



## P&CS (REFINERIES)

NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY  
INSTALLATION, COMMISSIONING AND MAINTENANCE OF 40 KW  
GRID CONNECTED SOLAR PV POWER PLANT AT BPCL MUMBAI



**REQUEST FOR QUOTATION**

**CRFQ NO. 1000203457**

**DUE DATE : 10/02/2014**

**REQUEST FOR QUOTATION CRFQ 1000203457**

**1.0 INTRODUCTION**

The bids are invited through E tendering platform under two-bid system (i.e. Part 1 - Techno-commercial/Un priced Bid & Part 2 - Priced Bid) as outlined below. Bidders can download the complete set of tender documents from, our website at e-procurement platform [https://bpcl.eproc.in.](https://bpcl.eproc.in/) / [www.bharatpetroleum.in](http://www.bharatpetroleum.in) and on Government website <http://eprocure.gov.in/cppp/relatedlinks>.

(Contact persons: Mr. U.S.N Bhat, Chief Manager (P & CS) Phone: 0091-22-25533265/ Mr. A. A. Shinde, Officer (P&CS) Phone: 0091-22-25533290).

**INDEX**

The complete set of tender documents consists of the following;

<b>Sr. No</b>	<b>Description</b>	<b>Annex.</b>
<b>TECHNICAL/UNPRICED SECTION</b>		
A	Request for Quotation	
1	General Instructions to Bidders	1
2	Bid Qualification Criteria	2
3	Proforma of Declaration of Holiday Listing	2 A
4	Proforma of Bank Guarantee for EMD	2 B
5	Special terms and Conditions	3
6	Detailed Technical specification	4
7	Technical deviation Form	5
8	Commercial terms and conditions	6
9	Commercial deviation Form	7
10	Format for indicating percentage of freight, taxes and duties (Indian Bidders)	8 A
11	Priced Bid format (To be submitted in unpriced bid)	9
12	General Purchase conditions	10
13	Integrity Pact Document	11
Bidders to note that the above Annexures 1 to 11 duly filled in along with supporting documents shall be uploaded along with the Unpriced/Technical bid. No prices shall be indicated in any of the above documents.		
<b>PRICE BID SECTION</b>		
14	Priced Bid Schedule (To be submitted in price bid)	12
Bidders to Fill in the prices only in the above Annexures 12 and upload the same along with price bid.		

<p>To, M/s. BPCL ESTIMATE MUMBAI . India - 400038. Ph: ,Fax: . <b>Vendor Code:300648</b></p>	<p><b>REQUEST FOR QUOTATION</b> <b>Collective RFQ Number/ Purchase Group</b> 1000203457 / N36- E&amp;C PROJECT PROC <b>Contact person/Telephone</b> SHINDE AA/25533290-3290 <b>Fax :</b> - <b>Email:</b>shindeaa@bharatpetroleum.in <b>Our ref.:</b></p>	
<p><b>RFQ No/Date:</b> 6000714059 / 25.01.2014</p>	<p><b>Quotation Due Date/Time:</b>10.02.2014/14:00:00</p>	
<p><b>Material/Services required at:</b> M/s. BHARAT PETROLEUM CORPN. LTD MUMBAI REFINERY MAHUL, MUMBAI - 400074 India</p>		
<p>Supply of 40KW Grid Connected Solar PV Power Plant for E &amp; C Project ----- For any Commercial clarification please contact :</p> <p>Mr.U.S.N.BHAT CHIEF MANAGER(P&amp;CS) P &amp; CS Department Bharat Petroleum Corporation Ltd. Refining Division, Mahul, Mumbai - 400 074 Direct No: 2553 3265 Fax: 0091-22-2554 1718 / 2554 5978 EMAIL ID:bhatusun@bharatpetroleum.in</p> <p>OR</p> <p>Mr.A.A.SHINDE, OFFICER (P&amp;CS) P &amp; CS Department Bharat Petroleum Corporation Ltd. Refining Division, Mahul, Mumbai - 400 074 Direct No: 2553 3290 Fax: 0091-22-2554 1718 / 2554 5978 EMAIL ID:shindeaa@bharatpetroleum.in</p> <p>Please provide the following details in your quotation: Contact person, Telephone / Fax No.&amp; E-Mail ID.</p> <p>For any technical clarification please contact :</p> <p>Mr. L Ravi, SENIOR MANAGER (E&amp;C) E &amp; C Department Bharat Petroleum Corporation Ltd. Direct No. 022-25533221 Email : ravil@bharatpetroleum.in</p> <p>SUBJECT : 40kW Grid Connected Solar PV Power Plant for E &amp; C MUMBAI REFINERY</p> <p>Digitally signed quotations in TWO bid system ( Unpriced Bid &amp; Price Bid) are invited from bidders for the subject item as per the enclosed Tender</p>		
<p>Page 1 of 9</p>	<p>Vendor Sign &amp; Stamp</p>	<p>For Bharat Petroleum Corporation Ltd.</p>

Documents.

Submission of bids online: Bidders are requested to submit/ upload their UNPRICED & PRICED BIDS along with all required documents through BPCL e-procurement

website <https://bpcl.eproc.in>. maintained by M/s. C1 India Private Limited, our authorised Service Provider for E-tendering.

SUBMISSION OF TENDER ONLINE:

You shall submit / upload your bids along with all required documents, on or before the due date specified on BPCL E-Procurement website <https://bpcl.eproc.in> .

For any assistance regarding online submission of bids on BPCL E-Procurement web site, you may contact Mr. Sachin Toraskar on Telephone no. 9833091866 or 022-25540717 on all working days (Mon - Fri) between 0900 hrs to 1700 hrs.

Hard copies of the bids shall not be submitted; the same if submitted shall not be considered for evaluation.

The PRICED BID shall be submitted online as per the pricing format given.

Upon logging in to the e-procurement website, bidders can download the bid documents and shall thoroughly go through the same. All documents required for the bid, shall be uploaded on the appropriate place in the E-Procurement website. (All documents to be signed & stamped & uploaded).

All the bids shall be evaluated from the inputs made by the bidders on the E-Procurement portal. Hard copies of the bids shall not be submitted to this office, since hard copies shall not be considered for evaluation.

Vendor shall indicate the Excise tarrif no. under which the goods are being cleared.

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 PRE BID MEETING

Pre-Bid Meeting shall be held on 04.02.2014 at 11.30 AM at Admin Building, BPCL Mahul (Mumbai) Refinery, Mahul, Mumbai 400 074. Contact person for Pre-bid Meeting: Mr.L. Ravi#Senior Manager E & C , BPCL. Phone022 2553 3221 email:[ravil@bharatpetroleum.in](mailto:ravil@bharatpetroleum.in).

Item	Material Description	Qty	Unit Delivery date	Unit Basic Rate (in Figures)
00010	68.99.99.906.9 40 kWp SOLAR POWER PV SYSTEM	1	set. 31.03.2014	
	40 kWp SOLAR POWER PV SYSTEM GRID TIED 40 KWP SOLAR POWER PV SYSTEM			

RFQ Number :6000714059

Date : 25.01.2014

To:M/s. BPCL ESTIMATE MUMBAI - 400038 India (300648)

Item	Material Description	Qty	Unit Delivery date	Unit Basic Rate (in Figures)
"FOR INSTALLATION AT ADMIN BLDG AT BPCL, " MUMBAI REFINERY AS PER ATTACHED SPECIFICATIONS "LOCATION: ADMIN BLDG, BPCL REFINERY"				
Design, supply, installation, testing and commissioning of 40 kWp solar PV system as per enclosed specification and scope of work.				
Unit Basic Rate (In Words) : _____				
Excise Duty % : _____ % VAT% : _____ % CST% : _____ %				
Excise tariff no./Chapter id : _____				
Packing & Forwarding Charges : _____ % per unit OR _____ (INR) per unit				
Freight Charges : _____ % per unit OR _____ (INR) per unit				
Third party Inspection charges : _____ % per unit OR _____ (INR) per unit				
Octroi Charges(If applicable) : _____ %				
Other charges (if any ) : Please specify separately				
Grand Total (inclusive of all taxes, duties/charges etc) In figure: In Words :				
Page 3 of 9		Vendor Sign & Stamp		For Bharat Petroleum Corporation Ltd.

**TERMS & CONDITIONS****1.Pricing types**

YOUR PRICES SHOULD BE GIVEN BOTH IN FIGURES AND WORDS.

- 1) Your offer shall be firm in all aspect till complete execution of the order, non acceptance of firm prices shall be liable for rejection.
- 2) Your prices should be door delivery basis. Basic material cost, packing & forwarding charges, duties, taxes, freight shall be clearly indicated in your quotation. If vendor does not quote prices for delivery up to BPCL warehouse (freight & octroi), the same shall be loaded suitably or maximum freight charges quoted by the bidder for price evaluation.
- 3) Octroi: We shall reimburse the Octroi charges as per prevailing rate against the original octroi receipt alongwith B-form.
- 4) Any variation in Govt. duties and taxes like Excise Duty, Sales Tax and Octroi shall be paid at actual prevailing at the time of despatch of Material within CDD.
- 5) If EXCISE is applicable, Please ensure to indicate the Excise tariff no/Chapter ID NO under which the goods are being cleared.
- 6) PLEASE CONFIRM TO ALL OUR POINTS IN 'TERMS & CONDITIONS' OR ELSE WE WILL PRESUME THAT ALL OUR TERMS & CONDITIONS MENTIONED IN THIS TENDER ARE ACCEPTABLE TO YOU.
- 7) No advance payment is permitted as per BPCL conditions. Suppliers not accepting payment as per BPCL terms are solely rejected.
- 8) Delay in receiving Invoices or failure of delay or failure in providing copies of dispatch documents/original MTC/ etc and any demurrage or wharfage or any loss resulting thereby shall be borne by the vendor.

**2.Deadlines**

Delivery period :

The detailed terms as per the specification sheet enclosed herewith.

Bidders shall comply with the delivery period as mentioned in commercial terms and conditions of the tender document.

Time is the essence of contract. Offers with delivery period quoted longer than the required delivery period, please note your offer may be liable for rejection.

**3.Terms of delivery**

Material shall be delivered at Mumbai Refinery Warehouse at Mahul, Chembur, Mumbai 400 074 along with packing slip and relevant documents.

Supply of part quantities will be acceptable only at the discretion of BPCL. In all other cases vendor shall supply the entire quantity at a time

**4.Terms of payment**

Payment Terms would be as laid out in the Commercial Terms & Conditions of tender document.

" All invoices shall be addressed to Secretary to DGM - P&CS only; in case an invoice is addressed to anybody also, the Vendor alone is responsible for any delay in the processing of such invoices.

**5.Penalty for breach of contract**

As per commercial terms and conditions mentioned of tender document

**6.Guarantees**

As per commercial terms and conditions of tender document.

