

**CENTRAL PROCUREMENT ORGANISATION (MKTG)  
BHARAT PETROLEUM CORPORATION LIMITED  
A INSTALLATION, SEWREE FORT ROAD  
SEWREE (E), MUMBAI - 400015**



**GLOBAL TENDER**

**SUPPLY ,INSTALLATION, INTEGRATION,COMMISSIONING  
AND COMPREHENSIVE AMC FOR RETAIL OUTLET  
AUTOMATION SYSTEM AT 5000 RETAIL OUTLETS OF BPCL  
PAN INDIA**

**(CRFQ -1000225326, E-TENDER SYSTEM NO.:19757)  
DUE DATE : 13.02.2015 AT 1500 HRS IST**

**Tender for AUTOMATION OF BPCL RETAIL OUTLETS FOR FY 2015-17 –Invitation of Techno-Commercial Bid and Price Bid**

1. Bharat Petroleum Corporation Limited is a Fortune 500 Navratna PSU engaged in manufacturing and Marketing of diverse range of Petroleum Products.

Our Retail SBU markets various petroleum products through our Retail Outlets across India.

2. BPCL intends to provide RO Automation System at 5000 Retail Outlets across four regions pan India and pleased to invite your bids in two parts viz. i.e. Bid Qualification Criteria (BQC) & Techno-commercial Bid as part 1 and Price Bid as part 2 for the period of 2 years from the date of issue of LOI/Contract.

**3. RO AUTOMATION & INTEGRATION:**

The main objective of Retail Automation is to provide correct Quality and Quantity to customers with Customer Relationship Management through confidence building by eliminating manual intervention, increasing the speed of transactions & operations and direct interaction with the customer. Also such initiative enables BPCL to monitor / analyze product stock & sales of retail outlets and control retail fuel price effectively and efficiently. This also supports the enhancement of PFS brand in addition to increase in sales of all products and services. Hence Retail Automation System is based on the Good Fuel Promise context in line with the international practice of quality assurance through quantity checks.

**4. PROJECT OVERVIEW:**

BPCL intends to provide RO Automation System at 5000 Retail Outlets across four regions pan India. Regions are divided into total 58 Territories. Retail Outlets (RO) are situated in Metros / Major Towns of India , Rural markets & on Highways / District roads.

Dispensing units installed at the Retail Outlets are approximately 2 to 10 per RO.

This tender aims at establishing an Annual Rate Contract for 5000 ROs in all the four Regions pan India. This Rate Contract shall be valid for two years from the date of LOI/Agreement whichever is earlier. The Names of the Retail outlets shall be provided to the successful bidder. Award of all of these 5000 ROs Automation implementation work will be given to the lowest Bidder for the Total job.

Bidder shall offer a solution that meets Complete Automation System requirement at Retail Outlets/ Petrol Stations, as defined in the technical specifications (Refer attached document on technical and functional requirement in this tender document) including provision of Forecourt Controller (FCC) with EPS, Monitor, Network Router, Radio Frequency Identification (RFID) tag Reader & RFID tags and its integration with forecourt devices viz. Multiple Product Dispensing Units, Electronic Data Capturing (EDC) Unit, Auto Tank Gauging (ATG) system, etc. The bidder shall also provide complete Solution Acceptance, installation, integration, commissioning, FAT, SAT and **two years warranty and 4 years CAMC.**

5. **NOTICE INVITING TENDER for Supply, Installation, Integration, Commissioning and comprehensive AMC of Retail Outlet Automation system across all regions pan India.**

BPCL intends to provide **Retail Outlet Automation** system for 5000 Nos. of Retail outlets over a period of two years from the date of issue of LOI/Contract, on Supply, Installation, Commissioning and **WARRANTY for two years along with comprehensive AMC for four years basis** and pleased to invite your bids in two parts viz. Bid qualification, POC, Technical & Functional specifications and Techno-Commercial Bid (Part I) and Price Bid (Part II).

This is an e-tender. Please visit the website <https://bpcl.eproc.in> for participating in this tender process and submitting your Techno-commercial and Price bids online.

Scope of this tender includes the supply, installation, integration, testing & commissioning of Automation system, FAT, Solution acceptance testing, SAT, MIS, training and **WARRANTY for two years along with** comprehensive AMC support of the solution for four years post **WARRANTY** of the Retail outlet for 5000 Retail outlets of BPCL across India. Bidder/Vendor shall offer a solution that meets Complete Automation System requirement at Retail Outlets/ Petrol Stations, as defined in the technical specifications (Technical and Functional Requirement) of the tender document, including supply, installation, integration, testing, commissioning of Forecourt Controller (FCC) with EPS, Monitor, Radio Frequency Identification (RFID) tag Reader & Radio Frequency Identification (RFID) tags, Network Router and its integration with forecourt devices viz. Multiple Product Dispensing Units, Electronic Data Capturing (EDC) Unit /OPT, Auto Tank Gauging(ATG) system, etc. as per the technical and functional requirement specified in the tender document.

Estimated Quantity:

Sr. No.	Item	Quantity
1	Supply of Site controller system	5000
2	Supply of Monitor	5000
3	Supply of Network Router	5000
4	Supply of RFID tag	300000
5	Supply of RFID tag reader	60000
6	License cost for Automation Software	5000
7	License cost for EPS	5000
8	Installation integration and commissioning	5000
9	Comprehensive AMC charges for four years	5000

**6. Region wise distribution of estimated quantity is as follows:-**

REGION	RETAIL AUTOMATION (NOS)
NORTHERN REGION	1400
EASTERN REGION	700
SOUTHERN REGION	1450
WESTERN REGION	1450
<b>TOTAL</b>	<b>5000</b>

**7. The attached tender document consists of the following**

## Part A: Techno-Commercial Bid (other than Price Bid).

- |  |                 |
|--|-----------------|
| i. Bid-qualification Criteria  | (Annexure-I)    |
| ii. General Purchase Conditions  | (Annexure-II)   |
| iii. Special Purchase Conditions   | (Annexure-III)  |
| iv. Proof of Concept (POC)   | (Annexure IV)   |
| v. Technical & Functional Requirement/Specifications uploaded as a separate annexure | (Annexure V)    |
| vi. Performa of Integrity Pact   | (Annexure-VI)   |
| vii. General Instructions to bidders for E-Tendering                                 | (Annexure-VII)  |
| viii. Techno Commercial Details  | (Annexure-VIII) |
| ix. Declaration  | (Annexure-IX)   |
| x. Other Documents   | (Annexure-X)    |

Information pertaining to Bid Qualification Criteria, Techno-commercial details and Relationship with Directors shall have to be submitted online. For list of our Directors, kindly visit our website [www.bharatpetroleum.in](http://www.bharatpetroleum.in)

The Vendors shall also be in a position to produce further information as and when required by BPCL. BPCL, at its discretion reserves the right to verify information submitted to confirm their capabilities.

## Part B: Price Bid

- i. Price forms
- ii. Excel download for internal calculations

Vendors have to submit Price Bids online. This tender comprises of a single lot of 5000 Retail outlets across regions pan India. Six formats of Price Bids/ forms have been provided. Vendors have to quote for all the required items and shall offer 100% quantity against the required quantity of items/ services, otherwise their bids will not be considered.

Vendors/ bidders shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the proforma attached herewith the tender document.

## 8. EMD:

**Indian Bidders:** EMD of Rs.10,00,000/- (Rs. 10 Lac only) is required to be submitted if applicable in physical form (by the way of crossed A/c Payee demand draft drawn on any Nationalized or scheduled bank in favour of M/s Bharat Petroleum Corporation Ltd. and payable at Mumbai) at our office in a sealed cover addressed to Procurement Leader (Group 4), with following boldly super-scribed on the outer cover

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

It should be dropped in the tender box or sent by Registered Post/Courier to the following address so as to reach on or before the due date & time of the tender:

**Central Procurement Organization (CPO),**

**A- Installation, Sewree Fort Road,  
Sewree, Mumbai-400015**

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc. Bid received without the EMD if applicable is liable to be rejected.

