CONCEPTUALIZATION, DESIGNING, FABRICATION AND MANAGING BPCL STALL AT **VIBRANT GUJARAT GLOBAL TRADE SHOW 2015** 7th - 13th, Jan 2015, THE EXHIBITION CENTRE, NEAR MAHATMA MANDIR **GANDHINAGAR, GUJARAT**

Request for Quotation Document Ref. No.: BPCL/Brand/Exhibitions/VB/2014



CRFQ: 1000223347

Chief Manager (PR & Brand) Bharat Petroleum Corporation Limited 3 rd Floor, Bharat Bhavan I, Currimbhoy Road, Ballard Estate, Mumbai 400 001 Phone: 022-22713343 / 22713863

Bid Closing on: 3.30 PM, 16th Dec. 2014

INVITATION TO BID

Vibrant Gujarat Summit & Trade Show, a biennial event, organized by Government of Gujarat since 2003, has today become an ideal platform for knowledge sharing, strategic partnerships, investment flows and business networking. It has emerged as one of the premier international events having participation from International and National Companies, Business Leaders, Academics, Technocrats, Administrators and Policy Makers from across the globe.

The Vibrant Gujarat Global Trade Show 2014 is scheduled to be held in Gandhinagar, Gujarat from 7th to 13th Jan., 2015.

BPCL intends to be a part of this exhibition.

In this regard, a space of 150 sq mt has been booked and earmarked as Stall No 8 in Hall No 9 at The Exhibition Centre, Near Mahatma Mandir, Gandhinagar, Gujarat, India.

We invite you to provide your proposal for conceptualizing & designing the stall and events, erecting, manning the stall and managing the events.

The project would involve creative, operational and administrative aspect of the event under one turnkey offer for an accepted theme.

The offer is invited in a 2 part bid process (Technical Bid and Price Bid) for award of the above work.

The Proposal will require to be submitted in two parts, viz. Part 1: Technical Bid and Part 2: Price Bid. The 'Technical' and 'Price' bids must be submitted in two separate sections of the E-Tender

Part 1, i.e. the **Technical Bid** include interalia, the following and have to be uploaded on the E tendering site:

The technical bid should contain the following

Technical bid would comprise of the following and have to be uploaded on the E tendering site in PDF formats or checked online at appropriate boxes:

- A. Your cover note (PDF/scanned copy) of acceptance to deliver this job
- B. PDF/Scanned copy of complete technical details of the stall design, other services, layout plan, visitor engagement activities (each page duly signed by the authorized representative).
- C. Online acceptance of Tender document including terms and conditions, Exhibitor's Manual (Annexure II) and the Exhibition Layout-Plan (Annexure III).
- D. EMD in the form of a Demand Draft payable to Bharat Petroleum. (Copy of EMD has to be uploaded on the E Tender site.)
- E. Online acceptance of general terms and conditions and other contractual stipulations as specified in GCC.

PLEASE NOTE

- 1. The submission entitled 'Technical Bid' shall **not** contain any cost / financial details.
- 2. Physical copies of documents mentioned in points A, B above duly signed by the authorized signatory have to be submitted at the time of Technical Presentation.

Price Bid

Lump-sum price must be quoted in the E-Proc site. The constituents of the Price Bid are as given in the Annexure I of Tender Document. Rates should be quoted both in figures and words.

Part 2, i.e. the **Price Bid** shall detail LUMPSUM as per the requirement in the <u>Annexure I</u> of this RFQ.

The Price Bid of only those parties who have qualified after evaluation of Technical Bid / Technical presentation shall be opened.

The bids have to be submitted within the stipulated time as mentioned in the covering letter of the RFQ. The entire process has to be completed on https://bpcl.eproc.in

For any clarification please write in to: The Chief Manager, (PR & Brand), Bharat Petroleum Corporation Ltd., Bharat Bhavan 1, 3rd Floor, Currimbhoy Road, Ballard Estate, Mumbai – 400 001. Email query to: ahluwaliaa@bharatpetroleum.in

1.0 BPCL- A CORPORATE PROFILE

Bharat Petroleum Corporation Limited (BPCL) came into existence in January, 1976 when Burmah-Shell Marketing and Refining Companies were taken over by the Government of India. Featuring in the Fortune 500 & Forbes 2000 listings, Bharat Petroleum is often referred to as an "MNC in PSU garb". In pursuit of qualitative excellence, BPCL employs the "Best in Class" practices for maximization of customer satisfaction.