**7.Contract riders (clauses)**

## CLAUSE REGARDING PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES

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 NET EVALUATED PRICE QUOTED BY THE SAID MSES AS COMPARED TO L1 VENDOR AT THE TIME OF EVALUATION OF THE PRICE BID. BIDDERS CLAIMING PURCHASE PREFERENCE AS MSE NEED TO SUBMIT THE FOLLOWING DOCUMENTS:

- a. NOTARIZED COPY OF ALL THE PAGES OF THE EM-II CERTIFICATE ISSUED BY THE APPROPRIATE AUTHORITIES MENTIONED IN THE PUBLIC PROCUREMENT POLICY OF MSES-2012.
- b. VENDORS' DECLARATION ON A DULY NOTARIZED RS.100 STAMP PAPER STATING THAT, IN THE EVENT OF AWARD OF CONTRACT, ALL THE ORDERED SUPPLIES SHALL BE MADE FROM THE UNIT FOR WHICH MSE CERTIFICATE HAS BEEN SUBMITTED.

THE PHOTOCOPY OF THE VALID MSE REGISTRATION WITH ANY NOTIFIED BODY SPECIFIED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES SHOULD ACCOMPANY THE BID DOCUMENTS. FAILING WHICH NO PRICE PREFERENCE WILL BE CONSIDERED IN SUCH CASES.

THE NET EVALUATED PRICE IS THE ALL INCLUSIVE DELIVERED PRICE.  
NET EVALUATED PRICE = QUOTED BASIC PRICE + EXCISE DUTY + FREIGHT +LOCAL TAXES AND DUTIES+ OCTROI CHARGES AND /OR ENTRY TAX LESS CENVAT BENEFITS ON EXCISE AND INPUT TAX CREDIT ON VAT.

IN CASE THE CHARGES LIKE, FREIGHT, OCTROI CHARGES AND/OR ENTRY TAX ARE NOT INDICATED EXPLICITLY IN THE BID, BPCL WILL CONSIDER THE STANDARD % AS DEEMED FIT FOR ESTIMATION.



**8.Attachment**

Sl.no.	Description	Annexure no.
UN-PRICED/TECHNICAL BID SECTION		
1	General Instructions to Bidders	1
2	Qualification Criteria Document	2
3	Proforma of Declaration of Holiday Listing	2A
4	Proforma of Bank Guarantee for EMD	2B
5	Special terms and Conditions	3
6	Detailed Technical specification	4
7	Technical deviation Form	5
8	Commercial terms and conditions	6
9	Commercial deviation Form	7
10	Format for indicating percentage of freight, taxes and duties (Indian Bidders)	8A 11
	Priced Bid format (To be submitted in unpriced bid)	9
12	General Purchase conditions	10
13	Integrity Pact Document	11

Bidders to note that the above Annexures 1 to 11 duly filled in along with supporting documents shall be uploaded along with the Unpriced/Technical bid. No prices shall be indicated in any of the above documents.

PRICE BID SECTION

14 Priced Bid Schedule (To be submitted in price bid) 12

Bidders to Fill in the prices only in the above Annexures 12 and upload the same along with price bid.

**Important Notice**

<b>Sr.No</b>	<b>Description</b>
001	Quotation received after due date will not be entertained
002	Your quotation must specify exact amount or percentage discount, Excise, S.T., Charges, Transport, Packing & forwarding, Octroi, etc. as applicable.
003	In case you are unable to quote, kindly send the quotation with a regret for our records. Non-receipt of a regret will adversely affect your vendor rating.
004	No quotation will be accepted without your rubber stamp and signature.
005	Your quotation must be strictly in enclosed envelope indicating Collective RFQ No., RFQ No. and due date.
006	For all future correspondences please mention the vendor code Collective RFQ Number & RFQ Number.

To:M/s. BPCL ESTIMATE MUMBAI - 400038 India (300648)

-----Tear off Portion to be pasted on the envelope containing offer-----

**Collective RFQ No. : 1000203457**

Our Reference:  
RFQ No. : 6000714059  
Subject:

Due Date : 10.02.2014  
Due Time : 14:00:00

To,  
BHARAT PETROLEUM CORPORATION LTD-MUMBAI REFINERY  
P & CS DEPT .SOUTH BLOCK, 2ND FLOOR,  
MAHUL, CHEMBUR,  
MUMBAI  
400074

Purchase Group : N36- E&C PROJECT PROC

## ANNEXURE-1



**BHARAT PETROLEUM CORPORATION LIMITED**  
(P&CS-Refineries )

<b>Enquiry /CRFQ No. : 1000203457</b> <b>Offer No. _____ (Bidder's Ref.)</b> <b>Tel. No. : _____</b> <b>Fax No. _____</b>	<b>M/s _____ (Bidder)</b> <b>Signature : _____</b> <b>Name : _____</b> <b>Official Seal : _____</b>		
GENERAL INSTRUCTION TO BIDDERS			
SNO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
<b>1.1</b>	<b>COST OF BIDDING</b>		
	The Bidder shall bear all costs associated with the preparation and submission of Bid, all activities in connection with bidding. BPCL will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process. Each Bidder accept and agrees, as a condition of submitting its Bid that it waives any and all claims against BPCL, its Co-ventures and their affiliates, for remuneration or restitution relating to its costs and expenses in.	TO NOTE AND CONFIRM	
<b>1.2</b>	<b>CONTENTS OF BIDDING DOCUMENT</b>		
	The Bidder is expected to examine carefully all instructions, conditions, forms and terms given in the Bidding Documents. Failure to furnish all information required by the Bidding Document or not responsive to the requirements of the Bidding Document will be at the Bidder's risk, and may result in rejection of the bid.	TO NOTE AND CONFIRM	
<b>1.3</b>	<b>CLARIFICATION ON BIDDING DOCUMENT</b>		
1.3.1	All questions and results for interpretations or clarifications relating to bid Document shall be addressed in writing by fax / e-mail at the address mentioned below:  Chief Manager ,P&CS (Refinery),Bharat Petroleum corporation Limited,Mumbai Refinery, Chembur, Mahul Mumbai 400 074,Fax No.91-22-25541718. Mail:bhatusn@bharatpetroleum.in and a copy to Mail ID: shindeaa@bharatpetroleum.in	TO NOTE	
1.3.2	BPCL will respond in writing or by fax / e-mail to any such request for clarification which they receive earlier than 7 days prior to the deadline for the submission of bid. Any such inquiries and all replies there to will be circulated to all bidders (without identifying the source of enquiry), unless a bidder request that such enquiry is to be treated as confidential. If confidentiality is requested, owner shall decide, in its sole opinion and without giving reasons, whether such inquiry should be treated as confidential. If the decision is not to treat the inquiry as confidential, Bidder will be given the option to withdrawing the inquiry or confirming that the inquiry as well as the reply may be circulated to all Bidders. If deemed appropriate by Owner, a reply may be furnished or subsequently repeated in the form of an addendum to the bid document in the E Tendering platform.	TO NOTE	

<b>GENERAL INSTRUCTION TO BIDDERS</b>			
<b>SNO</b>	<b>INSTRUCTIONS</b>	<b>VENDOR'S ACTION</b>	<b>RESPONSE</b>
<b>1.4</b>	<b>LANGUAGE OF BIDS</b>		
	The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and BPCL, shall be written in the English language. All information in the "Bid" shall be in English language. Information in any other language shall be accompanied with its translation in English. Failure to comply with this condition shall disqualify a "BID". In the event of any contradictions between meanings as derived from various languages of the "BID", the meaning as derived from English language copy of the "BID" shall govern	TO NOTE AND CONFIRM	
<b>1.5</b>	<b>CORRECTIONS IN BID</b>		
	All changes / alterations / corrections in the BID shall be signed in full by the person or persons signing the Bid, with date. No erasure, use of correction fluid and / or overwriting is permitted. All blank spaces shall be filled in by typewriter /printed or in ink and inter-lineations, alterations or erasures, if any occur, shall be formally explained over the signature of authorized representative. "Non-compliance/ violation" of this requirement may be cause for the rejection of the Bid.	TO NOTE AND CONFIRM	
<b>1.6</b>	<b>CONFIDENTIALITY OF BID DOCUMENT</b>		
	The bidder shall not disclose any information contained in the bid document or otherwise supplied in connection with this bid to any third party, except for the purpose of preparing its bid and shall require any such third party to treat such information as confidential	TO NOTE AND CONFIRM	
<b>1.7</b>	<b>PROCESS TO BE CONFIDENTIAL</b>		
1.7.1	After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning to award of contract shall not be disclosed to Bidders	TO NOTE	
1.7.2	Canvassing in any form by the Bidder or by any other Agency on behalf of the Bidder after submission of the Bid may disqualify the said Bid. Any effort by a Bidder to influence the owner in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning award of contract, may also result in the rejection of the said Bid.	TO NOTE	
<b>1.8</b>	<b>WRONG INFORMATION</b>		
1.8.1	If the Bidder deliberately gives wrong information in his Bid to create circumstances for the acceptance of his Bid, Owner reserves the right to reject such Bids without any reference to the Bidder	TO NOTE AND CONFIRM	
<b>1.9</b>	<b>CLARIFICATIONS OF BIDS</b>		
1.9.1	In the event of finding any discrepancies in or omissions from the Bid Documents, or should the Bidder be in doubt as to the meaning of such documents, Bidder shall immediately notify BPCL, either by facsimile or letter, at the address shown in point no. 1.3.1 above, who will thereupon, if required, send necessary written instructions to all Bidders. Any such request shall reach BPCL not later than seven (7) days prior to the 'closing date'.	TO NOTE	
1.9.2	As part of examination, evaluation and comparison of Bids, the Owner may at his discretion, ask Bidders individually for clarification or call them for discussion of their Bid.	TO NOTE	
1.9.3	For Techno-Commercial clarifications, bidders shall normally be given a cut off date for furnishing clarifications. Clarifications received after the specified cut off date are liable not to be considered for evaluation. Technical Query (TQ)/Commercial Query (CQ) shall be issued to bidders through E-Mail/E Tendering platform. Reply of TQ/CQ shall also be received through E-Mail/E-Tendering platform.	TO NOTE	