**Foreign Bidders:**The foreign bidders should submit the equivalent amount of Rs.10,00,000/- (Rs. 10 Lacs only considering Bill Selling Rates published in Economic Time dated the date of floating/release of tender in the press.

The amount should reach BPCL at the following bank details:

Beneficiary Name	Bharat Petroleum Corporation Limited
Bank Name	Standard Chartered Bank
Branch Address	90, M G Road, Fort, Mumbai-1
USD Account no	22205032520
Swift Code	SCBLINBBXXX
BSR Code	6470036

**EXEMPTION FROM EARNEST MONEY DEPOSIT:**

Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

Bidder has to upload the necessary documents as mentioned above and certificate as indicated in Special Conditions as well as Techno-commercial terms to qualify as MSE and claim exemption for Earnest Money Deposit.

9. **Pre-bid meeting for the tender will be held on 27.01.2015 commencing at 15.00 Hrs. IST at the following address.**

**Central Procurement Organization (CPO),  
A- Installation, Sewree Fort Road,  
Sewree, Mumbai-400015**

**Vendors can start bidding after pre-bid meeting.**

10. The Vendors who are already enlisted with BPCL should also apply.
11. The vendors who are currently on BPCL's, IOCL's or HPCL's Holiday List will not be considered.
12. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.
13. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
14. BPCL reserves the right to change the quantity (increase/decrease) tendered.
15. BPCL's decision on any matter regarding short listing of Vendors shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.

16. BPCL reserves the right to accept/ reject any or all the Bids at their sole discretion without assigning any reason whatsoever.
17. Forming Cartel and quoting rates in groups would disqualify the supplier.
18. Bids submitted after the due date and time as mentioned above, or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents to be uploaded online. No claims on this account shall be entertained.
19. Based on the information and documents submitted, the parties who are found to be techno-commercially eligible shall qualify for the next round of the tender viz. price bid.
20. For clarifications, if any, please feel free to contact the undersigned on any working day between 10:00 am to 4:00 pm.

**Thanking you,  
Yours faithfully,  
For Bharat Petroleum Corporation Ltd.**

A handwritten signature in black ink, appearing to read 'Anil Ahir', is written over a horizontal line.

**Anil Ahir  
Procurement Leader**

## **Part A: Techno-commercial Bid**

### **Annexure-I**

#### **Bid-qualification Criteria:**

##### **1. Bidding Company's Profile**

**In case, Vendor is a Group Company, then credential of Parent/Group companies shall be considered to establish the Bid qualification criteria.**

**Group companies are defined as under:**

i) **Group Company - Parent Company and Direct Subsidiaries**

If the Parent Company directly holds 51% or more of the equity share capital in their subsidiary companies, then such subsidiary companies are called direct subsidiaries and shall be considered as part of group companies.

ii) **Group Company - Parent Company and Indirect Subsidiaries**

If 100% subsidiary of the Parent Company holds 100 % of the equity share capital in their subsidiary companies (including 100 % subsidiary companies of 100% subsidiary companies), then such subsidiary companies are called indirect subsidiaries and shall be considered as part of group companies.

Documents required in evidence of group company:

- a. Company profile
- b. Annual report
- c. Letter from the Parent /Subsidiary Company giving details of holding.

##### **2. Capability and Capacity for Automation of Petroleum Retail Outlets:**

- i. Bidder or their group companies should have supplied, Installed and Commissioned Retail Outlet Automation System for Petroleum / Oil Marketing Company (OMC) using solid-state Forecourt Controller (FCC) technology with interface to automatic tank gauging system (ATG) & Multiple Product Dispenser (AUTOMATION SYSTEM) Units at minimum one thousand (1000 Nos) Retail Outlets / Petrol Stations in the last 7 (Seven) years (ending on due date of this tender) aggregating various orders.

**Retail Automation jobs executed with PC based automation application shall not be considered.**

- ii. Bidder or their group companies should have implemented Electronic Payment Server (EPS) system as part of Retail outlet automation to facilitate Credit card/ Debit card transactions, at minimum 250 ROs in the last seven years (ending on due date of this

tender) aggregating various orders. These 250 nos. can either be part of the total 1000 nos. OR besides 1000 nos. as required in Criteria 2(i) above.

**Documents Required from Vendors towards evidence for i & ii above:**

- a) Copies of work order(s) / contract(s) / agreement(s) clearly highlighting the Automation jobs using solid-state Forecourt Controller (FCC) technology with interface to automatic tank gauging system (ATG) & Multiple Product Dispenser (AUTOMATION SYSTEM) Units **AND** EPS systems.
- b) Copies of work completion certificates **OR** copies of LOI/Agreements for start of CAMC post site commissioning, from customer. (Reference to work order/ contract/ agreement not mandatory)
- c) Final bills / invoices with consolidated statement of the same.

Certificates from approved TPIA (LRIS/ DNV/ IRS/ EIL/ UL/ BVIS), Statutory Auditors/ Practicing Chartered Accountant/ Certified Public Accountant verifying and confirming points a, b and c above. All charges towards the same are to be borne by the vendor/ bidder.

**3. Service Network and Maintenance of Petroleum Retail Outlet Forecourt Equipments:**

- i. The Bidder or their group companies should have maintained any of the following forecourt devices viz. Multiple Product Dispensing Units, Electronic Data Capturing (EDC) Unit/ Point of sale (POS) unit, Auto Tank Gauging(ATG) system, Retail Outlet automation system, at minimum 1000 Retail outlets in the last seven years (ending on due date of this tender) aggregating various orders.
- ii. In case the bidder intends to carry out the installation, commissioning and Comprehensive AMC through an Indian service provider, then the Indian service provider should also have an experience of installation, commissioning and maintenance of **any** of the **Retail Outlet forecourt equipments** viz. Multiple Product dispensers, Electronic Data Capturing (EDC) Unit/ Point of sale (POS) unit, Auto Tank Gauging(ATG) system, Retail Outlet automation system at minimum 1000 ROs in India in the last seven years (ending on due date of this tender) aggregating various orders.
- iii. For both i and ii of criteria 3 above, the vendor or their authorized Indian service provider should have pan India service / support network at minimum 10 locations pan India with adequately qualified & skilled manpower for supporting & maintaining Retail Outlet Automation system at petroleum retail outlets.

**Documents to be submitted by the Vendors &/ or their authorized Indian service providers towards evidence for i & ii above:**



- a) Copies of work order(s) / contract(s) / agreement(s).
- b) Final bills / invoices
- c) Certificates from approved TPIA (LRIS/ DNV/ IRS/ EIL/ UL/ BVIS) Statutory Auditors/ Practicing Chartered Accountant/ Certified Public Accountant verifying and confirming point a & b above. All charges towards the same are to be borne by the bidder.
- d) Bidder should provide details of service / support network in India along with details of personnel - contact person name, contact number(s) & addresses at each of these locations.
- e) Copy of Agreement/ MOU/ letter of authorization between vendor and their authorized Indian service provider.

#### **4. Financial Capability:**

##### **i. Turnover:**

The vendor or its Holding Company should have achieved a minimum average Annual financial turnover of **Rs. 19 Crores** during the last three financial years (2011-12, 2012-13 & 2013-2014). In case the financial statements are in currency other than INR, the equivalent INR value as on end date of the concerned financial year shall be considered for the purpose of evaluation as per above criteria.).[E.g. For concerned financial year i.e. Jan 13 to DEC.2013, the exchange rate available in 'RBI website' for 31st DEC2013 shall be considered. In case the end date is a Holiday, exchange rate of immediate previous working day shall be considered to arrive at the Turn Over in INR].

In case of Foreign Vendors, the annual turnover shall be for the financial year as reckoned in their country.

##### **ii. Financial Net worth:**

Net worth is defined as TOTAL ASSETS MINUS TOTAL LIABILITIES. Net worth of the vendor or its holding company should be positive in the last accounting year.

Net worth is an indicator of the current financial health of the bidder.

