant member of the consortium shall be identified as the Prime member and contracting entity for the consortium;
- v. This prime member shall be solely responsible for all aspects of the Bid proposal including the execution of all tasks and performance of all consortium obligations;
- vi. The prime member shall fulfill each eligibility criteria;
- vii. A commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the members commitment to perform all relevant tasks commitment not to withdraw from the consortium;
- viii. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after Bid-qualification, without the prior written permission of the Owner.
- ix. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
- x. No consortium member shall hold less than 25% stake in a consortium;
- xi. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
- xii. An entity can bid either singly or as a member of only one consortium.

c) In case the bidder is an Indian arm (subsidiary, branch office or affiliate) of a foreign bidder and not in a position to fulfill any of the eligibility criteria, then the foreign company shall have to fulfill the eligibility criteria. The contract will be entered into with the Indian arm only and in such case, a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of the equipment, machinery, material or plant or completion of the work in all respects and as per the warranties/ guarantees as may be required by Owner. The guarantees shall cover, inter alia, the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw

from the contract till completion of the work, etc. and should be registered under Indian Companies Act 1956.

IV. EVALUATION METHODOLOGY AND AWARD OF JOB:

a. Evaluation of price bid will be Item wise and the annual rate contract would be awarded to the bidder with Lowest Quote. However, BPCL reserves the right to split the order in the ratio of 80:20 to lowest and the second lowest.

b. The tender will be on two bids system viz. i) Bid-qualification criteria and Techno-commercial bid and ii) Price bid. The short-listing of vendors shall be done based on set Bid-qualification criteria. After evaluating the bidders by Bid Qualification criteria the techno-commercial bids of the shortlisted bidder would be evaluated. After techno-commercial evaluation, the price bid of the qualified bidders would be opened. The tender will be an e tender and tender document including Bid-qualification criteria would be provided on our e procurement portal <https://bpcl.eproc.in>, BPCL Website www.bharatpetroleum.in/tender/tender.asp and CPP Portal <http://eprocure.gov.in>.

V. EMD/Security Deposit:

The EMD amount for the tender shall be Rs. 5, 00,000/- for each category of Cable, which shall be submitted in the form of DD or Bank guarantee in the standard format provided by the Company. The bidder who intends to bid for more than one category shall have to submit the EMD amount for each category of cable. i.e Bidder who intends to the participate for Control, Signal and Power Cable will have to submit the EMD of Rs. 15,00,000/-.

The successful tenderer before placement of Purchase Order, shall have to provide to the Company, by way of security, a Demand Draft or a Bank guarantee in the standard format provided by the Company, for an amount of Rs. 5,00,000/- per category of Cable, for which the bidder is found successful. The tenderer shall have the option to adjust the earnest money towards security deposit if he so desires.

The security deposit will be retained till the successful delivery of the materials. In the case of security deposit in the form of a Bank Guarantee, the same shall be

kept valid by the tenderer at his cost till the completion of the supply under contract and shall be extended from time to time with a claim period of six months. No interest will be payable on security deposit.

VI. LOADING CRITERIA: Loading shall be done if the bidder deviates from below mentioned standard terms & conditions of GCC:

Loading shall be done if the bidder deviates from below mentioned standard terms and conditions:

Clause for Payment Terms:

Payment Terms: 100% payment shall be made within 30 days from date of receipt and acceptance of materials at site against submission of Performance Bank Guarantee for 10% of basic order value.

Loading for deviation in Payment terms: Bidders offer shall be loaded as per prevailing SBI PLR on the date of opening tender for differential period.

Clause for Delivery Period: Maximum of 4 months from the date of PO

Loading for deviation in Delivery Period: Delivery longer than required in enquiry shall be loaded during price evaluation stage @0.5% per week up to a maximum of eight weeks. In case a supplier quotes delivery longer than 8 weeks from required, the bid may liable to be rejected.

Clause for Delayed Deliveries: as per GPC

Loading for Delayed Deliveries:

- If bidder quotes between 0.5% of DOV to 5% DOV, then loading shall be 2.5% of quoted basic value.
- If bidder quote between 0.5%of DOV to less than 5% of TOV, then loading shall be – Differential between the offered rate and 5%
- Non acceptance of Price Reduction schedule/ LD, then loading shall be -5% of TOV(Basic Cost Only)
- DOV- Delayed Order value

- TOV- Total Order Value

In the matter of interpretation of these qualification criteria or any other matter related to this tender, BPCLs decision shall be final. Needless to mention, any material misrepresentation in the OFFER/ QUOTATION will result in immediate disqualification and no communication whatsoever in this regard will be entertained.