<b>GENERAL INSTRUCTION TO BIDDERS</b>			
<b>SNO</b>	<b>INSTRUCTIONS</b>	<b>VENDOR'S ACTION</b>	<b>RESPONSE</b>
<b>2.0</b>	<b>CORRECTION OF ERRORS IN PRICE BIDS</b>		
	In case BPCL considers the price bids submitted through E Tendering platform instead of reverse auction, price bids will be checked by Owner for any arithmetic errors in computation and summation. Errors will be corrected by owner as follows	TO NOTE AND CONFIRM	
2.0.1	Where there is a discrepancy between amounts in figures and words, the amount in words will govern.	TO NOTE AND CONFIRM	
2.0.2	Where there is a discrepancy between the lump sum prices and price break up, in that event unit rate or price break up prices will be considered final and total of prices adjusted accordingly	TO NOTE AND CONFIRM	
<b>2.1</b>	<b>SIGNING OF BID</b>		
2.1.1	The Bid must contain the name, designation, residence and place of business of the person or persons submitting the Bid, and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below their signature	TO NOTE	
2.1.2	Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.	TO NOTE AND CONFIRM	
2.1.3	The Bidder's name stated in the Bid shall be the EXACT LEGAL NAME OF FIRM / COMPANY / CORPORATION, etc. as registered or incorporated.	TO NOTE AND CONFIRM	
<b>2.2</b>	<b>OWNER'S RIGHTS TO ACCEPT / REJECT ANY OR ALL BIDS</b>		
2.2.1	Notwithstanding what is stated above, Owner reserves the right to accept or reject any or all Bids at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder for Owner's action	TO NOTE	
<b>2.3</b>	<b>INDIAN LAWS</b>		
2.3.1	Bidder is reminded that they will be subject to Indian laws, Government of India rules and regulations/ guidelines, practices and conditions as applicable from time to time which might affect the MATERIAL supply	TO NOTE	
<b>2.4</b>	<b>NOTIFICATION OF AWARD</b>		
2.4.1	Prior to the expiring of the period of Bid validity prescribed by BPCL, BPCL will notify the successful Bidder by Letter of Intent (LOI) / Purchase Order (PO) that his Bid has been accepted. This notification of award shall contain the sum which BPCL will pay to the successful bidder in consideration of the execution and completion of the work as per Purchase order. BPCL will be the sole judge in the matter of award of PO and the decision of BPCL will be final and binding. Successful bidder shall duly sign and stamp one copy of the LOI / PO as token of acceptance and return to BPCL within 10 days from date of LOI / PO.	TO NOTE	
2.4.2	The notification of award will constitute the formation of contract. The successful Bidder shall execute the requirements of a Purchase Order, which, among other things, shall include, by reference, all the Sections and provisions of these Bid Documents. The Purchase Order shall be signed by the duly authorized representatives of the Bidder and BPCL	TO NOTE	
<b>2.5</b>	<b>SUBMISSION OF TENDER</b>		
	Bids should be submitted in "TWO BID SYSTEM", i.e. "Un - Priced Technical Bid" & "Priced Bid" through e-tendering portal	TO NOTE	
<b>2.5.1</b>	<b>QUALIFICATION OF BID:</b>		
	"Qualification Of Bid" shall be complete with the required documents as per qualification criteria as given below	TO NOTE	
2.5.1.1 a)	Qualification Criteria document (Annexure-2) shall be duly filled in and the required documents as per the qualification criteria shall be uploaded by the Bidder along with the bid.	TO NOTE AND CONFIRM	

GENERAL INSTRUCTION TO BIDDERS			
SNO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
2.5.1.1 b)	EMD, wherever applicable shall have to be submitted to BPCL as detailed below in clause 2.8, prior to due date of opening the "Unpriced Bid". Registration/Exemption Certificate (if any) shall have to be submitted to BPCL as detailed below in clause 2.8, prior to due date of opening the "UN-PRICED/TECHNICAL Bid". Additionally the Bidder shall upload the scanned copy of EMD instrument (i.e. DD/Bank Guarantee as the case may be),or Registration/Exemption Certificate (as applicable) along with other details in their "Un-priced Bid".	TO NOTE AND CONFIRM	
2.5.1.1 c)	Proforma of holiday listing (Annexure-2A) duly filled in Vendor's letter head and Proforma of Bank Garantee for EMD (Annexure-2B) shall be uploaded by the vendor along with the Unpriced- bid	TO NOTE AND CONFIRM	
<b>2.5.1.2</b>	<b>TECHNICAL/UNPRICED BID</b>		
2.5.1.2 a)	Except for the price, complete set of documents as listed below shall be enclosed in Technical/Unpriced bid only	TO NOTE	
2.5.1.2 b)	Special terms and conditions (Annexure-3) shall be duly filled in/signed and stamped and uploaded along with unpriced bid.	TO NOTE AND CONFIRM	
2.5.1.2 c)	Detailed Technical specification sheet (Annexure-4) shall be duly filled in/signed and stamped and uploaded along with unpriced bid.	TO NOTE AND CONFIRM	
2.5.1.2 d)	Technical Deviation form (Annexure-5) in case of technical deviations shall be duly filled in and uploaded along with unpriced bid. Deviations mentioned only in this document shall be considered and deviations mentioned elsewhere in the bid shall have no cognizance.	TO NOTE AND CONFIRM	
2.5.1.2 e)	Commercial terms and conditions shall be duly filled in. Annexure-6. Vendors are requested to go through the Commercial condition sheet in detail. Vendor shall indicate Confirmed/Unconfirmed option against each clause. In case of non confirmation of any of the condition, vendor shall indicate the deviation in the space allotted for the same. BPCL reserves the option to accept or reject the offer from the vendor in case of non confirmation of the commercial conditions. Also suitable loading on account of commercial deviations as per the tender conditions shall be applied in evaluation of the offer from the vendor.Vendor shall also input the requisite commercial details as requested in the document in the space allotted.	TO NOTE AND CONFIRM	
2.5.1.2 f)	Commercial Deviation form Annexure-7 in case of commercial deviations shall be duly filled in and uploaded along with unpriced bid. Deviations mentioned only in this document shall be considered and deviations mentioned elsewhere in the bid shall have no cognizance.	TO NOTE AND CONFIRM	
2.5.1.2 g)	Format for freight taxes and duties (Indian bidders) Annexure-8 A: Indian Bidders to indicate the percentage of freight, taxes and duties: Taxes, Duties, Freight and any other charges shall be filled in as % or NIL only without any precondition. Also note that vendor shall be responsible for all payments before delivery, hence vendor shall not write for any charge on BPCL A/c or shall not leave any field blank wherever applicable/payable.	TO NOTE AND CONFIRM	
2.5.1.2 g)	Format for freight taxes and duties (Non Indian bidders) Annexure-8 B: Non Indian Bidders to indicate the percentage of freight, taxes and duties: Taxes, Duties, Freight and any other charges shall be filled in as % or NIL only without any precondition. Also note that vendor shall be responsible for all payments before delivery, hence vendor shall not write for any charge on BPCL A/c or shall not leave any field blank wherever applicable/payable.	NOT APPLICABLE/NOT PROVIDED	
2.5.1.2 h)	Priced bid format attached shall be filled in Annexure 9. Bidders are requested to provide their quote strictly as per the format without altering the content of it. Bidder shall Indicate 'Quoted' for a Quoted item and 'Not Quoted' for items which are not quoted in all 'Un-Priced' copies of the 'Price Schedule'. No prices shall be indicated in the document in the technical bid (UN-PRICED BID).	TO NOTE AND CONFIRM	

GENERAL INSTRUCTION TO BIDDERS			
SNO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
2.5.1.2 i)	General Purchase conditions <b>Annexure-10</b> shall be duly filled in. Vendors are requested to go through the General Purchase Condition document in detail. General Purchase conditions document shall be duly signed, stamped and uploaded along with unpriced bid or its option shall be ticked as "YES" in e-tendering( Digitally signed).	TO NOTE AND CONFIRM	
2.5.1.2 j)	Integrity Pact Document <b>Annexure-11</b> shall be duly signed, stamped and uploaded along with the unpriced bid. Proforma of Integrity Pact (IP) shall be duly signed by the same signatory who is authorised to sign the bid documents. All the pages of the Integrity Pact shall be duly signed and uploaded along with the unpriced part of the quotation or shall be digitally signed while uploading the tender. Bidder's failure to submit the IP document duly signed along with bid documents shall result in the bid not being considered for further evaluation	TO NOTE AND CONFIRM	
2.5.1.2 k)	Vendors to note that offers not in line with the above are not acceptable and their offer is liable for rejection on commercial grounds.	TO NOTE AND CONFIRM	
<b>2.6</b>	<b>PRICED BID</b>		
2.6.1	Bidders (Indian/Non Indian) may please note that price bid with prices shall be uploaded only as per the price bid format <b>Annexure-12</b> . without any condition whatsoever.	TO NOTE AND CONFIRM	
<b>2.7</b>	<b>TENDER OPENING</b>		
2.7.1	Unpriced (technical) bids shall be opened on the due date of at 14:00 Hrs IST on E Tendering platform. Bids complete in all respects including submission of EMD/Registration/Exemption Certificate (if any) shall only be opened. The offers of those bidder(s) whose documents meet the tender requirements, will only be considered for further evaluation. Bidders can view/witness the "Unpriced (Technical) Bid" opening through the e-portal.	TO NOTE AND CONFIRM	
2.7.2	The date and time of opening the Price bids/ Reverse Auction as the case may be shall be intimated to the Techno-Commercially acceptable bidders only and the priced bids/reverse Auction shall be carried out for these vendors only. Such Techno-Commercially accepted bidders can view/witness the "Price bids" opening through E Portal/ participate in the reverse auction as the case may be.	TO NOTE AND CONFIRM	



GENERAL INSTRUCTION TO BIDDERS			
SNO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
<b>2.8</b>	<b>EARNEST MONEY DEPOSIT</b>		
2.8.1	The bidders shall submit an interest-free Earnest Money Deposit (EMD) of Rs 1,00,000/- (Rupees One Lakh Only) by crossed account payee Demand Draft drawn on any nationalized / scheduled bank in favour of "BHARAT PETROLEUM CORPORATION LTD" payable at Mumbai.	TO NOTE AND CONFIRM	
2.8.2	The EMD shall be submitted to BPCL prior to the due date & time of opening of the "Unpriced/ technical Bid". Bidders in category of being exempted as per clause 2.8.3 shall submit suitable proof to BPCL prior to the due date & time of opening of the " Unpriced /technical Bid".	TO NOTE AND CONFIRM	
2.8.3	The following categories of bidders are however exempted from depositing EMD: (i) Units registered with National Small Industries Corporation (NSIC) subject to: a)The unit being registered with NSIC for the item tendered.; b) Registration certificate being valid as on date of quotation. (ii) Vendors who are already registered with BPCL; Such bidders must upload appropriate proof along with their " Unpriced/Technical Bid", to show that they are eligible for the exemption from EMD (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.	TO NOTE AND CONFIRM	
2.8.4	Registration with DGS&D will not entitle the Bidder to claim exemption from payment of EMD.	TO NOTE	
2.8.5	"Earnest Money Deposit" (EMD), wherever applicable, shall be paid separately by Demand Draft (DD) / Bank Guarantee only in favour of Bharat Petroleum Corporation Limited .	TO NOTE AND CONFIRM	
2.8.6	Alternatively EMD can also be remitted by way of "Bank Guarantee" as per BG format attached Annexure-2B, from any Bank recognized as Scheduled Bank by Reserve Bank of India, in favour of M/s. Bharat Petroleum Corporation Ltd. Mumbai.	TO NOTE AND CONFIRM	
2.8.7	Bank Guarantee from any Foreign Bank is acceptable only if the same is countersigned by their Indian Branches (provided the Indian Branch of the Foreign Bank is recognized Scheduled Bank by Reserve Bank of India) or any Scheduled Indian Bank	TO NOTE AND CONFIRM	
2.8.8	The Bank Guarantee in lieu of EMD shall be furnished on non-judicial stamp paper of value not less than Rs. 100/- (Rupees One hundred only) and in the prescribed Performa given in the Tender Document	TO NOTE AND CONFIRM	
2.8.9	The Bank Guarantee shall be kept valid for a period of 60 days beyond the validity period	TO NOTE AND CONFIRM	
2.8.10	Original DD or BG as the case may be, towards EMD shall be sent separately to DGM, P&CS-Refineries, at BPCL. Copy the DD /BG as the case may be, along with proof of dispatch to be uploaded along with Unpriced/technical bid. Bids without EMD are liable to be rejected	TO NOTE AND CONFIRM	
2.8.11	EMD of unsuccessful bidders shall be released after issuance of LOI /Purchase Order against this tender. However, in case of successful bidder the EMD shall be released on receipt of performance bank guarantee and purchase order acceptance copy.	TO NOTE AND CONFIRM	
2.8.12	Forfeiture of EMD – A tenderer who has submitted their bid shall not be permitted to alter/amend or withdraw the bid, not withstanding that the bid(s) has/have not yet been opened/finalised. A tenderer who purports to alter/modify withdraw their offer after submission, within the validity of the offer shall be liable to have their offer rejected and their EMD forfeited/encashed.	TO NOTE AND CONFIRM	