A Fortune 500 Company with Navratna Status, BPCL is one of the premier integrated refining and marketing companies in India and is the second largest in the marketing of petroleum products with a market share of 23.14% amongst all the oil companies in India with Market Sales of 34,030 TMT. The company's refineries at Mumbai and Kochi had a throughput of 13.01 MMTPA and 10.10 MMTPA respectively. BPCL has a robust distribution and marketing network spread across the country comprising of 12,531 Retail Outlets, 3,367 LPG distributorships, 50 LPG Bottling Plants with a rated capacity of 3605 TMTPA and 36 Aviation Service Stations.

During the year 2013-14, BPCL had a Gross Turnover of Rs. 270910 crores. Net Profit after Tax amounted to Rs. 5,948.98 crores and Profit after Tax amounted to Rs. 4,060.88 crores.

The earnings per share amounted to Rs 56.16 in 2013-14 as compared to Rs 36.55 in 2012-13.

BPCL has made important investments in the marketing of Gas and has forged JVs to have City Gas Distribution in four centres viz Delhi, Gujrat, Kanpur & Pune. A separate Gas SBU has been formed to handle the marketing of Natural Gas.

BPCL has training capabilities of international standard in SAP implementation and is one of the few Indian companies to be nominated on the SAP World Governing Council.

BPCL is poised to enhance Refining capacity at Kochi and Bina . The Company's marketing initiatives will be focused on tier two / three towns and rural areas where major growth is envisaged in the future.

The Company has plans to diversify in to Petrochemicals with a major project being initiated at Kochi.

LEVERAGING TECHNOLOGY FOR BUSINESS EXCELLENCE

BPCL has been in the fore front in leveraging technology to carry out process improvements and offers customer centric valued added products and services. Some of the key differentiating initiatives that have taken BPCL to the leadership position in the petroleum retailing in the country are:

Retail Business:

Pure for Sure, assuring the motoring public of correct quantity, correct quality of fuel and efficient service at Retail Outlets. Approx 70 % of the total volumes sold in the BPCL network is through PFS certified outlets. This initiative is now being taken to the next level of customer service with Pure for Sure Platinum which BPCL has launched covering select dealers, offering a fully computerized environment at the Outlets. These outlets are monitored through CCTV and other processes from a specially dedicated centre in Mumbai.

BPCL has 4400 outlets which have been fully automated. The company has put in place a customised solution called BRASS (BHARAT PETROLEUM RETAIL OUTLET AUTOMATION SYSTEM & SOLUTION) to facilitate and monitor bulk receipt, stock management, forecourt sales and overall MIS, thus helping the dealer and the Company to manage the seamless chain of operations effectively. Of this, 3200 outlets have been made as NANO compliant, whereby these outlets comply with the norm NO AUTOMATION NO OPERATION. As a Proof Of Service and to ensure transparency in transactions at the forecourt to the customer, BPCL has leveraged technology by intimating customer thru SMS on details like name, rate, date, time, quantity and amount of the product including name of the outlet where the customer has fuelled his/her vehicle. BPCL is the only OMC which has this functionality in the automation system touching more than 2.5 lakhs customers thru SMS per month.

BPCL has also undertaken an exhaustive pilot study of Green Lighting technology viz. LED (Light Emitting Diode) and Induction which has the potential for reducing the energy cost significantly. BPCL pioneered the launch of environmental friendly premium fuels viz. Speed, Hi Speed Diesel and Speed 97 that are compatible with the advancement in the automobile technology.

Petro Bonus & Smartfleet - India's first loyalty programmes for the motorist, equipped with smart card technology, providing convenience in payment along with an inbuilt rewards program that rewards the customer every time he fuels. Gaining long term customer loyalty remains a strong strategic focus for the business. 'PetroBonus' and 'SmartFleet' programs are part of the process of identifying and 'fortifying' the 'profitable customers' and rewarding them for their patronage. 'PetroBonus' addresses the requirement of the individual vehicle owner segment whereas 'SmartFleet' addresses varied B2B sectors like Fleet owners, Telecom customers and big Corporates. The programmes have been running successfully for over a decade. Today, the programmes clock around one lakh transactions every day at BPCL outlets spread across the country. The pioneering loyalty programmes of the company recorded an all time high turnover of over Rs.18,000 crores during the year.

LPG:

Direct Benefit Transfer: A number of web based initiatives on the "e-bharatgas" site have been introduced to bring great transparency and better accountability towards customers. A 'Transparency Portal' was launched on the site, where in the number of refills supplied to customers in a given period and mount of subsidy availed can be viewed by the public. Customers can also view refill delivery pattern of a distributor and can rate their distributor and also book refills and lodge complaints. Refill booking facility by SMS and IVRS has been extended to major towns and cities. Technology has enabled BPCL to implement Government's ambitious plan for Direct Transfer of subsidy to the consumers' bank account. The system when fully operational will lead to Direct Benefit Transfer to the customers bank account.