Holding company is defined as the company which holds 100% of the equity share capital of the vendor directly or indirectly.

#### **Documents Required from Bidders towards evidence for i & ii above:**

Copies of audited balance sheets and Profit & Loss Accounts for the financial years 2011-12, 2012-13 & 2013-14 or FY ending Dec'11, Dec'12, Dec'13 in case of foreign bidders.

#### **5. Past Performance :**

Bidders who are on holiday list by BPCL or any other Oil sector PSU shall not be considered.

**Documents Required:** A declaration by bidder indicating that they are not on holiday list by BPCL, IOCL and HPCL as on due date of bid submission for any items/services to BPCL, pan India.

## **Bharat Petroleum Corporation Limited**

### **General Purchase Conditions**

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

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## Bharat Petroleum Corporation Limited

### General Purchase Conditions

#### 1. DEFINITIONS:

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

- 1.1. **OWNER:** Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400038 and shall include its successors and assigns (hereafter called BPCL as a short form).
- 1.2. **VENDOR:** Vendor means the person, firm or the Company / Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.
- 1.3. **INSPECTOR:** Person/agency deputed by BPCL for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..
- 1.4. **GOODS / MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
- 1.5. **SITE / LOCATION:** means any Site where BHARAT PETROLEUM CORPORATION LTD. desires to receive materials anywhere 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 OF BID:**

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 turnover 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 along with 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, and 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 Licenses, if any required from the American Authorities shall be obtained by the U.S. Suppliers. If need be assistance for obtaining such export licenses would be available from India Supply Mission at Washington.

## **8.2 AIRSHIPMENT:**

In case of Air shipment, 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.

<b>Documents</b>	<b>BPCL (Mumbai)</b>
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 dispatches 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 Annex-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 preservation 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-15Inch.) 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, DONOT 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 packages 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 surfaces 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 silica gel 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 Centers 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:**



- 16.5. BPCL shall have the right to advise any change in dispatch 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 labor 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.**

To,  
Bharat Petroleum Corporation Limited

-----  
-----

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called THE COMPANY which expression shall include its successors and assigns) having awarded to M/s. (Name) ..... (Constitution)..... (address) ..... (Hereinafter referred to as THE VENDOR which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter alia, 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.
- iii. 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) no 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 anyway affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,  
(Signature)  
NAME & DESIGNATION  
NAME OF THE BANK  
NOTES:

### **Annexure III**

#### **Special Purchase Conditions**

1. In case of duplication of any clause given in the tender document including the General Purchase Conditions, clauses given in this document shall supersede the clauses mentioned elsewhere.
2. The tendered items would be treated as Single LOT for award of Rate Contract (i.e. Price bid evaluation would be carried out for all the tendered Items as a Single LOT ). Hence vendor shall have to quote for all the tendered items and part quantities will not be entertained.

BPCL CPO (Mktg.) will award the Rate Contract to the successful Vendor as per Order Award /Evaluation Criteria as given in this document below) .Call-Offs/Purchase orders will be placed against this Rate Contract by BPC Retail Territories under four Regions (NR/ER/SR/WR) and related payment will also be processed and released by them towards order fulfilment.[NR-Northern Region, ER-Eastern Region, SR-Southern Region WR-Western Region]

Region wise Retail Outlets Nos. (Tentative): Northern Region – 1400, Eastern Region- 700, Southern Region-1450 & Western Region-1450

The above Region wise Nos. are indicative and may vary as per actual requirement. The total requirement of Automation System at 5000 Retail Outlets is also indicative and BPCL reserves the right to execute the contract in totality or reduce the quantity as per actual requirement.

3. Bidders can bid, provided they meet all the respective Bid Qualification Criteria & technical requirements. Bidder to bid and qualify techno-commercially for all the tendered items as a Single LOT .

The Bid Qualification Criteria and Technical Cum Commercial bids would be opened online on the given due date and time. Vendors/Bidders not satisfying all or any of the Bid Qualification criteria shall be summarily rejected. The price bid of techno-commercially qualified bidders (including POC) only shall be opened and commercially evaluated as per the order award/evaluation criteria.

4. Your prices will remain firm till the entire execution of call-offs/Purchase orders against the Rate Contract and during **Warranty and Comprehensive Annual Maintenance Contract**.
5. Materials are required to be arranged only against call-off/purchase order. BPCL would not be responsible for arrangement of materials by vendor in anticipation of call-off /purchase order in advance.

#### **6. EARNEST MONEY DEPOSIT:**

- a) EMD of all the other unsuccessful vendors shall be released after tender finalization. The EMD of the successful vendor will be retained till the submission of performance bank guarantee for 10 % of the contract value by the vendor. (Refer methodology for execution of contract in this document). No interest will be payable on the EMD.
- b) Bid received without the EMD if applicable, is liable to be rejected.
- c) Cheques, cash, Money Orders, Fixed deposit Receipts, Bank guarantees etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.
- d) EMD is liable to be forfeited in the event of :



- i. Vendors withdraw or alter their bid during the bid validity period
  - ii. Non-acceptance of LOI/order, if and when placed.
  - iii. Non-payment of Performance Bank Guarantee amount against LOI within the stipulated period of 30 days from date of receipt of Rate Contract.
7. Clause no. 7 (Inspection) of GPC is not applicable for this Tender .
8. Clause no.8.1 (Sea Shipment) of GPC is not applicable for this Tender.
9. **Warranty and Post Commissioning Comprehensive Annual Maintenance Charges (CAMC):**

BPCL would like to enter into **warranty** for a period of **two years** and Comprehensive AMC for **Four Years post warranty of** Retail automation at Retail outlets.

**Post Warranty Comprehensive Annual Maintenance Charges (AMC):** Threshold limit for Vendor will be as given below.

**Comprehensive Annual Maintenance Charges (AMC) post warranty of Retail Automation at Retail Outlet (RO) shall not be less than 8% of Total landed cost inclusive of Supply , Licence fee , Installation & commissioning charges plus applicable taxes.**

It may be noted that the total landed cost entered by the vendor in the Comprehensive Annual Maintenance Charges (CAMC) price bid for calculating CAMC is only for vendor's evaluation purpose. The final CAMC cost shall be based on the % quoted by the vendor.

Vendor should note that CAMC charges post **WARRANTY** of Retail Outlet cannot be less than 8 %; however vendor is free to quote 8% or any higher rate.

For example,  
Assume

- (i) **Total landed cost including supply, license fee portion and installation and commissioning charges with applicable taxes towards in INR is Rs. A.**
- (ii) Total no. Of ROs is 5000
- (iii) If the vendor has quoted 10% as Comprehensive AMC rate (i.e.>8% threshold limit)
- iii) The Comprehensive AMC charges per year per RO would be  $(A*0.10)/ 5000$
- iv) Total CAMC charges per RO for four years is  $4 X [(A*0.10)/ 5000]$
- v) Total CAMC charges for all 5000 ROs for four years is  $4 x (A*0.10)$

**BPCL (Retail Engg.-Regional Office/ Retail Engg. HQ) would enter into a separate rate contract for CAMC valid for four years post expiry of warranty period.**

**It may be noted that warranty period shall start for each site from the date on which automation system is commissioned at site. However, for uniform evaluation of expiry of warranty period for various sites commissioned on different dates, an expiry date from the date of final SAT will be considered i.e the common warranty period will start one year after the date of final SAT for all the commissioned sites.**

Eg: If the SAT is approved on date 31.03.2015, the warranty period will expire on 31.03.2018 irrespective of the date of commissioning at various sites.

If say, 4500 sites are commissioned till 01.04.2016 and balance 500 sites are commissioned a year later, the warranty period for the remaining 500 sites would still be considered to have expired by 31.03.2018. Accordingly, CAMC for all sites will be entered into with the vendor for a period of 4 years starting from 01.04.2018.

These services would be availed by BPCL Retail territories/Retail Engg. (Regional/HQ) office and the payment for the same would be released by BPCL Retail Regions / territories after completion of the jobs.