GENERAL INSTRUCTION TO BIDDERS			
SNO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
2.8.13	The Earnest Money deposited by successful tenderer shall be forfeited if the successful tenderer fails to honour the offer terms prior to ordering and Contractual terms after issuance of LOI/PO	TO NOTE AND CONFIRM	

GENERAL INSTRUCTION TO BIDDERS			
SNO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
<b>2.9 INTEGRITY PACT</b>			
2.9.1	Proforma of Integrity Pact (IP) <b>Annexure-11</b> shall be uploaded by the Bidder/s along with the unpriced bid documents duly signed (or digitally signed in case of e-tender) by the same signatory who is authorised to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to upload the IP duly signed (Digitally) along with bid documents shall result in the bid not being considered for further evaluation	TO NOTE AND CONFIRM	
2.9.2	If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, BPCL shall be entitled to demand & recovered from Bidder Liquidated Damages amount by forfeiting the EMD/Bid Security as per provisions of IP.	TO NOTE AND CONFIRM	
2.9.3	If the contract has been terminated according to the provisions of the IP, or if BPCL is entitled to terminate the contract according to the provisions of the IP, BPCL shall be entitled to demand & recovered from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the IP	TO NOTE AND CONFIRM	
2.9.4	Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor (IEM). The IEM's name, address & contact number is given below : Shri Brahm Dutt No. 82, Shakti Bhavan Race Course Road Bangalore 560 001 Tel: 080-22256568 Mobile no.09731316063	TO NOTE	
<b>2.10 INSTRUCTIONS TO BIDDERS FOR E-TENDERING</b>			
2.10.1	The vendor is requested to download the tender from BPCL's e-tendering website <a href="http://www.bharatpetroleum.in">www.bharatpetroleum.in</a> / <a href="https://bpcl.eproc.in">https://bpcl.eproc.in</a> or form <a href="http://eprocure.gon.in/cppp/relatedlinks">http://eprocure.gon.in/cppp/relatedlinks</a> and participate in the tender as per the instructions given above and herein, on or before the due date and time of the tender. The tender available on the 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 <a href="https://bpcl.eproc.in">https://bpcl.eproc.in</a> .	TO NOTE	
2.10.2	For registration on the e-tender site <a href="https://bpcl.eporc.in">https://bpcl.eporc.in</a> 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.	TO NOTE	
2.10.3	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 tenderer. In case any tenderer so desires, he may contact our e-procurement service provider M/s. C1 India Pvt. Ltd., Mumbai (Contact no. 022-66865600) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents / fees. Non availability of Digital Certificate shall be considered as the vendor's regret.	TO NOTE	

GENERAL INSTRUCTION TO BIDDERS			
SNO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
2.10.4	Corrigendum/ amendment, if any, shall be notified on the site <a href="https://bpcl.eproc.in">https://bpcl.eproc.in</a> or <a href="http://www.bharatpetroleum.in">www.bharatpetroleum.in</a> . In case any corrigendum/ amendment is issued after the submission of the bid, then such tenderers who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. No written communication will be circulated. It shall be assumed that the information contained therein has been taken into account by the tenderer. They have the choice of making changes in their bid before the due date and time	TO NOTE	
2.10.5	Tenderers are required to submit their bid online on or before the due date and time of closing of the tender as depicted in this document. Tenderers shall have to log on to the website ( <a href="https://bpcl.eproc.in">https://bpcl.eproc.in</a> ) for submitting their bid. 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. Tenderers 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 tenderer 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. Once the entire process of submission of online bid is complete, the tenderers 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.	TO NOTE	
2.10.6	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	TO NOTE	
2.10.7	No manual bids/offers along with electronic bids/offers shall be permitted	TO NOTE	
2.10.8	Once the technical (or) un-priced bids are opened, vendors can see the list of tenderers who have participated in the bid by logging on to the portal under their user ID and password and clicking on "Other Bids" view. Subsequently, in case the price bids are opened in E Tendering platform, tenderers can see the rates quoted by all the participating bidders using the same option	TO NOTE	
2.10.9	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 tenderers for any interruption or delay in access to the site irrespective of the cause. It is advisable that tenderers 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.	TO NOTE	
2.10.10	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.	TO NOTE	
2.10.11	In case of any clarification pertaining to e-procurement process, the tenderer may contact the following agencies / personnel		

GENERAL INSTRUCTION TO BIDDERS			
SNO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
	<p>1. For system related queries: M/s C1 India at contact nos.022-66865600. OR you may contact Mr. Sachin Toraskar on Telephone no. 9833091866 or 022-25540717 on all working days (Mon - Fri) between 0900 hrs to 1700 hrs</p> <p>2. For tender related queries: M/s BPCL as indicated at Clause 1.3.1</p>		
<b>2.11</b>	<b>Pre-Bid Meeting</b>		
	<p>Pre-Bid Meeting shall be held on 04.02.2014 at 11.30 AM at Admin Building, BPCL Mahul (Mumbai) Refinery, Mahul, Mumbai 400 074. Contact person for Pre-bid Meeting: Mr.L. Ravi–Senior Manager E &amp; C , BPCL. Phone022 2553 3221 email:ravil@bharatpetrochem.in.</p>	TO NOTE	

## ANNEXURE-2



### BHARAT PETROLEUM CORPORATION LIMITED P&CS MUMBAI Refinery

Enquiry/CRFQ No. : 1000203457	M/s _____ (Bidder)
Offer No. _____ (Bidder's Ref.)	Signature : _____
Offer Date : _____	Name : _____
Mobile No. : _____	Official Seal : _____

### BID QUALIFICATION CRITERIA

SNO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
	<b>Bid Qualification Criteria: Bidder shall meet the following criteria</b>		
	<b><u>PREAMBLE</u></b>		
	As a sustainability initiative and to promote non conventional sources of renewable energy , it is proposed to tap solar power for admin facilities in Mumbai refinery . It is proposed to set up a grid connected solar power plant with an installed capacity of 40 KW on the roof top of admin building south block at Mumbai refinery . The power generated will be synchronized with the existing power supply from the refinery grid and will be utilized in the admin building .The project after successful commissioning will be eligible for a subsidy of 30 % from Ministry of New & Renewable Energy ( MNRE).	TO NOTE & CONFIRM	
	BPCL ( MR ) is proposing to set up a grid connected Photovoltaic (PV) Solar Power Plant of 40 KW , at Mumbai Refinery .The PV based solar power plant project is planned to be engineered, supplied, erected, commissioned, operated & maintained through comprehensive maintenance contract for a period of 6 years from the date of commissioning ( 1 year guarantee + 5 years Comprehensive maintenance	TO NOTE & CONFIRM	
	<b><u>SCOPE OF THE PROJECT</u></b>		
	Design , Engineering , Supply, Installation , Commissioning & maintenance through comprehensive maintenance contract for a period of 6 years from the date of commissioning ( 1 year guarantee + 5 years Comprehensive maintenance ) of a 40 KW grid connected solar power plant as per standards and specifications enclosed.	TO NOTE & CONFIRM	
	<b><u>BID QUALIFICATION CRITERIA</u></b>		
<b>1.0</b>	<b>Technical Criteria:</b>		
<b>1.1</b>	Bidder shall have successfully carried out Designing, Manufacturing, Installation and Commissioning of grid connected solar power system in accordance with the guidelines and specifications of MNRE and also applicable international standards.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT ENCLOSED	
<b>1.2</b>	The bidder's system shall be capable of generating 40 KW solar power in a maximum available roof top area of 4800 sq ft.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT ENCLOSED	
<b>1.3</b>	Bidder shall be a MNRE approved party with SP-1 A rating.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT ENCLOSED	

<b>BID QUALIFICATION CRITERIA</b>			
<b>SNO</b>	<b>INSTRUCTIONS</b>	<b>VENDOR'S ACTION</b>	<b>RESPONSE</b>
	<b>COMMERCIAL QUALIFICATION CRITERIA</b>		
<b>2.1</b>	<b>Annual turnover:</b> Bidder shall have average annual financial turnover of Rs. 15 Lakhs during the immediate preceding three Financial Years. As a proof for turnover, bidder is required to submit copy of the Audited Balance sheets clearly highlighting the above fact.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT ENCLOSED	
<b>2.2</b>	<b>Net-worth:</b> Financial net worth of the bidder as per latest annual report shall be positive.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT ENCLOSED	
<b>2.3</b>	The bidder shall not be on the Holiday list of BPCL.	CONFIRMED & RELEVANT SUPPORTING DOCUMENT ENCLOSED	
<b>2.4</b>	<p><b>Commercial Experience:</b> For experience, the order executed by the bidder during any of the last seven years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <ol style="list-style-type: none"> <li>1. Three similar completed orders each costing not less than the amount equal to Rs. 20 Lacs</li> <li style="text-align: center;">OR</li> <li>2. Two similar completed orders each costing not less than the amount equal to Rs. 25 Lacs</li> <li style="text-align: center;">OR</li> <li>3. One similar completed order costing not less than the amount equal to Rs. 40 Lacs.</li> </ol> <p>Similar works are defined as Design, manufacture, supply, installation and commissioning of grid connected solar power systems .</p>	CONFIRMED & RELEVANT SUPPORTING DOCUMENT ENCLOSED	
<b>3</b>	<b>General</b>		
<b>3.1</b>	Copies of work order executed in last three years along with work order. Proof of having successfully completed similar works during last 5 years ending last days of the month previous to the one in which tenders are invited .	TO NOTE & CONFIRM	
<b>3.2</b>	The bidder shall submit all relevant documents of their Proven Track Record and satisfactory performance from customers for the supplied systems.	TO NOTE & CONFIRM	
<b>3.3</b>	Bidders meeting the technical as well as financial qualification criteria as stated above should submit documentary evidence to substantiate above along with their quotation.	TO NOTE & CONFIRM	
<b>3.4</b>	BPCL reserves the right to verify the correctness of documentary evidence furnished by the bidder.	TO NOTE & CONFIRM	

**BID QUALIFICATION CRITERIA**

<b>SNO</b>	<b>INSTRUCTIONS</b>	<b>VENDOR'S ACTION</b>	<b>RESPONSE</b>
<b>3.5</b>	As documentary evidence, bidder must submit copies of Purchase Orders and Completion certificate / any other proof of completion of order along with the unpriced Bid. In the absence of requisite documents, BPCL reserves the right to reject the Bid without making any reference to the Bidder.	TO NOTE & CONFIRM	
<b>3.6</b>	BPCL reserves the right to reject any or all bids without assigning any reason.	TO NOTE & CONFIRM	
<b>3.7</b>	Bidder submitting his bid should not be under liquidation or involved in similar proceedings.	TO NOTE & CONFIRM	
<b>3.8</b>	BPCL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process	TO NOTE & CONFIRM	



## **Annexure 2A**

The Declaration should be produced on Vendor's Letter Head.