Bharat Metal Cutting Gas (BMCG) is an eco friendly and efficient product for metal cutting applications. The product is now being sold overseas in Oman, Saudi Arabia, UAE and SriLanka.

LUBRICANTS:

MAK brand of high performance lubricants, have offerings for wide range of new generation automobiles as well as Industrial applications.

Research and Development forms the backbone for the Lubes Business, to achieve higher growth and better profitability through development of several new formulations and alternate formulations for the existing Lube and Grease products. R&D Centre has developed several new and alternate formulations which included high performance engine oils for cars , marine engines, bio-gas applications , industrial applications and for road laying machinery / equipment , synthetic and other oils for passenger cars, semi synthetic 4T Nxt engine oil, environmental friendly cutting oil to name a few

CORPORATE R & D

The R & D centres of BPCL are actively involved in supporting the businesses through constant advanced technical support and novel product/ process technology development in niche areas leading to new business development. Research & Development capabilities at the Corporate R&D centre at Greater Noida in Uttar Pradesh, Product & Application centre Sewree, Mumbai, and R&D centers at Mumbai and Kochi Refinery are being leveraged towards business growth of the Company and achieving the long terms objectives of the business.

Corporate R&D is actively pursuing applied research in the areas such as crude oil evaluation, catalyst and additive evaluation, CO & NOX reduction catalyst additive, Processing vegetable oil in the Refinery Hydrotreater, new bituminous product development, catalyst and fuel additive development biotechnology eco-friendly lubricants development, simulation modeling and conversion of carbon dioxide to useful products. BPCL commercialized a number of patented products/processes developed in-house and has filed several patents in India and abroad to protect the IPR generated through their research activities.

REFINING

The BPCL group's 4 refineries in Mumbai, Kochi, Bina and Numaligarh are equipped with state-of-art technology to refine a wide variety of crude oils with a total refining capacity in excess of 30 MMTPA. Several technology adaptations have been implemented to carry out process improvements, enhanced production of eco friendly products, energy conservation, environment protection and implement enhanced safety standards to name a few.

INTEGRATED INFORMATION SYSTEMS

Being first company amongst the oil marketing companies to implement ERP system (SAP R/3), BPCL has successfully undertaken implementation of process improvements and new information technology initiatives. The B2B integration Oil Exchange with public sector oil marketing companies has been extended to private players like Essar Oil Ltd. The IT network infrastructure has been upgraded with latest technology solutions for bandwidth management.

RESPONSIBILITY TOWARDS ENVIRONMENT

BPCL has taken steps to develop non conventional / renewable resources of energy and has undertaken various initiatives in tapping non-conventional energy sources like bio-diesel, wind energy, solar energy and fuel cells in order to develop such alternate sources of energy. BPCL has been exploring the possibility of promoting green fuels with a view to protecting the environment by reducing pollution and dependence on imported fuels.

CARING FOR OUR SOCIETY

BPCL operates on a larger canvas supporting the needs of the nation at large. It contributes significantly towards social activities across the country.

Over the years BPCL has undertaken various initiatives to promote development of the socioeconomically backward sections of the society in the area of education, water conservation, women empowerment, generating livelihood opportunities, health, environment, etc

BPCL has been able to reach to more than 2.5 lakh students across country through various education initiatives like Computer Assisted Learning project, Digital Literacy & Life Skills project, Science education project, Civics education project, Read India project, Library for schools, Project for Higher Secondary dropouts, etc in collaboration with reputed NGOs

BPCL is also giving skill based education by arranging vocational training for unemployed youth. So far 1000 youngsters have taken the benefit of BPCL initiative. We have also were successful in empowering women by creating self employing opportunities for 1000 women across India.

BPCL is spearheading the "Project Boond" in India which is a water conservation project in which we harvest rain water to increase surface water level. This project helps in having water for drinking and agriculture in villages. So far the Company has been able to convert 90 villages from 'water scarce' to "water positive' and work is going on in 25 additional villages. Using the concept of 'Shramdaan', the project was a great success in states like Tamil Nadu, Rajasthan, Andhra Pradesh, Karnataka and Uttar Pradesh.

You are welcome to visit our website www.bharatpetroleum.in for more details.

TERMS OF REFERENCE

2. AGENCY BRIEF FOR DESIGNING STALL AT "VGGTS - 2015"

Vibrant Gujarat Summit & Trade Show (VGGTS), a biennial event, organized by Government of Gujarat since 2003 onwards, has today become an ideal platform for knowledge sharing, strategic partnerships, investment flows and business networking. It has emerged as one of the premier international events having participation from International and National Companies, Business Leaders, Academics, Technocrats, Administrators, Policy Makers etc from across the globe.