**Please refer Technical and Functional requirement specifications for Service level Agreement during Warranty period.**

#### **10) EVALUATION / ORDER AWARD CRITERIA :**

BPCL will award the Rate Contract against this tender to the qualified Single vendor/Bidder with Lowest Evaluated bid. The evaluation will be done based on the total cost to BPCL. 100% tendered quantity shall be awarded to the lowest quoted vendor/bidder. BPCL would determine /establish the Lowest Bid on Single LOT basis. Details of the Single Lot and Bill of Quantities are mentioned in the tender.

However, Micro and Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, quoting price within price band of L1+15 percent shall be allowed to supply 20% portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply 20 percent of total tender value.

In case of more than one such Micro and Small Enterprise, the 20% supply shall be shared proportionately (to the tender quantity) based on the least cost principle to BPCL.

**The Lowest Evaluated bid will be determined /established after considering the Overall Net Cash Outflow to BPCL i.e.**

- 1. Total Delivered Cost at RO sites (without octroi/entry tax) for Supply of tendered Items**
- 2. Total Delivered Cost at RO site(without octroi/entry tax) of License fees**
- 3. Total Installation, Integration, Testing & Commissioning Charges**
- 4. Total Comprehensive AMC for 4 yrs post warranty period, in INR, for 5000 Retail Outlets as per the Price bid .**

Input tax credit/ VAT set-off for **500 outlets** in Maharashtra shall be considered for arriving at the landed cost as shown in the price bid form.

It may be noted that a total of six price bid formats have been provided in the tender for quoting the below rates.

1. Import supply (Foreign Bidder - Total Delivered Cost at RO sites for Supply of tendered Items)
2. Local supply (Indian Bidder - Total Delivered Cost at RO sites for Supply of tendered Items)
3. License Fee (Import) (Total Delivered Cost at RO site of License fees)
4. License Fee (Local) (Total Delivered Cost at RO site of License fees)
5. Local service (Installation, Integration, Testing & Commissioning Charges)
6. CAMC for four Years

#### **11. DELIVERY:**

Unless otherwise mentioned, Vendor is requested to submit their best delivery schedule from the date of receipt of Purchase order to meet the delivery timelines.

Time of delivery mentioned in the purchase order shall be essence of the agreement/contract. 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.

Minimum Call-off Qty (subsequent to the first call-off for 100 Nos.) shall be for 150-200 Retail outlets.

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 affecting the delivery at the required delivery point.

All the above tendered Items are required to be delivered on Door Delivery Freight paid basis at BPCL Retail Outlet locations as given in the call-off/purchase order against the Rate Contract .

##### **For Indian Vendors:**

Tendered Items are to be delivered at Retail outlets all over India. The responsibility of Insurance of tendered Items during Transit and during storage in Retail outlet up to Installation & commissioning would rest with the vendor.

##### **For Foreign Vendors:**

Tendered Items are to be delivered on Delivered Duty Paid (DDP) at Retail outlets all over India. The responsibility of Insurance of tendered Items during Air and Local Transit and during storage in Retail outlet up to Installation & commissioning would rest with the vendor.

Custom Clearance of Import supply item will have to be carried out by the vendor's Indian Service provider.

#### **12. Currency:**

Foreign vendors can quote in USD, GBP, EURO or Japanese YEN for the cost of import components. However, Installation, Integration, Testing & commissioning and CAMC shall be quoted in Indian Rupees (INR) only.

For the purpose of price evaluation, Exchange rate available in the Reserve Bank of India (RBI) web site (<http://www.rbi.org.in>) as on the date of price bid Opening shall be considered.

#### **13. Price form:**

##### **The Determination /establishment of Lowest Evaluated Bid - In case of involvement of only Indian offer/s:**

The Lowest Evaluated Bid will be determined /established after considering total cash out flow to BPCL taking into account the following elements .

- i. Basic Price inclusive of Packing & Forwarding charges - As quoted by the vendor,
- ii. Taxes and Duties – As quoted by the vendor (**C Form will not be issued by BPCL**)
- iii. Average Firm Freight Charges- As quoted by the vendor by Road on Door Delivery Freight Paid basis (i.e. Door Delivery at respective location).
- iv. Insurance –vendor will be responsible to insure the tendered Items during Transit and also during storage at Retail Outlet up to the stage of Installation & Commissioning.
- v. Installation, Integration, Testing & Commissioning charges –As quoted for by vendor.
- vi. License fees cost + Service tax.
- vii. Comprehensive Annual Maintenance Contract (AMC) charges and Taxes –As quoted by vendor for 4 years post warranty of Retail Outlets.
- viii. All other terms will be as per Tender General Purchase Conditions and Special purchase conditions as applicable.

Octroi /Entry tax is not considered for evaluation and the same will be reimbursed extra at actual (as applicable) against production of receipts.

**The Determination /establishment of Lowest Evaluated Bid - In case of involvement of only Foreign offers:**

The Lowest Evaluated Bid will be determined /established after considering Total cash out flow to BPCL taking into account the following elements.

- i. CIF price – As quoted by the vendor
- ii. Custom Duties - As applicable/quoted by the vendor in INR.
- iii. Port / Handling charges/Custom Clearance Charges/ Local Freight Charges - As quoted by the vendor In INR.
- iv. Installation, Integration, Testing and Commissioning Charges in INR –As quoted by vendor
- v. License fees cost + Service tax.
- vi. Comprehensive Annual Maintenance Contract (CAMC) charges in INR – As quoted by vendor for 4 years post commissioning of Retail Outlet.

**Octroi / Entry tax is not considered for evaluation and the same will be reimbursed extra at actual in INR (as applicable) against production of receipts to the vendor s Indian Service Provider only for materials to be used within Municipal Limits**

**14. The Determination /establishment of Lowest Evaluated Bid - In case of involvement of both Indian and Foreign offers:**

The Lowest Evaluated Bid will be determined /established after considering Total cash out flow to BPCL taking into account the elements as mentioned in point. i and .ii above .

Vendor to quote separately for Installation, Integration, Testing & Commissioning charges in INR only. **Vendor to confirm whether these jobs would be carried out by vendor themselves or through a service provider in India.**

**Taxes on License fee for Indian Bidders** – Taxes applicable for the license fee will be loaded by BPCL in the following manner.

S.No.	Description	Particulars	Values	Source
1	Currency	INR		
2	Total Qty	5000		Pre-determined
3	UOM	EACH		

4	License fees per UOM in INR	L/S	100	Bidder
5	% of License fees on which Service Tax is applicable		100	Loading
6	% of License fees on which VAT/S.T. is applicable		100	Loading
7	Rate of Service Tax (inclusive of cess) on License fees in %		12.36%	Loading
8	Rate of ST/ VAT on License fees in %		15.00%	Loading
9	Amount of service tax per RO in INR		12.36	System calculated
10	Amount of VAT/S.T. per RO in INR		15.00	System calculated
11	Delivered Cost at RO site(Without Octroi) per UOM in INR		127.36	System calculated
12	Total Delivered Cost at RO site(Without Octroi) in INR		636800.00	System calculated

**Taxes on CAMC charges :** Vendor to quote CAMC charges in % (Percent –not less than 8%) and taxes applicable for the same will be loaded by BPCL in the following manner.

S.No.	Description	Particulars	Values	Source
1	Quantity of Ros	5000		pre-determined
2	<b>Total Basic cost of all the Supply Items (Import Or Local) in INR</b>		100000	Bidder
3	Total no of ROS		5000	pre-determined
4	Total basic cost Per RO		20	System calculated
5	<b>CAMC Charges per RO per year in % of Basic cost of supply items</b>	11%	2.20	Bidder
6	Total no of year upto CAMC is provided		4	pre-determined
7	% of CAMC charges on which Service Tax is applicable		70	Loading
8	% of CAMC charges on which VAT is applicable		80	Loading
9	Rate of Service Tax (inclusive of cess) on CAMC in %		12.36%	Loading
10	Rate of ST/ VAT on CAMC in %		15.00%	Loading
11	CAMC amount per RO per Year in INR inclusive of Taxes		2.65	System calculated
12	CAMC charges per RO for all Four year in INR inclusive of all taxes		10.62	System calculated
13	Total CAMC amount for all RO in INR for all the four years		53086.88	System calculated

Income Tax (TDS) Or any other Tax as applicable, would be deducted while releasing the payments.