### **PROFORMA OF DECLARATION OF HOLIDAY LISTING**

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm

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

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

In the case of Company

We hereby declared that we have not been placed on any holiday list declared by Bharat Petroleum Corporation Limited or its Administrative Ministry or any other Indian Government Public Sector Undertaking, except as indicated below:

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

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

Place: \_\_\_\_\_

Signature of the Bidder \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Signatory \_\_\_\_\_

## Annexure 2B

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY

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

Dear Sirs,  
M/s.

---

\_\_\_\_\_ have taken tender for the supply of

---

for Bharat Petroleum Corporation Ltd.

The tender Conditions of Contract provide that the Bidder shall pay a sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)

\_\_\_\_\_ as earnest money /

initial / full security deposit in the form therein mentioned. The form of payment of earnest  
money / security deposit

includes guarantee executed by Schedule 'A' Bank, undertaking full responsibility to  
indemnify Bharat Petroleum  
Corporation Ltd. in case of default.

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

1. We \_\_\_\_\_

hereby undertake and agree with you

that if default shall be made by M/s. \_\_\_\_\_ in

performing any of the terms and

conditions of the tender or in payment of any money payable to Bharat Petroleum  
Corporation Ltd. We shall on demand

pay to you in such matter as to you may direct the said amount of

Rupees \_\_\_\_\_ only or

such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without effecting this guarantee  
postpones for any time or from

time to time the exercise of any of the powers and rights conferred on you under the  
contract with the

said \_\_\_\_\_ and to enforce or to for bear from endorsing any power of rights or by  
reason of time being given to

the said which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have

been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending

before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or

change of constitution or insolvency of the said \_\_\_\_\_

\_\_\_\_\_ but shall in all respects and for

all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to

Rupees \_\_\_\_\_ Our guarantees shall

remain in force until \_\_\_\_\_ unless a suit or action to enforce a claim

under \_\_\_\_\_ Guarantee is filed against us within six months from

\_\_\_\_\_ (which is date of expiry of guarantee) all our rights

under the said guarantee shall be

forfeited and shall be relieved and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the

undersigned has full power to do under the Power of Attorney dated

\_\_\_\_\_ granted to him by the Bank.

Yours faithfully

\_\_\_\_\_ Bank by its Constituted Attorney

Signature of a person duly authorised to sign

on behalf of the bank

## ANNEXURE-3



**BHARAT PETROLEUM CORPORATION LIMITED**  
(P&CS Mumbai Refinery )

Enquiry /CRFQ No. : 1000203457	M/s _____ (Bidder)
Offer No. _____ (Bidder's Ref.)	Signature : _____
Offer date : _____	Name : _____
Tel. No.. : _____	Official Seal : _____

**VENDORS SHALL FILL THIS QUESTIONNAIRE GIVING THEIR CONFIRMATION FOR ALL SPECIAL TERMS & CONDITIONS, AS CALLED FOR IN EACH CLAUSE AND ENCLOSE THE SAME WITH THE UN-PRICED BID. VENDOR MAY INDICATE "NOTED", "ACCEPTED", "CONFIRMED" OR SPECIFY DEVIATIONS / DETAILS, ETC. AS REQUIRED IN THE REMARKS AGAINST IN EACH SPECIFIC CLAUSE. NOTE THAT NO PRICE INDICATIONS ARE TO BE GIVEN IN THIS FORMAT. EACH PAGE SHALL BE DULY SIGNED AND STAMPED BY THE VENDOR**

### SPECIAL TERMS & CONDITIONS

SNO	INSTRUCTIONS	VENDOR RESPONSE	RESPONSE
1.1	This is a Two Part Bid Tender, viz. TQ (Technical Qualification) Bid and Priced-Bid. The Vendors shall submit details required for each type of Bid, as specified. Only those vendors found technically acceptable, shall be considered for commercial evaluation. Accordingly, Priced Bids of the technically qualified vendors will only be opened for further evaluation. All documents / Bids submitted shall be digitally signed and sealed for authentication.	NOTE AND CONFIRM	
1.2	Vendor shall study the detailed specification, scope, terms & conditions, etc. enclosed with the enquiry and provide confirmation and or specify the required details as called for in the enquiry, while submitting the Technical Bid. In case of any deviation / non acceptance of any of the clauses given in the enquiry, the Vendor shall bring out the same and indicate it in the Deviation Statement with details along with reasons for deviation in the given format.	NOTE AND CONFIRM	
1.3	The supplies and services required shall be as per specification as detailed at <b>Annexure 4</b> .	NOTE AND CONFIRM	
1.4	All the items in the Price bid format shall be considered for evaluation. The commercial evaluation shall be based on the sum of lowest of all the SOR ( Supply and services) items and contract shall be awarded to one single successful bidder.	NOTE AND CONFIRM	
1.5	All material and services requisitioned under the tender, are required at BPCL Mumbai Refinery, Mahul, Mumbai, India.	NOTE AND CONFIRM	

SPECIAL TERMS & CONDITIONS			
SNO	INSTRUCTIONS	VENDOR RESPONSE	RESPONSE
1.6	<p><b>DELIVERY SCHEDULE:</b> <u>Supply:</u> i) All the material shall be delivered as site within 12 weeks from the date of issue of letter of intent or purchase order whichever is earlier.</p> <p><b>Installation and commissioning:</b> Complete installation, testing and commissioning shall be completed within 4 weeks from the date of receipt of material at site for complete system and from the date of instruction from BPCL site incharge.</p>	NOTE AND CONFIRM	
1.7	<p><b>INSPECTION AND TESTING:</b> As per Specification and scope of work for Grid tied 40kWp solar power PV system.</p>	NOTE AND CONFIRM	
1.8	<p>BPCL reserves the right to decide the tender, based on the 'Sealed Price Bid' submitted by the Bidder with their offer OR by conducting 'Reverse Auction' (RA), with only the 'techno-commercially accepted Bidders' after evaluation of the Technical Bid. The Bidders should submit their best prices in the 'Sealed Priced bid', however it may be noted that in case BPCL opts for 'RA', the 'Sealed Price Bid' submitted by the Bidder shall not be opened. For conducting the RA, the 'Opening / Start bid price' and subsequent 'Decrement value' shall be specified by BPCL, based on BPCL's internal estimation process, prior to the RA. As a prerequisite, all Bidders shall have to confirm their compliance with the 'General Terms and Conditions governing RA' furnished at <b>Annexure 13</b>.</p>	NOT APPLICABLE	
1.9	<p>The vendor's scope of supply shall include, but not limited to all the activities of Manufacturing, factory testing, site acceptance, packaging, forwarding, transportation (freight), port handling custom clearance, inland transportation etc.(as per stipulation in commercial section), quality assurance and documentation to meet the requirements of the tender</p>	NOTE AND CONFIRM	
"1.10	<p><b>DOCUMENTATION:</b> The vendor shall furnish all relevant technical manuals, literature and other technical data as required by COMPANY after order and as final as-built documentation after system commissioning. The language used in all correspondence, documentation, literature, drawings, markings etc., shall be English.</p>	NOTE AND CONFIRM	

<b>SPECIAL TERMS &amp; CONDITIONS</b>			
<b>SNO</b>	<b>INSTRUCTIONS</b>	<b>VENDOR RESPONSE</b>	<b>RESPONSE</b>
1.1	<p><b>SHIPMENT, HANDLING, PACKAGING AND TRANSPORTATION:</b> The vendor shall be responsible for the handling and transportation of the supplied material at the sites as specified. Packing and Marking of the goods to be supplied shall be the responsibility of the vendor and shall be such as to protect the material from damages due to transportation. All the material shall be individually packed in suitable manner to avoid damage to the material during transit and storage in accordance with best commercial practices and requirements of application specifications. The materials for packaging, packing, shall be of recognized brands and shall conform to best standards in the areas in which the articles are packed. The packing shall protect the <b>material from</b> impact, vibration, static charge, rough handling, rain dust, damp, rodents etc.</p>	NOTE AND CONFIRM	
1.12	<b>PRE BID MEETING</b>		
	<p>Pre-Bid Meeting shall be held on 04.02.2014 at 11.30 AM at Admin Building, BPCL Mahul (Mumbai) Refinery, Mahul, Mumbai 400 074. Contact person for Pre-bid Meeting: Mr.L. Ravi–Senior Manager E &amp; C , BPCL. Phone022 2553 3221 email:ravil@bharatpetroleum.in.</p>	NOTE AND CONFIRM	

## **ANNEXURE-4**

# SPECIFICATION AND SCOPE OF WORK FOR GRID TIED 40kWp SOLAR POWER PV SYSTEM

## 1.0 Introduction:

BPCL proposes to install a grid connected 40 kWp solar power system ( fixed type ) for feeding part of its Mumbai Refinery administration building electrical loads. The plant shall be located on the roof top of administration building ( South block ) and power generated from the system 415 V AC  $\pm$  10 % shall be fed to the existing power grid at substation 8. The approximate area of the roof top space available is 4800 sqft. Vendor's scope of work shall include complete Engineering, design, supply, installation, testing commissioning and comprehensive maintenance for a period of 5 years beyond the guarantee period for the solar power system supplied by him . It shall be in the scope of vendor to generate , evacuate power and connect the same to refinery grid (grid voltage is 415 V AC.3PH + N ) in Transformer Station 8 .

Necessary MNRE approvals and statutory clearances required for claiming the subsidy and obtaining the subsidy and depositing in BPCL account shall be in the scope of vendor . It shall be the sole responsibility of bidder to get subsidy of 30 % from Ministry of New & Renewable Energy ( MNRE ) and deposit the same to BPCL . Payment terms shall be linked to obtaining subsidy from the Govt. No deviation shall be accepted with respect to above point of obtaining subsidy and depositing in BPCL account .

## 2.0 CODES AND STANDARDS:-

The system and equipment shall comply with relevant BIS and other Indian / International standards / MNRE guidelines and specifications as applicable. In case Indian standards are not available for any equipment, standard issued by IEC/ BS/VDE/IEEE/NEMA/NFPA or equivalent agency shall be applicable. In case of imported equipment, the origin of country standard shall be applicable if these standards are equivalent or more stringent than the applicable Indian standards. The equipment shall also conform to special requirement / provision of applicable statutory regulations currently in force in the country. The solar power system offered and components used shall conform to the latest edition of the following and also the other Indian and International Standards as applicable:-

### Reference standards

IS : 12834 : 1989 (reaffirmed 2000)	Solar Photovoltaic Energy Systems- Terminology
IEC : 61215 Ed 2 or Latest	Crystalline silicon terrestrial photovoltaic (PV) modules- Design qualification and type approval
IEC : 60904-I (2006)	Photovoltaic Devices-Part-I: Measurement of Photovoltaic current –Voltage Characteristic



IS : 9000	Basic environmental testing procedure for Electronic and electrical items
IS : 9000	Safety Guidelines for grid connected photovoltaic systems mounted on the buildings
IEC 60364-7-712 (1997)	Electrical Installations of Buildings Part 7: requirements for special installations or locations. Section, 712: Photovoltaic power supply systems
IEC 60364-4-41	Protection against electric shock
IEC 61730	PV Module Safety Qualification
IEC 61701	Resistance to Salt mist and corrosion
UL 1703	Comply with the National Electric Code (NEC), OSHA and National Fire Prevention Association.