The Vibrant Gujarat Global Trade Show 2015 is scheduled to be held in Gandhinagar, Gujarat from 7th to 13th Jan., 2015

The theme for this year is "EMPOWERING INDIA"

2.1 BUSINESS ISSUE

The oil and gas sector plays a very important role in the economic and political scenario of the globe. The limited oil and gas reserve along with increasing energy requirement across the globe has led to spiraling of price resulting in supply related concerns for countries around the world.

The high economic growth in the past few years and increasing industrialization coupled with a burgeoning population have created a lot of concern for India's energy scenario. The fact that India has not made any major breakthroughs in the field of renewable sources of energy, oil and natural gas would continue to hold a place of key importance in India's economy.

2.2 TASK AT HAND AND KEY DELIVERABLES

The task at hand would be to position Bharat Petroleum as a company contributing to the theme "EMPOWERING INDIA". It should highlight BPCL's corporate as well as specific initiatives around this theme.

The core purpose of BPCL has been – Energizing Lives which clearly reflects the multiple roles that are played by BPCL in energizing multiple facets of Indian economy through the entire energy basket. The concept should also weave in BPCL's core values and its key deliverables as an Innovative, Caring and Reliable company.

The theme for our stall at VGGTS 2015 would be broadly: BPCL – 'EMPOWERING INDIA BY ENERGISING LIVES".

This theme needs to be articulated in a short and creative manner to communicate the theme comprehensively.

The concept should incorporate the initiatives described in the profile, enmeshed into a story and be presented in an integrated manner. We recommend that the achievements of BPCL as an Oil and Gas company present in the entire energy space, use of technology and other initiatives be assigned a weightage of 80 % where as its advances in the field of human energy

through CSR, training and development , etc be given a weightage of 20 % while depicting the theme .

Large emphasis should be laid on designing creative to address the theme. While panels are one of the key mediums to communicate the strength of the company, the opportunity to draw customer's attention towards the key global issues could be met with the assistance of games, spot quiz, display models and events that would attract and hold their attention.

Our objective of inviting the event management companies for the pitch is to use the professionalism component to address such gathering and manage the show completely till the end of the conference.

2.3 SCOPE OF WORK

The structures for the pavilion will take into consideration few of the basic needs of providing reception counter(s), a discussion chamber and a chest of shelves for storing few important official requirements. The design as approved will also incorporate the provision of a projection system to display both BPCL's corporate AV's and AD films. The responsibility of the display will lie with the agency. The stall design should incorporate an attractive prop in keeping with the theme, for photo opportunity for the visitors.

The chosen agency will be required to provide display panels covering the BPCL Operations, achievements and initiatives in the pavilion.

The business units to be covered are Corporate, Refinery Business Unit, Retail BU, LPG BU, I & C BU, Lube BU - Lubricants Packs, Aviation BU, Gas BU, Exploration, International trade, etc.

In case the final creative work is found to be unsatisfactory or of a lesser desired standard, BPCL reserves the right to get it re-worked at the cost of the event management company at no additional cost to BPCL.

However the theme around them should be woven around the theme of the exhibition. The minimum number of panels expected to be put up will be around 30 and the creative design on them will be first approved by BPCL.

The agency will also be responsible to build interest round the stall by their prowess to conduct events and ensure that the stall is abuzz with activities spread throughout the day. It is also required to position a MC to manage them. Giveaways for these promos or events will be the responsibility of the agency and should be included in the price bid. They giveaway's would however need an in-principle approval from BPCL prior to their purchase. The giveaways required for events will be around 100 numbers per day costing up to Rs. 300 /- each. This apart other complimentary gifts numbering 100 per day costing approx Rs 50 per piece, for all days should also be made available.

The agency shall provide at least three elegantly dressed and courteous hostesses (in designer uniforms – to be approved by BPCL) for all days. This would call for their arrival prior to the start of the activities early in the day, changing into the uniform and begin the day's activities.

Hostesses would be required to stay throughout the day and address enquiries promptly and if necessary, interact with the BPCL staff manning the stall.

The overall design of the pavilion will take into consideration the need for the company to interact with important dignitaries and guests, who will visit the stall. Regardless of their stature, Tea/ Coffee should be served to them. We expect 150 cups of tea/ day on account. This apart, short snack may also be required to be provided to important dignitaries on their visit to the stall. (Provision may be made for the same and included in the price bid).

The agency would be responsible to take stock of the materials available on the site at the end of the day and will ensure to provide security at the site to ensure protection against theft in the night.