## 15. SERVICE TAX AND VAT APPLICABILITY ON AMC

### i) SERVICE TAX

As the Annual Maintenance Contract (AMC) involves supply of materials / spare parts required for maintenance of the equipment, it would fall under Works Contract Service.

Works Contract Service has been brought under Reverse Charge Mechanism (RCM) in case the service is rendered by (i) Individual, (ii) HUF, (iii) Proprietary Firm and (iv) Partnership Firm including AOP s. In such cases, partial RCM is applicable where the service provider is required to discharge 50% of the service tax liability and the service receiver the balance 50%. However, if such services are provided by a vendor which is a Company , RCM does not apply. The entire service tax liability shall be discharged by the vendor and claimed as per the contract.

The service provider has the option of choosing the valuation method for discharging the service tax liability in terms of sub-rule (i) or sub-rule (ii) of Rule 2A of the Service Tax (Determination of Value) Rules, 2006.

Sub-rule (i) specify that the value of service portion in the execution of a works contract shall be equivalent to the gross amount charged for the works contract less the value of property in goods transferred in the execution of the said works contract.

Sub-rule (ii) specify that where the value cannot be been determined as above, the person liable to pay tax on the service portion involved in the execution of the works contract service involving repairs and maintenance of goods, tax shall be payable on seventy percent of the total amount charged for the works contract.

**CAMC contract being a post warranty event, it would not be possible at this stage to quantify the value of material to be used in the works contract. Hence, all the bids shall be evaluated by considering 70% value of the CAMC amount towards service tax applicability for uniform evaluation.**

ii) VAT

VAT will also be applicable on the AMC contracts as works contracts are also considered as deemed sales. However the applicability of the same depends on the following three methods:

-Actual Labor deduction method- All the components of the labor to be reduced from the total contract value and VAT charged on the balance.

-Standard deduction towards labor/service component as per schedule of VAT Act of the state

-Composite method.- Rate specified in the VAT Act of the state where the job is executed, which generally a reduced rate from the normal rate but it is applicable on the full value of the contract.

Therefore it is requested to specify the method applied for calculating the VAT amount on the contract. It is preferable that the standard deduction method is followed for calculation of VAT (since labor deduction method is not feasible to be applied in AMC contracts being indivisible in nature).

**The VAT charged on the CAMC shall also be taken into consideration for evaluation. We shall be evaluating all bids by considering the maximum VAT rate applicable for works contract by standard deduction method as applicable in Gujarat i.e. on 80% value of the AMC amount at the maximum rate of 15% uniformly for all the bids.**

B) Works Contract Tax (WCT) deductions from the payment

For works contract the payment made to the contractor certain amount is deducted and paid to the State commercial tax department based on the percentage specified in the VAT Act of the State where the job is being executed. This WCT deduction shall be done as per the VAT Act, and certificates shall be issued to the contractor. The certificate can be utilized for adjustment against their VAT payable liability. This WCT deduction being in the nature of tax deduction at source shall not be considered for evaluation.

**Post warranty CAMC PO shall be raised with the correct applicable tax rate of the State where the Retail Outlets has been installed for which AMC is requested for deduction and payment accordingly.**

**16. PRICE:**

Price offered by the bidder shall be:

- a) Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items as per the General Purchase Conditions.
- b) Cost of Installation, Integration, Testing & Commissioning and CAMC shall be strictly in Indian Rupees only.
- c) The cost of all equipment/tools/templates etc. used for implementation shall be included in the quote. The quote also shall include the rates of lodging, boarding, travel, local travel and all other expenses related to the project. No extra payment will be made on account of any of these at a later date.
- d) Vendor/ bidder shall ensure that the complete scope of work as defined or as may be required for the intended objective of the tender has been included in the quoted price. No extra payment will be made in order to achieve the intended objective. Reasons like, bidder did not envisage/ consider a particular activity or element of cost required for achieving the intended objective or some activity not explicitly mentioned in the tender document but required for achieving the intended objective, shall not form basis for considering extra payments.
- e) For working on extended hours/ Saturdays/ Sundays/ Holidays to meet the committed/ required time schedules, no extra payment will be made.
- f) No advances will be paid to VENDOR by BPCL

**17. CONFIRMATION OF ORDER:** The vendor shall acknowledge the receipt of the LOI immediately and the rate contract within 3 days of receipt of the same respectively. The vendor shall sign, stamp the acknowledgement copy of the LOI/ purchase order and return the same to BPCL.

**METHODOLOGY OF EXECUTION OF CONTRACT:** The brief chronology of activities till the execution of first call-off is as follows:

Sr No	Activity	Responsibility	Timelines
1	Placement of LOI	CPO	Zero Date
2	Acceptance of LOI	Vendor	Immediate
3	Placement of Rate Contract	CPO	within 7 working days from the date of LOI.
4	Acceptance of Rate Contract	Vendor	within 3 working days.
5	Submission of Performance Bank Guarrantee	Vendor	within 30 days of receipt of rate contract.

6	Placement of Call-off (firm order on letter head)for 100 Ros	RHQ/Regions	within 3 working days after receipt of vendor's acknowledgement of rate contract.
7	Acknowledgement of acceptance of call-off letter.	Vendor	within 3 working days of receipt of call-off letter.
8	<b>Placement of System generated purchase orders by Retail Territory offices for individual Ros.</b>	RHQ/Retail Territories	Within 60 days of date of vendor's acceptance of call-off letter.
9	SAT (Solution Acceptance Test) <b>Stage-I : Pre-SAT</b> including, placement of RA equipments, Automation solution, etc. at 8 SAT sites (2 ROs per Region) <i>Note: Automation equipments at these 8 SAT sites should be arranged immediately after the call off letter to ensure pre-SAT completion in 60 days.</i>	Vendor	within 60 days from the date of vendor s acceptance of call-off letter. BPCL should be informed min 15 days in advance for SAT site visit.
10	SAT (Solution Acceptance Test) <b>Stage II:</b> Completion of SAT (Solution Acceptance Test)at 8 sites (2 ROs per Region) including resolution of pre-SAT observations.	Vendor	90 days from the date of vendor s acceptance of call-off letter.
11	Completion of supply, installation, commissioning, training and site sign-off at 100 sites in the call off.	Vendor	120 days from the date of vendor s acceptance of call-off letter.
12	Commencement of Warranty Period	Vendor	From the date of commissioning at site. Common warranty for sites starts after one year from the date of final SAT for a period of two years.
13	Commencement of CAMC	Retail	CAMC will start post warranty period.

All the subsequent call-offs (letter) shall be placed with 150-200 Ros per call –off.

The timelines for SAT and Site completion work are as follows:

The timelines for SAT and Site completion work are as follows: the timelines for completion of Solution Acceptance Test (SAT) is limited to 3 months (90 days) from date of vendor's acceptance of first call -off letter. If successful vendor fails to deliver acceptable solution within the stipulated timelines, the compensation of delay will be 1% per week or part thereof (subject to maximum of 10%) on the Total Contract value. However, the maximum period for successfully completion of Solution Acceptance Test (SAT) shall be five and half(5.5) months.

In case VENDOR fails to complete the site completion work (supply, installation, integration, testing & commissioning)within the scheduled time period of 4 months (120 days) for first call off and 3 months (90 days) for subsequent call-offs on a RO( Retail Outlet) basis , then unless such failure is due to Force Majeure as defined & agreed or due to reasons attributable to BPCL, VENDOR shall pay BPCL by way of compensation for delay and not as penalty, a sum @ 1 % per week or part thereof (subject to maximum of 15%) on the Supply component (i.e, excluding the cost of installation, integration, testing and commissioning & CAMC Support ) per site. However, the maximum period for successful site completion work (supply, installation, integration, testing & commissioning) shall be eight (8) months for first call off and seven (7) months for subsequent call-offs.