In case of any contradiction between various referred standards / specifications/ statutory regulations, the order of priority shall be statutory regulations / this scope of work specification / company standard / codes and standards / technical clarifications / confirmations provided by vendor.

### 3. System description

3.1 Solar Photo Voltaic (SPV) system shall consist of mainly the following:-

1. Solar panels
2. Module mounting structure
3. Junction boxes
4. Earthing System
5. Lightning Arrestors
6. Power conditioning unit (PCU) / String Invertors
7. Import & Export metering
8. Cable and other accessories

The PV array converts the light energy of the sun to DC power. The module mounting structure shall be used to hold module in position. The DC power shall be converted to AC to supply the electrical loads connected like computers, lights, fans, Air conditioners etc. at admin building. Power from Solar panels shall be tied /integrated within the admin power supply source located at transformer station 8. DC distribution board shall be provided in between solar array and PCU. It shall have MCCB of suitable rating for connection and disconnection of array section. It shall have meters for measuring the array voltage and array current. AC distribution board shall be provided in between PCU and loads depending on load. It shall have common digital energy meter, digital volt meter and digital ammeter. No electrical storage batteries shall

be required as electricity generated by the solar panels will be fed to supply building loads directly.

### 3.2 SPV Module

- Individual Solar PV (photo voltaic) module should be of capacity not less than 160 Wp confirming to IEC: 61215 Ed 2 or latest-Edition II, IEC 61701, IEC: 61730-I:2007, IEC: 61730-II: 2007, UL 1703 certified, manufactured in India in a plant certified under ISO 9001: 2008 & ISO 14001 and also type tested by any one of the three accredited test laboratories under Ministry of New & Renewable Energy, Govt. of India. Solar PV module should be mono / polycrystalline solar cell of appropriate size and number so as to accommodate the minimum space of Rooftop area.

- SPV modules of similar output with not more than +/- 3% tolerance in single string shall be employed to avoid array mismatch losses.
- The solar cell shall have surface anti-reflective coating to help to absorb more light in all weather conditions.
- Photo/electrical conversion efficiency of SPV module shall not be less than 14%.
- Fill factor of the module shall not be less than 72%.
- Each module shall have low iron tempered glass front for strength & superior light transmission. It shall also have touch multi-layered polymer back sheet for environmental protection against moisture & provide high voltage electrical insulation. Transitivity of glass shall be not less than 91%.
  - Module junction box (weather proof) shall be designed for long life outdoor operation in harsh and corrosive refinery environment.
    - The bird spike shall be provided to avoid bird sitting on the solar modules at the highest point of the array/module structure.
    - The PV modules shall be suitable for continuous outdoor use.
    - The bidder shall provide the sample solar PV module electrical characteristics including current-voltage (I-V) performance curves and temperature coefficients of power, voltage and current. However, the tabulated document with all the relevant data like voltage, current, power output for all the modules also to be provided.
      - The PV modules shall be equipped with bypass diode to minimize power drop caused by shade.
      - SPV module shall be highly reliable, light weight and shall have a service life of more than 20 years. SPV modules shall have a limited power loss of not more than 10% of nominal output at the end of 10 years and of not more than 20% of nominal output at the end of 25 years. The rated output of any supplied module shall not vary more than 3-5% from the average power rating of all ratings. Each modules, therefore, has to be tested and rating displayed.
        - Whenever more than one module is required, identical modules shall be used.
        - The solar modules shall have suitable encapsulation & sealing arrangements to protect the silicon cells from complete moisture proofing (IP 65) for the entire life of solar modules.

- The terminal box on the module should have a provision for opening for replacing the cable, if required.
- The array structure shall be grounded properly using maintenance free earthing kit as per IS: 3043 – 1987, tested & certified by CPRI.

### **3.3 Module Mounting Structure:**

The array structure shall be so designed that it will occupy minimum space without scarifying the output from SPV panels.

The structure shall be designed to allow easy replacement of any module & the array structure should be fabricated out of hot dipped galvanized MS angles/ channel of suitable size. However the metallic portion exposed after cutting/ drilling may be treated with cold zinc paint to prevent rusting at those locations.

The foundation for module mounting structure shall be preferably RCC construction or any other combination based on the local site condition requirement for which design details shall be submitted.

The support structure design & foundation shall be designed to withstand wind speed upto 200 kmph.

The clearance of the lowest part of the module structure & the developed ground level shall not be less than 500 mm.

The module alignment & tilt angle shall be calculated to provide the maximum annual energy output. This shall be decided based on the location of array installation.

All fasteners shall be of stainless steel of grade SS 304.

The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS4759.

Design drawing with material selected shall be submitted for prior approval of BPCL.

### **3.4 JUNCTION BOXES :**

- The array junction boxes shall be dust, vermin & waterproof & made of FRP/ABS plastic. Each solar shall be provided with fuses of adequate rating to protect the solar arrays from accidental short circuit.
- MOVs shall be used at the terminals of array junction boxes for external overvoltage protection.
- The junction boxes shall have suitable cable entry points fitted with cable

glands of appropriate sizes for both incoming & outgoing cables.

- Suitable markings are provided on the bus bar for easy identification & cable ferrules shall be fitted at the cable termination points for identification.
- The array junction box should be preferably having maximum 08 inputs and 01 output with MOV and terminal block.
- Each main junction box shall be fitted with appropriate rating blocking diode. The junction boxes shall be of reputed make and should be as per IP 65 (for outdoor), IP 21 (for indoor) & as per IEC 62208.

The junction boxes shall have suitable arrangement for the Following:

1. Combine groups of modules into independent charging sub-arrays that shall be wired to the controller.
2. Provide arrangement for disconnection for each of the groups.
3. Provide a test point for each sub-group for quick fault location.
4. To provide group array isolation.
5. The rating of the JB's shall be suitable with adequate safety factor to inter connect the Solar PV array.

### 3.5 POWER CONDITIONING UNIT

The power conditioner unit/ string inverter / central inverter should be provided to convert DC power produced by SPV modules, in to AC power. The power conditioning unit/inverter should be grid interactive and also DG set interactive if necessary. Inverter output should be compatible with the grid frequency.

**3.6 GRID TIED SYSTEM :** The offered system shall be connected to and floating in parallel with the refinery grid which is 415V 3 phase + Neutral . Offering required precautions and systems for safe operation shall be in the scope of vendor . Typical technical features of the inverter shall be as follows:

Parameters

Sr. No.	Specification	40kWp
1	Nominal AC output voltage and frequency	415V,3 phase + neutral, 50 Hz
2	Accuracy of AC voltage control	1.00%
3	Output frequency	50 Hz

4	Accuracy of frequency control	0.10%
5	Grid Frequency Synchronization range	+ 3 Hz
6	Ambient temperature considered	40 deg C
7	Humidity	95 % Non condensing
8	Protection of Enclosure	IP-41(Min) for indoor. IP-65(Min) for outdoor.
9	Grid Frequency Tolerance range( THD)	3.00%
10	Grid Voltage tolerance	- 20% & + 15 %
11	No-load losses	Less than 1% of rated power
12	Inverter efficiency(min)	>95 %

### 3.7 Protection-

#### Earthing Protection:

- The array structure of the PV yard shall be grounded properly using adequate number of earthing kits. All metal casing / shielding of the plant shall be thoroughly grounded to ensure safety of the power plant.
- The Earthing for array and distribution system & Power plant equipment shall be made with CI pipe, 3 m long 100 mm diameter including accessories and providing masonry enclosures with cast iron cover plate having locking arrangement, water in pipe using charcoal or coke and salt as required as per provisions of IS:3043.

Necessary provision shall be made for bolted isolating joints of each Earthing pit for periodic checking of earth resistance.

- Each array structure of the SPV yard shall be grounded properly. The array structures and the lightning conductors are to be connected to earth through 25 mm X 5mm GI strip.
- The inverters and battery charger and all equipment inside the control room and battery room to be connected to earth through 25 mm X 5mm tinned copper strip including supplying of material and soldering. As earth bus is provided inside the control room with 25 mm X 5mm tinned copper strip.

In compliance to Rule 33 and 61 of Indian Electricity Rules, 1956 (as amended up to date), all non-current carrying metal parts shall be earthed with two separate and distinct earth continuity conductors to an efficient earth electrode.

## **Lightning Protection:**

The SPV Power Plant shall be provided with lightning & over voltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc.

Metal oxide varistors shall be provided inside the Array Junction Boxes. In addition suitable MOV's also shall be provided in the Inverter to protect the inverter from over voltage.

### **3.8 Cables and accessories**

All the cables shall be supplied conforming to IEC 60189 / IS 694 / IS 1554 or IS /IEC 69947 shall be of 650 V/1.1 kV grade and FRLS type , as per requirement. Only PVC copper cables shall be used. The size of the cables between array interconnections, array to junction boxes, junction box to PCU, PCU to ACDB etc shall be so selected to keep the voltage drop and losses to the minimum.

The bidder shall supply installation accessories, which are required to install and successfully commission the power plant.

### **3.9 Cables & Wiring**

All cables to be supplied should be as per IEC 60189 / IS 694 / IS 1554 or IS / IEC 69947 and should have proper current carrying capacity. The cable shall be PVC insulated PVC sheathed copper conductor.

1. All wiring in the control room shall be carried out with minimum 4 sq. mm. PVC insulated copper conductor in surface/recessed steel conduct in control room & solar hut. All wiring shall be done with an appropriate size Cu conductor as earth wire. All wirings whether it is indoors or outdoors are to be casing capping system.As and when required flexible pipe may be used.
2. All cables and wires used shall be of copper conductors of suitable cross-section with crossed linked polythene or polyvinyl insulated with polyvinyl sheath. Stranded and flexible cable shall be used. Non-stranded cable shall not be acceptable expect otherwise mentioned and permitted. Buried underground cables shall be armored. Unarmored buried underground cable shall be enclosed with suitable conduits. Unless, otherwise, specified, all other interconnecting cables shall be armored.
3. Conductor size of cables and wires shall be selected based on efficient design criteria such that the overall electrical energy loss in any section of cable or wire is shall be less than 2% under the designed operating conditions. Conductor size of less than 4 sq. mm shall not be accepted.
4. Cable/wire connections shall be soldered, crimp-on type or split bolt type.

5. All cables shall be adequately supported. Outside of the terminals/panels / enclosures shall be protected by conduits. Cables shall be provided with double compression brass glands wherever they enter junction boxes/panels/enclosures.
6. All cables shall be adequately supported. Outside of the terminals/panels/enclosures shall be protected by conduits. Cables shall be provided with dry type compression glands wherever they enter junction boxes/panels/enclosures.
7. All cables shall be suited marked or coded for easy identification. Cables and wires shall conform to the relevant standards suppliers to specify the specification. The wiring must be carried out in casing capping only

### **3.10 Distribution System-**

1. Single line diagram of the complete solar power system up to to grid connection shall be attached along with general point wiring diagram of sample room with the Technical details.
2. Details of cable used for the distribution and transmission purpose along with their current carrying capacity and make shall be enclosed.
3. System shall be supplied with an Energy meter from reputed company. , duly tested and calibrated .Testing certificate shall be submitted.
4. All interconnecting cables shall be in the scope of the vendor.