As mentioned in the 'VGGTS 2015 Exhibitor Manual' (Refer Annexure II enclosed), the contractor will take over the site from the organizers on the mentioned date and arrange to construct the pavilion as per approved design, and adhere to the other rules specified there.

VGGTS 2015 Exhibitors Manual (Annexure II) and VGGTS 2015 Floor Plan (Annexure III) are enclosed here with.

2.4 IMPORTANT DATES

The bidder/agency has to conceptualize, design, fabricate, erect, maintain and manage the BPCL stall and provide event management services for VGGTS 2015 from 7.01.2015 to 13.01.2015, in all respects.

The agency will have to complete all jobs within the timelines as given in the VGGTS Exhibitors Manual (Annexure II).

2.5 SPACE FOR BPCL STALL

The site measuring 150 sq. Mtrs. (2 side open bare space) marked as stall 8 in the VGGTS 2015 layout plan (Annexure III) is located at Hall No 9 of The Exhibition Centre, Nr Mahatma Mandir, Gandhinagar, Gujarat, India. Bidder is advised to visit the site and familiarize oneself of the existing facilities & environment and shall collect all other information, which may be required for preparing and submitting the bid and entering into the contract. Claims & objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

Since the space is limited, an enclosed space has to be created (within this area) for holding meetings with visitors/officials, dining space etc. which can be kept locked when not required.

2.6 DESIGN PHILOSOPHY

The design of the stall should be in conformity to the VGGTS guidelines and should be such that it provides for free movement within the stall

The agency should be flexible to carry out some changes in the design or during erection, if needed, post approval from BPCL, without any financial implication to BPCL.

BPCL logo is to be prominently made visible and attractive.

Photographs, murals, slides, scientific data etc will need to be suitably displayed.

2.7 MATERIAL FOR DESIGN AND OTHER ACCESSORIES

Approach to design may include amongst other options, wood and steel work, glass panels, diorama, fascia including effect, landscaping, vinyl prints, color translates, display boards, murals, plants etc.

One main lounge area to be planned and additional / meeting space for conferencing can be provided depending on your design and creative idea.

A minimum of two LED screens (min. 60 inch size) along with DVD, computer, sound system etc. are to be provided.

TWO internet enabled Laptops

Sofa sets, high stools, tables, podiums, end-to-end carpets etc are to be provided matching with the theme.

Plants and flower decorations are to be provided.

Public address system with cordless mike.

Artistic, efficient and proper lighting arrangements throughout the stall to be provided.

The materials used in the stall should be carbon neutral and energy efficient to the maximum extent possible and also comply with the requirements as mentioned in VGGTS 2015 gudlines.

The stall design should not incorporate provision for mezzanine floor.

2.8 MANNING OF STALL

Contractor will provide three (3) elegantly dressed and courteous hostesses (in designer uniforms – to be approved by BPCL) for all days. Hostess should be in formal dress, having pleasing personality and well conversant in English, Hindi and Gujarati along with one able and active male attendant for miscellaneous jobs are to be available during the entire period of the exhibition. They should have the ability to lead the activities in the stall like quiz , games etc. These staff will work as per the directions of the BPCL personnel at the stall.

Security and housekeeping personnel will have to be provided in adequate numbers.

Agency has to arrange services of professional photographer for still photography to cover the entire event. Agency has to provide photos in an album (size 5" x 7"), minimum 100 nos. to BPCL along with soft copies in DVD/CD properly indexed.

Agency also has to provide a Videographer on 7th and 11th Jan 2015. Footage of the launch and activities at the stall have to be recorded and provided in MPEG format subsequently.

The photographer should be available at the BPCL stall at all times during the event.

2.9 MISCELLANEOUS REQUIREMENTS

- I. Provision of bottled drinking water and a coffee and tea vending machine (along with all required raw material) throughout the event.
- II. Packaged snacks like cakes, cookies, sandwiches etc. (to be served only upon directions of BPCL personnel in limited numbers).
- III. Racks or other arrangement for display of literature.
- IV. Fire extinguishers in adequate numbers.
- V. Floral bouquets for important dignitaries (10 per day for all days).
- VI. The stall must be maintained clean, impeccable and presentable at all times with Housekeeping services available round-the-clock.
- VII. Visitor's book must be provided for, to record the suggestions and feedback of visitors visiting the stall. This has to be submitted to BPCL at the end of the show.

2.10 ADHERENCE TO VGGTS 2015 GUIDELINES/ INSTRUCTIONS

The contractor will be required to be well conversant with the hall dimensions, guidelines/rules/instructions covered in VGGTS 2015 Exhibitor Manual and ensure full adherence to the same and other statutory requirements, if any while designing , erecting, maintaining the stall, during the period of construction / exhibition

TERMS AND CONDITIONS.