## 18. PAYMENT TERMS:

Readiness of Retail outlet for Receipt of Supply items and their Installation & Commissioning will be informed to vendor by respective Retail Territory(Originator of system Purchase order).

- a. After receipt of material at site in good condition along with documents viz, architecture diagram, data sheets, operation manuals; **35%** of the Supply component (i.e. excluding the cost of Installation, integration, testing & Commissioning and CAMC Support) shall be paid per site.
- b. Solution Acceptance Test (SAT) shall be carried out at 8 sites from the first call-off LOT. After successful Solution acceptance of the solution (software and hardware) at these 8 sites, 20% of the Supply component (i.e, excluding the cost of Installation, integration ,testing and Commissioning & CAMC Support) shall be paid for the first call-off LOT. This includes Lab demo and work acceptance at these 8 sites. An acceptance certificate in this regard should be obtained from BPCL by VENDOR.
  - i. For subsequent call-off Lots, if the solution acceptance has been successfully completed, then on receipt of material at sites, 55 (35+20) % of the Supply component (i.e. excluding the cost of Installation, integration, testing & Commissioning and CAMC Support) shall be paid per site.
  - ii. If the Solution Acceptance is not complete even after the receipt of material against subsequent call-offs, only 35% of the Supply component (i.e, excluding the cost of Installation and Commissioning & CAMC Support) shall be paid per site for those call-offs.
  - iii. However, if solution (software & hardware) related major issues are observed at the ROs after completion of Solution Acceptance at 8 Sites, 20% of the Supply component (i.e. excluding the cost of Installation, integration, testing & Commissioning and CAMC Support), shall not be released for subsequent call-offs till such time the solution issues are resolved to the satisfaction of BPCL.
- c. The payment of 45% of the value of the Supply component (i.e. excluding the cost of Installation, integration, testing & Commissioning and CAMC Support) will be made after successful installation, integration, testing & commissioning as per contract, training & site handover of the RO. VENDOR should obtain site sign-off from BPCL/authorized representative . The payment for installation, integration, testing & commissioning shall be made RO wise only after successful site sign-off. It is also to be noted that site sign-off & final payment shall depend on the successful completion of Solution Acceptance Test (SAT). Vendor to complete the Solution acceptance as per **point no b** above before claiming the final amount and request for start of CAMC.
- d. 25% of the total CAMC Support amount for ONE YEAR will be paid after completion of every QUARTER (3 Months) of each year of CAMC Support period by the Territories.
- e. No payment shall be made during the warranty period.

In case of Foreign Offer for supply items, the responsibility of Door delivering the items at Retail Outlet site will lie with the vendor. In such case clearance charges, port landing charges & average local freight charges ,as quoted by the vendor in their price bid ,will be paid to the vendor/their authorised Indian Service Provider, in INR, at the time of release of payment for supply Items. The Custom Duty shall be re-imbursed against production of documentary evidence in INR at the time of release of payment for supply Items.

The payment will be made within 30 days after the receipt of all bills/ invoices duly certified by BPCL(Concerned Retail Territories), along with requisite required documents.

For Import Payments –Documentation required to be submitted by the vendor shall include:

- i. Bill of lading/ Airway bill
- ii. Invoice
- iii. Packing list
- iv. Receipts towards all statutory payments including custom duty
- v. Bill of Entry/ exchange control copy

On completion of the work to the satisfaction of BPCL's authorized representatives & successful site sign-off, VENDOR shall submit the final bill based on the jointly recorded measurements of the actual work done.

BPCL will have the right to suitably replace/ alter the RO site, in case the RO is not found suitable for the purpose of automation - Site changes can happen pertaining to site issues. There are three scenarios to address-- 1) prior to material delivery-- BPCL may change sites. 2) After Material Delivery at site and before commissioning -- BPCL will arrange for internal transfer to a new site, vendor to commission at the new site. 3) After Site commissioning if BPCL wishes to change RO, then BPCL will arrange for internal transfer of the material to new site. Vendor will charge for commissioning and integration charges at the new site as specified in the price bid.

#### **19. PERFORMANCE BANK GUARANTEE:**

Successful bidder must submit the performance Bank guarantee within thirty (30) days from the date of receipt of Rate Contract.

The bank guarantee must be from any scheduled bank. (Other than the co-operative banks) in India, acceptable by BPCL. Supplier shall furnish the Performance Bank Guarantee as per BPCL format (Format enclosed for ref.) through the branches of Indian Public Sector Banks operating in their country or these are counter guaranteed by Indian Bank branches in their country.

Performance Bank Guarantee from Indian branches of foreign (vendors) banks will be accepted only if the Indian Branch of the bank is recognized as scheduled bank by Reserve Bank of India. However, Bank Guarantee from foreign branch bank will be accepted only if the same is counter signed by their Indian Branch or any Scheduled Indian Bank.

#### **Submission of PBG**

- i. **PBG for Supply & Installation, integration, testing & Commissioning(Foreign Vendor):** Successful Bidders will have to submit Performance Bank Guarantee (PBG) for the performance of the Bidders obligations. A single PBG will have to be submitted by successful bidder for 10% of the total order value consisting of Supply & Installation, integration, testing & Commissioning value valid for a period of 42 months from the date of acceptance of LOI by the vendor with additional claim period of 06 months. This PBG will have to be submitted by the successful bidder as acknowledgement of the Letter of Intent.
- ii. **PBG for CAMC portion (Foreign Vendor):** Successful Bidder will have to submit a fresh PBG for 8 % of total Order value (Supply portion, Installation, integration, testing & commissioning) to Retail Engg. HQ. at least 2 months prior to the date of expiry of previous 10% PBG . This PBG will be valid for total 4 (four) years with additional claim period of 06 months to cover the CAMC period against the Annual Maintenance Contract.

In case of any loss or damage, costs, charges and expenses suffered by BPCL, by reasons such as non performance of VENDOR or any breach of any terms and conditions of the contract by VENDOR, BPCL will have the right to invoke the said bank guarantee. VENDOR shall pay to BPCL, any excess of expenditure incurred by BPCL. The decision of BPCL in this respect will be final and binding on VENDOR. It intentionally includes:

- i. Defect liability that may arise during the defect liability period (Observation period as mentioned in Methodology of Execution above)
- ii. VENDOR s non-performance as per the contract.
- iii. If the time period for the completion of work is extended, the bank guarantee will have to be extended by the same period before the expiry of the same.
- iv. VENDOR must rectify/ replace any defect in services/ materials, which may arise or lie undiscovered, at their own expense. If VENDOR fails to do so, BPCL has the right to rectify the said defects by invoking the bank guarantee. VENDOR shall pay to BPCL, any excess of expenditure incurred by BPCL. The decision of BPCL in this respect will be final and binding on VENDOR.
- v. VENDOR shall remain responsible for breach of any terms and conditions of the contract in letter and spirit and also for its satisfactory performance. In case of breach of contract, BPCL will have the right to invoke the said bank guarantee. The decision of BPCL in this respect will be final and binding on VENDOR.

For submitting the bank guarantee, the following instructions should be followed:

- i. All bank guarantees should be unconditional, without demur and can be invoked on presenting to the issuing bank.
- ii. All bank guarantees should be submitted in the prescribed format, with necessary claim period to provide sufficient time to lodge a claim after the expiry of the bank guarantee.

## **20. VALIDITY OF OFFER:**

The rates quoted against this tender shall be valid for a period of 180 Days from the date of opening of the tender.

## **21. RECOVERY FOR DOWNTIME DURING WARRANTY PERIOD:**

VENDOR to ensure that the uptime for the RO Automation system (including HOS functionalities) is at least 98% at every RO. Rs.500 (Five Hundred) per day per Retail Outlet beyond 2% permitted downtime beyond 24 hrs (complaint resolution time) for failures including partial failures calculated over total warranty period. The same will be calculated as recorded in BPCL s own system of maintenance of each Retail outlet i.e. BPCL online maintenance system- BROMA<sup>+</sup>.Please refer **Annexure B** of the technical and functional specifications document.