### **4.Scope of work :**

Scope of work includes Design , engineering , supply , installation and commissioning of the system and evacuating power ( 415 V ) to designated panel in Tr Stn -8 building . Necessary cabling along with cable required for the same shall be in the scope of vendor

### **5) Comprehensive Annual Maintenance Contract (AMC):-**

Vendor to submit offer for comprehensive annual maintenance contract for next **five** years after guarantee period is over for the complete system supplied under this contract in two parts . ( priced and unpriced )

Prices shall be firm for the offered period. Vendor shall make preventive maint visit to locations mentioned atleast once in a month and record the site observations and actions taken .During AMC if the problem reported to vendor, service engineer has to report to site within 12 hours or next day morning which ever is earlier. Vendor's offer shall be evaluated

PO for the AMC will be placed later on yearly basis. BPCL reserves the right to renew / cancel the AMC without assigning any reason to the vendor. Comprehensive AMC offer shall be considered for commercial evaluation on over all basis to arrive at succesfull bidder .

1. Two separate PO shall be placed one for complete supply item & another for erection, testing & commissioning of the complete system.
2. Vendor has to submit unpriced & price schedule as per the format given in next sheet.
3. The total job shall be treated and evaluated as one on turnkey basis.

#### **6) TRAINING:-**

Vendor shall provide free of cost comprehensive training to BPCL personnel on various operational and maintenance aspects of the solar power system supplied by him.

#### **7) DELIVERY SCHEDULE:-**

- i) 12 weeks for Supply of items from the date of LOI/ PO whichever is earlier.
- ii) Total 4 weeks for Installation, testing & commissioning after receipt of material at site for complete system and from the date of instruction from BPCL site incharge

#### **8) PAYMENT TERMS:-**

##### **FOR SUPPLY ITEMS:-**

- a) 80% after receipt of material at site.
- b) 20% after successful commissioning of the system and obtaining subsidy from MNRE.

##### **FOR INSTALLATION ITEMS:-**

- a) 100 % after installation. and successful site acceptance.

**The payment of 20 % against supply due after installation and 100 % towards installation shall be released only upon receipt of subsidy from MNRE which is in the scope of vendor**

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##### **FOR AMC:-**

Quarterly i.e. after completion of each quarter.

#### **9) WARRANTY:-**



The complete system shall be guaranteed by the manufacturer for quality of material supplied, workmanship and its trouble free operation including the components for **12 months** from the date of commissioning or **18 months** from the date of receipt at BPCL site.

**10. General conditions of the tender:**

- a) The offered equipment shall be brand new with state of art technology and proven field track record. No prototype equipment shall be offered.
- b) Vendor shall ensure availability of spare parts and maintenance support services for the offered equipment for at least 10 years from the date of supply.
- c) Vendor shall give a notice of at least one year of equipment before phasing out the product/spares to enable for placement of order for spares and services.
- d) Vendor shall submit Comprehensive maintenance contract offer for next 5 years after warranty period for solar plant only and its control system (with each year wise bifurcation) which will be evaluated during price bid. Separate purchase order shall be awarded for CMC after one year of commissioning the system.
- e) Warranty: The equipment shall be warranted for at least one 12 months from the date of commissioning or 18 months from the date of supply of system. Vendor shall visit quarterly during the warranty period for preventive maintenance of the Solar Power System. Vendor shall attend breakdown calls within 48 hrs of reporting and replace the faulty/damaged equipments at no extra cost to BPCL.

**11. Vendor PI Note :**

- 1. The Solar Power Generation System shall be designed for ambient temperature of 40°C. Vendor shall visit site before quoting for the job.
- 2. Solar PV Panels can be installed on the terrace of administration building and output power from the system shall be fed to substation 8. Cabling (including cable) from solar PV system to station 8 shall be in the scope of the vendor.
- 3. All the equipment shall be designed for continuous duty as per nameplate rating under the specified ambient conditions. All commissioning spares shall be in the scope of vendor.
- 4. Vendor shall visit the sites quarterly for preventive maintenance and carry out all the necessary checks/tests for smooth and satisfactory performance of the system during the warranty period.
- 5. Transportation/accommodation of service engineer for carrying out maintenance should be the responsibility of the vendor.

6.Subsidy From Government : Vendor shall be responsible to obtain sanction for the subsidy component of the total Solar project value as per JNNSM (Jawaharlal Nehru National Solar Mission) or as applicable under any central or state government rules. BPCL will provide all necessary documents and supports as may be required to the vendor to get the subsidy approval and disbursement of the same directly to BPCL. Any application fee, etc. will be paid by BPCL against receipt & submission of proof of documents. Vendor shall be responsible till the release of subsidy from MNRE to BPCL.

**7.Factory Acceptance Test:**

Vendor shall inform BPCL whenever Solar Power Generation System of 40 KWp, with charge controller, and all other equipments/ accessories, are ready for Factory Acceptance Test. FAT shall be witnessed by BPCL representative and vendor shall submit all the test certificates / calibration certificates for meters, etc. / test reports for all equipments after FAT. Depending on the success of FAT vendor can dispatch the system to the sites. Module shall be tested as per IEC 61215 & IEC 61730.

**8. Site Acceptance test:**

The complete system performance shall be demonstrated at site to BPCL engineer in charge .

9. Two separate PO shall be placed one for complete supply item & another for erection, testing & commissioning of the complete system.

10.Vendor has to submit unpriced & price schedule as per the format given in next sheet.

11.The total job shall be treated and evaluated as one on turnkey basis.

12. Vendor to visit site and see the conditions before quoting for the same.

**Unpriced and price schedule:**

S.N	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
10	Supply of 40 kWp solar PV system	1	Nos.		
20	Erection, testing and commissioning 40 kWp solar PV system as per specification	1	LS		
30	Comprehensive AMC for 5 years beyond the guarantee period for equipment supplied.  1 <sup>st</sup> year 2 <sup>nd</sup> year 3 <sup>rd</sup> year 4 <sup>th</sup> year 5 <sup>th</sup> year	1	LS		

**ANNEXURE-5**

**DEVIATION FORM (TECHNICAL)**

**Enquiry/CRFQ No. : 1000203457**

Name of vendor:

Schedule of Deviations in reference to BPCL SPECIFICATIONS

1. Vendor may give here a consolidated list of technical deviations for all sections of the SPECIFICATIONS, which for an appropriate offer is considered unavoidable by him.
2. Deviations mentioned elsewhere in the offer shall not be taken cognizance by the COMPANY and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
3. Vendor shall state the reasons for the deviations in the `Remark' column.
4. All other clauses of the SPECIFICATIONS (not mentioned in this form) shall be deemed to be fully complied by the vendor
5. Only the deviations listed herein, in conjunction with the SPECIFICATIONS, shall constitute the contract requirements for the award of job to the vendor.

<b>Sr. No.</b>	<b>Page No.</b>	<b>Clause No.</b>	<b>Requirement of the BPCL SPECIFICATIONS</b>	<b>Deviations to the SPECIFICATIONS</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

**vendor**

**Signature of the authorized signatory** :

**Name of the authorized signatory** :

**Stamp & Date** :

## ANNEXURE-6



BHARAT PETROLEUM CORPORATION LIMITED P&CS (Mumbai Refinery )			
Enquiry /CRFQ No. : 1000203457		M/s _____ (Bidder)	
Offer No. _____ (Bidder's Ref.)		Signature : _____	
Offer Dt : _____		Name : _____	
Tel/Mobile No. _____		Official Seal : _____	
COMMERCIAL CONDITIONS (INDIAN BIDDERS)			
SNO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
1.0	Indicate Despatch point	TO SPECIFY	
1.1	Confirm that the Prices shall be FIRM till complete execution of the order and shall not be subject to variation on any account.	TO NOTE AND CONFIRM	
<b>1.3</b>	<b>TAXES &amp; DUTIES</b>		
1.3.1	If excise duty(ED)/ Sales tax /Service Tax is presently not applicable, confirm whether the same will be borne by you in case it become leviable later. Also please give reasons for non application of ED / Sales tax	TO NOTE,CONFIRM & SPECIFY	
1.3.2	Wherever CENVAT can be availed by BPCL, Excise duty shall be reimbursed by BPCL after receipt of proper documents to avail CENVAT benefit.	TO NOTE AND CONFIRM	
1.3.3	Indicate the Tariff Number of the offered Item/s	TO SPECIFY	
1.3.4	Statutory variation in excise duty rate / Sales Tax /VAT/Service Tax rate during contractual delivery period shall be to BPCL account. Any increase in the rate of ED/sales tax/VAT/Service Tax beyond CDD shall be to vendor's account.	TO NOTE AND CONFIRM	
1.3.5	Prices quoted shall exclude transit insurance charges as the same shall be arranged by BPCL.	TO NOTE AND CONFIRM	
<b>1.4</b>	<b>TRANSPORTATION</b>		
1.4.1	The scope of the vendor includes transportation of all the supplied items to the respective sites.	TO NOTE AND CONFIRM	
<b>1.5</b>	<b>DELIVERY PERIOD</b>		
1.5.1	The receipt of the material at site shall be considered as Delivery date for calculation of Price reduction for delay.	TO NOTE AND CONFIRM	
<b>1.6</b>	<b>VALIDITY</b>		
1.6.1	Confirm quoted prices are valid for acceptance up to 90 days from the final due date / extended due date of RFQ/ date of reverse auction as applicable .	TO NOTE AND CONFIRM	

<b>COMMERCIAL CONDITIONS (INDIAN BIDDERS)</b>			
<b>SNO</b>	<b>INSTRUCTIONS</b>	<b>VENDOR'S ACTION</b>	<b>RESPONSE</b>
1.6.2	On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended without any deviation including change in price.	TO NOTE AND CONFIRM	
<b>1.7</b>	<b>PERFORMANCE BANK GUARANTEE</b>		
1.7.1	Confirm that you will furnish performance guarantee for 10% of order value by way of Bank Guarantee in the prescribed format from any Scheduled Indian Bank as per clause 14 of General Purchase Conditions (GPC) and as per format of PBG attached.	TO NOTE AND CONFIRM	
1.7.2	The PBG should be valid for a period of 24 months from the date of supply (Guarantee period of 18 months from the date of supply + 6 months claim lodging period) or 18 months from the date of commissioning (Guarantee period of 12 months from the date of commissioning + 6 months claim lodging period) whichever is earlier.	TO NOTE AND CONFIRM	
1.7.3	If vendor does not accept to furnish Performance Bank Guarantee, loading will be done upto 10% of their basic quoted amount for the commercial evaluation of the your offer.	TO NOTE AND CONFIRM	
<b>1.8</b>	<b>PART ORDER</b>		
1.8.1	The commercial evaluation shall be based on the sum of lowest of all the SOR ( Supply and services) items and contract shall be awarded to one single successful bidder.	TO NOTE AND CONFIRM	
<b>1.9</b>	<b>PRICE REDUCTION SCHEDULE</b>		
1.9.1	Acceptance to price reduction for delay in delivery beyond contractually agreed schedule 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 as per Clause No. 20 of BPCL's GPC.	TO NOTE AND CONFIRM	
1.9.2	In case this point is not accepted by the vendor, loading shall be done as per Clause 1.12.2	TO NOTE AND CONFIRM	
<b>1.10</b>	<b>PAYMENT TERMS</b>		
<b>1.10.1</b>	<b>For Supply</b>		
1.10.1.1	<b>Supply of Material:</b> - 80 % payment within 30 days after Delivery of Material at BPCL Warehouse and against submission of PBG of 10% -20% after completion of Installation of the system and obtaining subsidy from MNRE.	TO NOTE AND CONFIRM	
1.10.1.2	Please note that in the event of delay in delivery, payment shall be released after deduction of price reduction clause mentioned in 1.9.1 above.	TO NOTE AND CONFIRM	
<b>1.10.2</b>	<b>Installation and commissioning</b>		
1.10.2.1	<b>Installation &amp; Commissioning:</b> -100% payment on completion of installation and successful site acceptance test after confirmation of completion of job in all aspect duly signed by engineer/site-incharge. <b><u>The payment of 20% against supply due after installation and 100% towards installation and shall be released only upon receipt of subsidy from MNRE which is in the scope of vendor.</u></b> <b>FOR AMC: Quarterly i.e. after completion of each quarter.</b>	TO NOTE AND CONFIRM	
1.10.2.2	Bank charges shall be to respective Accounts	TO NOTE AND CONFIRM	