3.0 SECTION - I

3.1 DEFINITION OF TERMS

In the contract documents as herein defined where the context so admits, the following words and expressions will have following meanings:

- 3.1.1 "The Owner/Company/BPCL" means the Bharat Petroleum Corporation Limited, incorporated in India having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai 400 001 or their successors or assigns
- 3.1.2 "The Contractor" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal representative, his successor and permitted assigns.
- 3.1.3 The "Officer -in-Charge" shall mean the person designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on his behalf for operation of this contract.
- 3.1.4 The "Work" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for purpose of the contract.
- 3.1.5 The "Permanent Work" means and includes works which will be incorporated in and form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.
- 3.1.6 The "Construction Equipment" means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.
- 3.1.7 The "Site" means the areas on which the permanent works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.
- 3.1.8 The "Contract Document" means collectively the Tender Document, Designs. Drawings or Specifications, agreed variations, if any, and such other document constituting the tender and acceptance thereof.
- 3.1.9 The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- 3.1.10 The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.

CRFQ: 1000223347 BPCL/Brand/Exhibitions/VB/2014

14

3.1.11 The "Specification" shall mean the various technical specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda, of relevant Indian Standard Specification, specifications of the other country published before entering into Contract.

3.1.12 The "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the officer -in-Charge and such other drawings as may, from time to time, furnished or approved by the officer -in-Charge.

3.1.13 The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.

SECTION II

GENERAL INSTRUCTION FOR THE TENDERER

4.0 SUBMISSION OF TENDER:

4.1 This is 2 part bid (Technical bid and Price Bid) and should be submitted only on the BPCL E proc site in the manner and the form prescribed in the Request For Quotation (RFQ). Please visit https://bpcl.eproc.in for details

4.2 Addenda/Corrigenda to this tender document if issued must be signed and submitted along with the tender document. The tenderer should consider the Addenda/Corrigenda and should price the work based on revised quantities when amendments for quantities are issued in addenda.

5.0 PRE-BID MEETING

In order to avoid clarification/confirmation after opening of bids, a **Pre-bid conference shall be held on 12**th **Dec., 2014 at 3 PM at our office**, so as to provide an opportunity to the participating bidders to interact with BPCL and seek clarifications with regard to various tender provisions/tender specifications, before the bids are submitted.

The vendors can contact the following persons for any clarification regarding the tender document before submitting the final tender document.

Shri Anil Ahluwalia,

Chief Manager (PR & Brand)
Phone : 22713341

Email: ahluwaliaa@bharatpetroleum.in

SECTION III

GENERAL TERMS AND CONDITIONS

6.0 EARNEST MONEY DEPOSIT:

The tenderer must submit/ deposit earnest money of Rs. 1 lakh, failing which the tender is liable to be rejected. The earnest money should be deposited in the form of Demand Draft in favor of Bharat Petroleum Corporation Limited payable at Mumbai drawn on any Nationalized bank / Scheduled Commercial Bank. The DD should be submitted under the cover of a note latest by 2 pm on 15th Dec. 2014 to the address given on main page.

NOTE: No interest shall be paid by BPCL on the earnest money deposit by the tenderer. The earnest money of the unsuccessful tenderer will be refunded within 30 days of finalization of award of tender.

7.0 SECURITY DEPOSIT:

Unless otherwise specified in the special conditions of contract, in the case of contractors not registered with BPCL, the earnest money deposit (EMD), of the contractor whose tender may be accepted, will be converted to security deposit for due performance of the contract. The security deposit will be retained till the successful completion of the work.

If the contractor/ sub-contractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the officer -in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the officer-in-Charge shall be final). These expenses can be recovered from the security deposit/retention money if recovery from other sources is not possible

8.0 VALIDITY

Tender submitted by tenderer shall remain valid for acceptance for a period of three months from the date of opening of the tender (Technical Bid in the case of two bid) or award of job whichever is earlier. They shall not be entitled during the said period of three months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPCL as deemed fit. Further in the case of contractors who are not registered with BPCL, the earnest money deposited by him will be forfeited. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

9.0 ADDENDA / CORRIGENDA

Addenda / Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to effect modification in the design or tender terms. All addenda / corrigenda issued shall become part of tender Document. Addenda / Corrigenda will be published on E Proc site and BPCL website www.bharatpetroleum.in only.