**For Warranty Support period, down time calculation will be as under:-**

- A. Period of calculation: From the date of successful completion of final SAT **TO** End of warranty period.
- B. Permissible downtime in RO days per RO = **2% of warranty period under calculation. ,i.e. say the warranty period under calculation is 36 months ( 1080 days) and teh no of Ros commissioned are 4900, then permissible downtime is = 2% \* 1080**
- C. Penalty calculation for = **Rs. 500/- per day per RO beyond permissible downtime (further to point no B above)**

## **22. RECOVERY FOR DOWNTIME DURING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:**

VENDOR to ensure that the uptime for the RO Automation system (including HOS functionalities) is at least 98% at every RO. Rs.500 (Five Hundred) per day per Retail Outlet beyond 2% permitted downtime beyond 24 hrs (complaint resolution time) for failures including partial failures calculated over 3 months (90 days) shall be deducted. The same will be calculated as recorded in BPCL s own system of maintenance of each Retail outlet i.e. BPCL online maintenance system- BROMA+.Please refer **Annexure B** of the technical and functional specifications document.

**For CAMC Support period, down time calculation will be as under:-**

- A. Period of calculation: **Quarterly (90 Days)**
- B. Unit of measurement : **Each RO**
- C. RO s downtime: **A RO automation, partially or fully has remained non-functional for number of days in a Quarter i.e.three months (90days).**
- D. Permissible downtime in RO days for each RO = **2% of a Quarter ,i.e. 0.02\*90 days**
- E. Penalty calculation for a Quarter (90 Days)= **(C-D)\* Rs. 500/- in case (C) > (D)**

## **23. CONFIDENTIALITY OF TECHNICAL INFORMATION:**

Architectures, Drawings, Automation Data, Technical and functional specifications, customization and other relevant details shall be the property of BPCL and shall be returned by the Vendor on demand. The Vendor shall not make use of these details for any other 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 Orders to any person, firm or body or corporate authority and shall make all endeavours 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.

The Successful VENDOR shall maintain utmost confidentiality. The vendor shall not copy any document/ information and shall not divulge any knowledge of systems or procedures of BPCL, which come to VENDOR s knowledge during the bidding or contract execution process. If there is any breach of on this account the work contract is liable to be terminated by BPCL

BPCL will have the right to take appropriate legal action against VENDOR for breach of any copyright or infringement of intellectual property of BPCL disclosed to VENDOR during the bidding or contract execution process.

## **24. Submission of Invoices:**

All the Invoices should be addressed in the name of - Respective Retail Territories.

All invoices must be Tax invoices and must at least have following Basic Entries.

- a) Invoice should be addressed as mentioned above
- b) It should have a Serial number and date
- c) Name, address, and registration number of the vendor/service provider.
- d) Name and address of the recipient of service (BPCL)
- e) Description, Classification and Value of taxable goods and service being rendered
- f) The amount of service tax payable should be mentioned separately along with rate of service tax and break-up of the same.
- g) Break up of applicable taxes as paid by the vendor such as Excise, Sales tax (VAT/CST),etc

h) Local freight with breakup of applicable taxes on the same.

The call off letters shall specify the billing address as well as shipping address. Vendor to mention the same in his invoice clearly.

#### **25. Road permits:**

BPCL would provide the required Road Permits/Way bills as applicable for dispatch of tendered items. Vendor will have to intimate BPCL Retail Territory atleast 20 days in advance for the required number of Road Permits/Way bills to adhere to timely delivery of the tendered Items.

The responsibility for the safety, security and accounting of the materials and equipment brought or installed by the successful vendor or handed over to him by BPCL for completion of the Retail Automation Solution will remain with vendor till the successful site sign-off is completed. Any damage caused to the material/ equipment during the execution of Retail Automation Solution will be made good by the successful vendor at his cost.

The successful Vendor shall submit to BPCL office, periodic progress reports of its Retail Automation Solution as stipulated by our Site Engineer.

The successful vendor shall not undertake himself any change in specifications mentioned in the tender documents. In case of doubts vendor shall refer the matter in writing to BPCL and act as per clarifications given by BPCL.

If the performance of the successful vendor is found to be unsatisfactory, BPCL reserves the right to cancel in part or the whole of the contract and get the job executed through alternative means at the entire risk and cost of the successful vendor.

#### **26. WORKING HOURS**

The Retail Automation Solution in the existing Company's premises should be carried out during the Retail Outlet working hours and without obstructing day-to-day operations in the establishment. If any Retail Automation related activity is required to be carried out beyond normal Retail outlet working hours, prior permission should be obtained before undertaking such activities.

#### **27. OTHER CONDITIONS**

The progress of Retail Automation Solution is likely to be interrupted on account of routine operations at the Retail Outlet. Stowage of Retail Automation Solution under such circumstances shall not entitle the successful vendor to claim any compensation for idling, machinery etc. during such interruptions.

The successful vendor shall arrange for at least one competent supervisor to be present at site at all times during the execution of Retail Automation Solution at RO, who shall be duly authorized to take instructions from BPCL and execute them.

The successful vendor and his team shall abide by all security / Safety rules / regulations in force at locations and the laws, bye laws, and statues of Government, semi-Government and other local authorities such as requirements / liability under enactment like Contract Labour Act, etc. as required for successful implementation of the Retail Automation project. BPCL shall stand indemnified against any claims on these aspects. The successful vendor and his team shall strictly abide by No Smoking and other applicable petroleum regulations on the premises.

## **28. FIELD MANAGEMENT**

Vendor shall co-ordinate with the various agencies deputed by BPCL for carrying out Automation associated jobs like cabling, conduiting, placing of automation rack, etc. to ensure timely completion of Retail Automation job. It shall be responsibility of the vendor to plan and execute strictly in accordance with the instructions of BPCL's site in-charge.

## **29. SITE PARTICULARS:**

Non-familiarity with the site conditions will not be considered as reasons for extra claims or for not carrying out the Retail Automation job in strict conformity with the approved drawings and technical and functional specifications.

### **I. COMPLETION DOCUMENTS:**

As a part of completion documents, the Vendor shall submit in triplicate the following documents.

- a. The technical documents according to which Retail Automation job was carried out.
- b. Details of equipments and Test/Configuration reports.
- c. Operations & maintenance manuals of Automation equipments.
- d. FAT & SAT compliance documents
- e. Site sign-off document
- f. Training confirmation from BPCL Engineering in-charge/authorized dealer.
- g. Any other documents as stated elsewhere in the tender/contract.
- h. Vendor has to provide following Manuals ( in e-Form) for components of the system and for the whole system.
  - i) Technical Document
  - ii) Operation Manual
  - iii) Maintenance manual

Vendor has to provide hard copies of the above mentioned manuals in the following manner:

- i) One set at each of the Territories
- ii) One set for BPCL Regional Offices.
- iii) One set for BPCL RHQ

## **30. Integrity pact (IP):**

Integrity pact (**IP**) is a pact between BPCL (as a purchaser) on one hand and the prospective bidder on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in the purchasing activities of the corporation.

It is mandatory to sign and return our **pre-signed IP document** (with two numbers of witnesses, place & date). This document is essential for binding.