<b>COMMERCIAL CONDITIONS (INDIAN BIDDERS)</b>			
<b>SNO</b>	<b>INSTRUCTIONS</b>	<b>VENDOR'S ACTION</b>	<b>RESPONSE</b>
	EVALUATION CRITERIA	TO NOTE AND CONFIRM	

<b>COMMERCIAL CONDITIONS (INDIAN BIDDERS)</b>			
<b>SNO</b>	<b>INSTRUCTIONS</b>	<b>VENDOR'S ACTION</b>	<b>RESPONSE</b>
1.11	Bids shall be evaluated on the basis of landed cost including Supply, all duties, and taxes, TPI charges, loading on commercial deviations (if any) less Eligible credit of Cenvat for supplies and Service Tax for service portion.		
	<b>LOADING CRITERIA FOR COMMERCIAL DEVIATION</b>	TO NOTE AND CONFIRM	
1.12	<b>Loding on account of deviation</b>		
	<b>Deviation on Price Reduction for Delayed Deliveries (Considering GPC clause of 0.5% per week of delay- max 5% total order value) :</b>	TO NOTE AND CONFIRM	
1.12.2	In case the vendor does not accept the delayed delivery clause or take exceptions to the % rate mentioned in GPC, loading shall be done to the extent of maximum of 5% on the total order value or the differential % not agreed by the supplier	TO NOTE AND CONFIRM	
1.13	<b>GENERAL</b>	TO NOTE AND CONFIRM	
1.13.1	Indicate relationship with any of our Directors.	TO NOTE AND CONFIRM	
1.13.2	Please confirmed you have not been banned from any of the PSU's	TO NOTE AND CONFIRM	
1.13.3	You are requested to furnish the following information for e-payment:  a) Name of the vendor/contractor party b) Account No. of the party c) Bank & Branch Name where the above account is maintained d) Type of account (current/saving/cash credit A/c) e) Branch code of the above bank branch f) The 9 digit MICR code of the above branch (with is printed in the cheques issued by the Branch available with the A/c holder	TO NOTE AND CONFIRM	
1.13.4	If the items are covered under DGS&D rate contract, confirm that a copy of rate contract is enclosed with your offer.	TO SPECIFY	
1.14	<b>PRE BID MEETING</b>		
	Pre-Bid Meeting shall be held on 04.02.2014 at 11.30 AM at Admin Building, BPCL Mahul (Mumbai) Refinery, Mahul, Mumbai 400 074. Contact person for Pre-bid Meeting: Mr.L. Ravi-Senior Manager E & C , BPCL. Phone 022 2553 3221 email: ravil@bharatpetroleum.in.	TO NOTE	



# **ANNEXURE-7**

## **DEVIATION FORM (COMMERCIAL)**

**Enquiry /CRFQ No. : 1000203457**

Name of vendor:

Schedule of Deviations in reference to COMMERCIAL TERMS AND CONDITIONS

1. Vendor may give here a consolidated list of Commercial deviations for all sections of the tender document, which for an appropriate offer is considered unavoidable by him.
2. Deviations mentioned elsewhere in the offer shall not be taken cognizance by the COMPANY and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
3. Vendor shall state the reasons for the deviations in the `Remark' column.
4. All other clauses of the COMMERCIAL TERMS AND CONDITIONS (not mentioned in this form) shall be deemed to be fully complied by the PCMS vendor
5. Only the deviations listed herein, in conjunction with the COMMERCIAL TERMS AND CONDITIONS, shall constitute the contract requirements for the award of job to the vendor.

<b>Sr. No.</b>	<b>Page No.</b>	<b>Clause No.</b>	<b>Commercial terms and conditions</b>	<b>Deviations</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

**Vendor**

**Signature of the authorized signatory** :

**Name of the authorized signatory** :

**Stamp & Date** :

## ANNEXURE-8A



**BHARAT PETROLEUM CORPORATION LIMITED**

(Mumbai Refinery)

Enquiry /CRFQ No. : 1000203457	M/s _____ (Bidder)
Offer No. _____ (Bidder's Ref.)	Signature : _____
Offer Dt. : _____	Name : _____
Tel No/Mobile No. _____	Official Seal : _____

**FORMAT FOR PROVIDING FREIGHT TAXES, DUTIES ETC (INDIAN BIDDERS).**

Vendor shall provide % rates against each item in response column. If any of the conditions are not applicable vendor to specify Nil/NA

S No	Commercial conditions description	Vendor's Action	Vendor's response
<b>Applicable % Rates on SUPPLY of items .</b>			
		Vendor to specify	
1.1	P&F Charges (% on Ex works price)		
1.2	Excise Duty with Cess (%)		
1.3	VAT (%) OR MVAT		
1.4	CST extra with C Form (%) OR		
1.5	CST extra without C Form (%)		
1.6	Freight charges including service Tax (%)		
1.7	Octroi with Service charges (%)		
1.8	Third Party Inspection charges		
1.9	Any other charges/Taxes (%)		
<b>Applicable % Rates on SERVICES :</b>			
2.1	Service Tax (%)		
2.2	Any other charges/Taxes (%)		

# ANNEXURE-9



BHARAT PETROLEUM CORPORATION LIMITED

(Mumbai Refinery )

Enquiry /CRFQ No. : 1000203457	M/s _____ (Bidder)
Offer No. _____ (Bidder's Ref.)	Signature : _____
Offer Dt. : _____	Name : _____
Tel/Mobile No. _____	Official Seal : _____

## PRICED BID FORMAT (INDIAN BIDDERS)

VENDOR TO SUBMIT THIS FORMAT WITH UNPRICED BID MENTIONING "QUOTED" OR "NOT QUOTED" AS THE CASE MAY BE. NO PRICES SHALL BE MENTIONED IN THIS DOCUMENT

Sr.	Description of Item	Qty	Unit	Ex works Price per Unit
1.0	Currency: Indian Rupees			(Figures and in words)
A	<b>SUPPLY PORTION</b>			
10	Supply of 40 kWp solar PV system	1	Nos.	
B	<b>SERVICE PORTION</b>			
20	Erection, testing and commissioning 40 kWp solar PV system as per specification	1	LS	
C	Comprehensive AMC for 5 years beyond the guarantee period for equipment supplied.	1	LS	
30	1 <sup>st</sup> year	1	LS	
40	2 <sup>nd</sup> year	2	LS	
50	3 <sup>rd</sup> year	3	LS	
60	4 <sup>th</sup> year	4	LS	
70	5 <sup>th</sup> year	5	LS	

## **Bharat Petroleum Corporation Limited**

### **General Purchase Conditions**

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

#### **INDEX**

1. DEFINITIONS
2. REFERENCE FOR DOCUMENTATION
3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
4. LANGUAGE OF BID
5. PRICE
6. TAXES AND DUTIES
7. INSPECTION
8. SHIPPING
9. INDIAN AGENT COMMISSION
10. ORDER AWARD / EVALUATION CRITERIA
11. CONFIRMATION OF ORDER
12. PAYMENT TERMS
13. GUARANTEE/WARRANTY
14. PERFORMANCE BANK GUARANTEE
15. PACKING & MARKING
16. DELIVERY
17. UNLOADING AND STACKING
18. TRANSIT INSURANCE
19. VALIDITY OF OFFER
20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE
21. RISK PURCHASE CLAUSE
22. FORCE MAJEURE CLAUSE
23. ARBITRATION CLAUSE
24. INTEGRITY PACT (IP)
25. RECOVERY OF SUMS DUE
26. CONFIDENTIALITY OF TECHNICAL INFORMATION
27. PATENTS & ROYALTIES
28. LIABILITY CLAUSE
29. COMPLIANCE OF REGULATIONS
30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT
31. NON-WAIVER
32. NEW & UNUSED MATERIAL
33. PURCHASE PREFERENCE CLAUSE
34. CANCELLATION
35. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION
36. ASSIGNMENT
37. GOVERNING LAW
38. AMENDMENT
39. SPECIAL PURCHASE CONDITIONS
40. NOTICES

## **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:

- a) Purchase Order Number
- b) Vendor Name
- c) Batch no with Manufacturing date
- d) Procedure (in brief) for handling
- e) Date of dispatch etc.

## **15.3 Imported items :**

On three sides of the packages, the following marks shall appear, clearly visible, with indelible paint and on Vendor's care and expenses.

BHARAT PETROLEUM CORPORATION LIMITED  
(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corpn.Ltd.

(With detailed address as given in Special Purchase Conditions)

Order no.                      Rev. no.  
Item :  
Equipment Nomenclature :  
Net weight :                      Kgs.  
Gross weight :                      Kgs.  
Case No.                      of              Total cases :  
Dimensions :  
Import Licence No.

**NOTE :**

Marking shall be bold - minimum letter height 5 cm. For every order and every shipment, packages must be marked with serial progressive numbering.

Top heavy containers shall be so marked either Top Heavy or Heavy Ends.

When packing material is clean and light coloured, a dark black stencil paint shall be acceptable. However, where packaging material is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before applying the specific markings.

In case of large equipments like vessels, heat exchangers, etc. the envelope containing the documents shall be fastened inside a shell connection, with an identifying arrow sign "documents" using indelible paint.

**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

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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 or dissolution 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 or 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:

## **INTEGRITY PACT**

### **Between**

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

### **And**

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

### **Preamble**

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

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

### **Section 1 - Commitments of the Principal**

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

### **Section 2 - Commitments of the Bidder / Contractor/Supplier**

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

obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

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

#### **Section 5 - Previous Transgression**

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

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

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

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

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

#### **Section 8 - Independent External Monitors**

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional

access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

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

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

**Section 10 - Other provisions**

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

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For the Principal  
Bidder/Contractor/

For the

Supplier

Place .....

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

Date .....

Witness 2 : .....  
(Signature/Name/Address)