10.0 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER

- 10.1 The right to accept the tender will rest with the Owner. The Owner, however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 10.2 Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.
- 10.3 Canvassing in connection with tender is strictly prohibited and tenders submitted by the tenderer who resort to canvassing will be liable for rejection.
- 10.4 Tender containing uncalled remarks or any additional conditions are liable to be rejected.

11.0 TECHNICAL BID

Technical bid would comprise of the following and have to be uploaded on the E tendering site in PDF formats or checked online at appropriate boxes:

- A. Your cover note (PDF/scanned copy) of acceptance to deliver this job
- B. PDF/Scanned copy of complete technical details of the stall design, other services, layout plan, visitor engagement activities (each page duly signed by the authorized representative).
- C. Online acceptance of Tender document including terms and conditions, Exhibitor's Manual (Annexure II) and the Exhibition Layout-Plan (Annexure III).
- D. EMD in the form of a Demand Draft payable to Bharat Petroleum. (Copy of EMD has to be uploaded on the E Tender site.)
- E. Online acceptance of general terms and conditions and other contractual stipulations as specified in GCC.

PLEASE NOTE

- 1. The submission entitled 'Technical Bid' shall **not** contain any cost / financial details.
- 2. Physical copies of documents mentioned in points A, B above duly signed by the authorized signatory have to be submitted at the time of Technical Presentation.

11.1 Technical bid opening:

Technical bid opening will be on 17th Dec 2014 in the E-Procurement site.

11.2 Presentation on technical bid:

Bidders will be required to give a presentation to the Technical Evaluation Committee of BPCL based on the brief. The presentation is scheduled for 18th Dec 2014 at our Mumbai Office. The exact time will be intimated to the bidders in due course. All costs associated with this presentation will be borne by the bidder.

11.3 Technical Bid Evaluation Criteria

The bidders on submission of technical bids complete in all respects will be invited for making a presentation on the scope of work, wherein the bidder has to present his entire plan and concept. Each bidder will be given a maximum of 25 minutes to make the pitch presentation to the evaluation committee so constituted. The evaluation will be on the following broad parameters:

- I. Concept
- II. Design , Layout & facilities
- III. Creativity & Innovation
- IV. Visitor Engagement

Bidders will be required to submit their presentation both in hard and soft copies at the time of presentation.

12.0 PRICE BID

- 12.1 Prices must be quoted in the E-Proc site. The constituents of the Price Bid are as given in the Annexure I.
- 12.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 12.3 All duties and taxes including Corporate Income Tax and other levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

12.4 Service Tax:

- 12.4.1 The Bidder will have to bear all Service tax liability, as applicable.
- 12.4.2 The Bidder should quote the applicable Service Tax, clearly indicating the rate and the amount of Service Tax included.
- 12.4.3 In case the applicability of Services Tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of Service Tax. BPCL will not entertain any future claim in respect of Service Tax against such offers.
- 12.4.4 In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:
 - a) BPCL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.

b) BPCL will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

13. OPENING OF PRICE BID:

- 13.1 Price Bids of Vendors whose concept/technical presentations are rated as qualified alone would be opened for Commercial Evaluation. The price bid will be opened and an auto generated mail from E Proc website shall be sent to you.
- 13.2 BPCL will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

Successful bidders will receive an email from the E-Procurement site of BPCL.

14.0 AWARD OF CONTRACT

AWARD CRITERIA

BPCL will award the Contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. For the purpose of arriving at Lowest quote (L1), the total cost (inclusive of service tax) as per sl. no 3 of the price bid (as shown in annexure I) will alone be considered.

15.0 NOTIFICATION OF AWARD

- 15.1 Status of the bids can be tracked on the BPCL E-proc site
- 15.2 An auto generated mail will be sent to the successful bidder from E proc website once the tender evaluation process is complete.
- 15.2 The notification of award of job will constitute the formation of the Contract.
- 15.3 BPCL will promptly notify each un-successful Bidder (through an Auto generated mail) and will discharge their Bid Security.

16.0 SIGNING OF CONTRACT

At the same time as the BPCL notifies the successful Bidder that its Bid has been accepted, BPCL will either call the successful bidder for signing of the agreement or send agreement, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

17.0 INSURANCE

The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor, workmen's compensation insurance, general public liability as required by law, during the currency of the contract.

18.0 FORCE MAJEURE

Any delays in or failure of the performance of either part hereto shall not constitute default here under or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Govt./authorities, compliances with any order or request of any Government authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or strikes. The contractor shall keep records of the circumstances referred to above and bring these to the notice of Officer-in-Charge in writing immediately on such occurrences.