6. INSPECTION

In case BPCL so desires, Inspection or Factory Acceptance Test of the Cables shall be carried out by BPCL team (at their cost) before dispatch/deployment and rollout at sites. In that case, the vendor shall have to arrange for the inspection of Material prior to its despatch, vendor shall be informed about this requirement (of arranging for inspection) at the time of placing the purchase order.

7. PRICE

BPCL reserves the right to increase or decrease the tendered quantity and payment shall be made as per actual measurements.

8. PAYMENT TERMS

As per GPC.

9. DELIVERY PERIOD :

The date of Delivery for the purpose of supply of equipment shall not be more than 16 weeks from the date of placement of PO.

10. Vendor shall also have to essentially sign an Integrity Pact (IP) for participating in this tender. The salient points to be noted in regard to IP are:

a) If the vendor has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from vendor, Price reduction amount by forfeiting the EMD/Performance Guarantee as per provisions of the Integrity Pact.

b) If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the

provisions of the Integrity pact, BPCL shall be entitled to demand and recover from vendor, Price reduction amount by forfeiting the Performance Guarantee amount as per provisions of the Integrity Pact.

c) Vendor may raise disputes/complaints, if any, with the nominated Independent External Monitor.

d) The name, address and contact numbers of the nominated Independent External Monitor is as follows

Mr. Janki Ballabh,

Flat No.605, Versova, Vinayak Co-Op. Hsg. Soc.,

HSG Plot No. 8, Near Versova Telephone Exchange Versova, Andheri (West),
Mumbai 400 053.

Contact no.+91-22-2635 3456 (Residence)

Mobile : (91) 98333 63066

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/

LOCATION :

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 _____ (Banks 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 finalisation 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. 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

General Instructions to vendors for e-tendering

1. Interested parties may download the tender from BPCL website <http://www.bharatpetroleum.in> or from the e-tendering website <https://bpcl.eproc.in> and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcl.eproc.in>.
2. For registration on the e-tender site <https://bpcl.eporc.in>, you need to download the User Instruction Manual from the site and read it. They shall have to select Enrollment and complete the Supplier Registration Form by filling in all the information correctly. Kindly remember the login id, password entered therein. After you complete this process, system will generate an e-mail wherein a system generated Challenge Phrase will be mailed to you to complete balance registration process.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

In case any vendor so desires, he may contact our e-procurement service provider M/s. C1 India Pvt. Ltd., New Delhi (Contact person Mr. Ashish Goel at 9818820646 or Kapil Rathore: 0120-4746800) for obtaining the digital signature certificate.

4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcl.eproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Vendors are required to complete the following process online on or before the due date of closing of the tender:

A. Techno-Commercial bid:

- i Provide the complete details of your establishment under Vendor Details
- ii Agree and accept our General Purchase Conditions along with Performance Guarantee Form
- iii Agree to the Special Terms and Conditions. Any Deviations may be entered in the deviation column mentioning the clause number, BPCL requirement and Vendors Deviation
- iv Upload the relevant documents required for Qualification as per Bid Qualification Criteria given under Special Terms and Conditions
- v Provide the details in the Techno Commercial Bid. Vendors should not mention any price in this envelope. Only vendors confirmation is required. Please be guided by each column details mentioned in BPCL requirement.
- vi Provide confirmation to the technical specification. Any deviations can be mentioned in the adjacent columns.
- vii Upload the signed, stamped General Specification for Low Voltage Cable under the Upload Section.
- viii Upload the signed, stamped and witnessed Integrity pact document under upload section.

All the supporting documents should be legible and duly signed, stamped and attested/verified by the TPI agency, before uploading them online.

B. Price bid

Online fill in the quotes in the appropriate price bid form provided. **Please ensure to quote all the price-components specified therein failing which your bid is liable to be rejected.**

6. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Vendors are advised to log on to the website (<https://bpcl.eproc.in>) and arrange to register themselves at the earliest.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

- (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the vendor intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (iv) Once the entire process of submission of online bid is complete, the vendors are required to go to option own bid view through dashboard and take the print of the envelope receipt as a proof of submitted bid.
 - (v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vi) No manual bids/offers along with electronic bids/offers shall be permitted.
8. Once the price bids are opened, vendors can see the rates quoted by all the participating bidders by logging on to the portal under their user ID and password and clicking on Other Bids view.
9. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
10. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

1. For system related issues :

- a. M/s.C1 India at contact Kapil Rathore 0120-4746800 or Ashish Goel at 9818820646
- b. Procurement Manager of M/s. BPCL at contact no. +91-0120-2474932 followed with a e-mail to ID gangulygc@bharatpetroleum.in

The responsible person of the tender is Mr. G C Ganguly of BPCL at contact no. +91-0120-2474932.