19.0 SETTLEMENT OF DISPUTES AND ARBITRATION

Any dispute or difference of any nature whatsoever, any claim, cross-claim or set off to BPCL / Contractor against Contractor / BPCL or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation of this agreement shall be referred to the sole Arbitration of Director (Marketing) of BPCL or to some officer of BPCL who may be nominated by the Director (Marketing) to act as arbitrator for adjudication of such dispute or difference.

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

The law applicable to such proceedings will be The Arbitration and Conciliation Act 1996, or any other enactment in replacement thereof. The language of the proceedings will be English and the place of proceedings will be Mumbai.

20.0 JURISDICTION

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

21.0 INDEMNITY AGREEMENT

The contractor shall indemnify the owner and every member, officer and employee of the Owner, also the officer -in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 18 and all actions/ proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the

contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.

22.0 LIQUIDATED DAMANGES FOR DELAY

Time is the essence of this Contract.

In the event of the Contractor's default, in timely mobilization for commencement and / or in timely completion, of works or services within the stipulated period of 1700 Hrs 5th Jan. 2015, the Contractor shall be liable to pay liquidated damages @ 10% of contract value.

23.0 WITHOLDING

BPCL may withhold whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, in order to protect BPCL from loss on account of :-

- a) For non-completion of jobs assigned.
- b Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- c) Damage to another Contractor of BPCL
- d) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.

24.0 PAYMENT & INVOICING PROCEDURE

- 24.1 BPCL shall pay to Contractor, upon successful completion of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from BPCL unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- 24.2 The payment will be settled within 30 days of submitting the invoice by the contractor.
- 24.3 Payments will be made to the selected bidder normally through NEFT mode.

SECTION IV

25.0 SPECIAL CONDITIONS OF CONTRACT

25.1 Commencement of Fabrication:

Fabrication should commence from 2nd Jan 2015 or as per the availability of space at the venue. Contractor will be advised nearer the time about the exact date.

25.2 Completion of Fabrication and erection:

Fabrication & Erection of the Stall should be completed by 1700 Hrs on 5th Jan 2015

25.3 Dismantling of the Stall:

After the close of the event on 13th Jan 2015, the stall should be dismantled and removed by the contractor by 1200 hours on 14th Jan 2015.

25.4 Payment terms:

100 % payment will be made on successful completion of the work / services as per company guidelines.

25.5 Electricity Charges:

Electricity requirement at the stall during the period of exhibition will be arranged and paid for by BPCL. However contractor will be required to apply for temporary power connection during the construction period ie 2nd to 6th Jan 2015 and during dismantling. Contractor will be required to do necessary liaison for obtaining the connection.

25.6 Entry of contractor's personnel, material and any other goods:

The contractor has to make all arrangements including security clearance, passes etc for the movement in and out of the venue and obtain all necessary permissions. BPCL will facilitate to the extent possible in this regard. However, the primary responsibility will be with the contractor.

26.0 OTHER TERMS

- 26.1 The Vendor will respond to all service requests of BPCL within the stipulated time as given in this RFQ.
- 26.2 BPCL reserves the right to accept or reject any or all the quotations or parts thereof, without assigning any reasons whatsoever.
- 26.3 Bids submitted after the due date and that not in conformity with the prescribed Terms & Conditions and specifications laid down in this RFQ are liable to be rejected.
- 26.4 The costs for preparing and submitting the Bids, presentations and negotiating a Contract, including visits to BPCL's Office, if any, are not reimbursable.
- 26.5 All clauses as mentioned in the GCC shall be final and binding to this RFQ however in case of repetition, the clauses as mentioned in the RFQ shall be final.

26.6 In case of a difference of opinion on the part of the bidder in comprehending and / or interpreting any clause or provision of this tender document after submission of bid the interpretation by BPCL shall be binding and final on the bidder.

I / we have read carefully and understood the above terms and conditions of this RFQ and I / We agree to abide by the same.

Authorized Person's Signature	:
Name	:
Designation	:
Seal of the Bidder	:

ANNEXURE I

FINANCIAL BID FORMAT

Sl.	Particulars	Unit of	Rs.	
No		Measure		
			Figures	Words.
1.	Conceptualization, designing, fabrication & managing of BPCL stall at VIBRANT GUJARAT GLOBAL TRADE SHOW 2015 Oil & Gas Exhibition as per the scope of work as detailed in the tender document including dismantling of the stall after the event, subject to terms and conditions of the tender document (Rates quoted above should include all applicable taxes except service tax.)	lump sum		
2	Service tax @ %			
3	Total			

Please ensure that Total is written in figures and words in the above table.

Authorized Person's Signature:	
Name:	
Designation:	
Seal of the Bidder	

END OF DOCUMENT

For Details please mail: ahluwaliaa@bharatpetroleum.in