- A. Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder s failure to return the **IP** duly signed along-with the bid documents shall result in the bid not being considered for further evaluation and liable to be rejected.
- B. If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from bidder liquidated damages amount by forfeiting the EMD/ Bid Security as per provisions of the integrity pact.
- C. If the contract has been terminated according to the provisions of the Integrity Pact or if BPCL is entitled to terminate the contract according to the provisions of the integrity pact, BPCL shall be entitled to demand and recover from contractor liquidated damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee as per provisions of the integrity pact.
- D. Bidders may raise disputes/ complaints, if any, with the nominated independent external monitor (IEM) as under:

Name, Address and Contact Number of Independent External Monitor:

1	Name of IEM	<b>Shri Brahm Dutt</b>
2	IEM address	1/8 Safdarjung Enclave, New Delhi - 110029
3	IEM mobile no	9871920282
4	Name of procuring officer	Payal Agarwal
5	Procuring officer office address	BPCL, A Installation, Sewree Fort Road, Sewree(E), Mumbai 400015.
6	Procuring officer landline No.	24176395
7	Procuring officer Cell No.	9833085881

For details, please refer enclosed **IP** pact document.

## **Annexure IV**

### **Proof OF Concept:**

As part of technical qualification, every bidder shall be required to demonstrate the below mentioned functionalities within 30 days from date of intimation. Only the successful bidders shall be considered for the commercial bid opening.

1. Bidder should demonstrate successful integration of proposed FCC with any of the MPDs such as GVR, Midco and Dresser Wayne at one Retail Outlet. The integration shall include:
  - a. Start and Stop of MPD/nozzles
  - b. New Price updation through FCC
  - c. Support multiple decimal settings in connected MPDs at ROs.
  - d. Picking up MPD totalizer readings on cumulative basis at least 10.2 format of digit value.
  - e. Switch pump to reconciliation mode - Reconciliation Mode means that the site controller will try to carry out the Shift reconciliation and fetch totaliser readings from all the connected MPDs. If some MPD is not responding with its totaliser reading due to its fuelling state, a suitable warning will be displayed on the FCC GUI on the monitor. In this case re-conciliation will wait to fetch the readings from the MPD/nozzle (to complete the fuelling/payment) and complete the reconciliation without any manual intervention.
  - f. MPD operation using RFID tag reader and RFID tag.
2. Bidder should demonstrate successful integration of proposed FCC with the Auto tank gauging system (Franklin Fuelling OR GVR make) that includes:
  - a. Capturing of Tank data like product. Quantity, temperature, water, on-line density (if supported by ATG), etc.
  - b. Setting up continuous communication/polling for fetching & storing tank details and exceptions including ATG alerts like high level/low level, high water, etc. supported by ATG system.
  - c. Capturing ATG data in reconciliation mode.
  - d. Setting up communication to pick up decanted bulk receipt information from tanks.
  - e. For a particular tank, all the connected nozzles should stop in following scenarios:
    - i. If product in any underground tank level goes down beyond a configurable limit.
    - ii. If water level in any underground tank level goes up beyond a configurable limit.
    - iii. If ATG probe is not working.
    - iv. If console is down, all the forecourt nozzles should stop.
3. FCC should be connected to the standalone Monitor over VGA/HDMI for report viewing and handling Automation related operations at RO.
4. Bidder should demonstrate successful integration of EDC (any make) over Ethernet or serial port with FCC. The integration shall include:
  - a. Receipt printing for the transactions from the connected MPDs.
5. Bidder should demonstrate successful integration of FCC with connectivity mediums like:
  - a. Wireless: CDMA or GPRS dongles (directly connected to FCC)
  - b. Wired: LAN connectivity for VSAT or broadband



6. Auto SMS: Bidder should demonstrate SMS through Automation system for the fuelling transaction.
7. Bidder should demonstrate following two reports as per Annexure D & E :
  - a. ROIR (Retail Outlet Inspection Report)
  - b. Audit Trail for Individual Transactions
8. Bidder should demonstrate successful data transfer to Head Office Application. The Head office application should be set up and demonstrated on different machine/server. Sample reports like audit trail, etc shall be checked for the data integrity.

**Note:** Bidder shall be required to qualify on all the technical and function requirements mentioned in the tender along with above mentioned POC conditions..

## **Annexure V**

**Technical & Functional Requirement/Specifications along with SLA during warranty and CAMC period is uploaded as a separate annexure.**

## **Annexure VI**

### **Proforma Of Integrity Pact**

**Pre-signed Proforma of Integrity Pact is attached in the e-tender. Bidders have to download the Pre-signed Proforma Integrity Pact and upload the same in the e-tender Bid Forms, duly signed and witnessed.**

## Annexure VII

### General Instructions to bidders for E-Tendering

1. Interested parties may download the tender from BPCL website [www.bharatpetroleum.in](http://www.bharatpetroleum.in) (or) <http://eprocure.gov.in> (or) from the e-tendering website <https://bpcl.eproc.in> and participate in the tender as per the instructions given herein, on or before the due date and time of the tender. The tender available on the BPCL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender on-line on the e-tender system available on <https://bpcl.eproc.in>.
2. For registration on the e-tender site <https://bpcl.eporc.in>, you need to download the User Instruction Manual from the site and read it. They shall have to select Enrollment and complete the Supplier Registration Form by filling in all the information correctly. Kindly remember the login id, password entered therein. After you complete this process, system will generate an e-mail wherein a system generated Challenge Phrase will be mailed to you to complete balance registration process.
3. As a **pre-requisite for participation in the tender**, tenderers 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. 91-22-66865600) 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.

4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcl.eproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such tenderers, who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the tenderer. They have the choice of making changes in their bid before the due date and time.
5. All the tender documents and Annexures, Bid Qualification, Technical & Functional Requirement, POC, Techno-commercial and Other Details, Price Bid and declaration forms as well as all uploaded documents shall form the part of the tender. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Tenderers are requested to carefully study all the documents/annexures and understand the conditions, specifications etc, before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

**The entire tender document consists of three PDF files as follows and can be downloaded by the bidder/ vendor.**

- a) **Main tender document**
- b) **Technical and Functional Requirements along with SLA during Warranty and CAMC period**
- c) **Integrity Pact**

The Tender document consists of the following Online Bid/Tender Common forms:

- a) Covering Letter
- b) **Bid Qualification Criteria form: Refer details below**
- c) General Purchase Conditions: For acceptance
- d) Special Purchase Conditions: For acceptance

- e) **POC form:** For acceptance
- f) **BOQ Form: Refer details below**
- g) **Technical Compliance form / Technical Deviation Data Sheet /Technical Document Upload: Refer details below**
- h) Integrity pact (upload)
- i) General Instruction To Bidders: for acceptance
- j) Local / Indigenous Purchase- Techno Commercial Terms & Conditions: For input/ acceptance by bidder/ vendor (Refer tender document for details)
- k) Import Purchase - Techno Commercial Terms & Conditions : For input/ acceptance by bidder/ vendor (Refer tender document for details)
- l) Check list for document submission: For confirmation by bidder/ vendor
- m) Holiday listing/ Black listing (download)
- n) Holiday listing/ Black listing (upload)
- o) Vendor undertaking: For acceptance
- p) Authorization letter for the Indian representative (for upload)
- q) Details of relationship with BPCL Directors: For input by bidder/ vendor
- r) **Price bid form (Excel download for reference only)**
- s) Vendor registration details: For input by bidder/ vendor along with document upload

- **Bid Qualification criteria form:**

This form will have the following:

BPCL Bid Qualification criteria	Vendor s details/ compliance/ documents uploaded

**Column 1, Bid Qualification criteria :** Here the criteria for Bid Qualification and the documentary evidence required for the same will be mentioned.

**Column 2, Vendor s details/ compliance/ documents uploaded:** Here, vendor has to confirm that they qualify against the respective criteria mentioning list of documentary evidence attached/ uploaded for the same.

- **BOQ Form:** This form will have the following columns:

BOQ Item	Quoted	Indigenous- Local/ Import supply

**Column 1, BOQ Item :** Here the tendered items will be mentioned.

**Column 2, Quoted:** Here, vendor has to confirm that they have quoted for the item in the price bid

**Column 3, Indigenous-Local/Import Supply:** In this column, vendor has to mention whether the item is offered as local supply (in INR) or import supply (in foreign currency) against the requisite BOQ item.

- **Technical & Functional Requirement Compliance Form :** This form will have following columns:

BPCL Specifications	Vendor s Offer/ compliance

**Column 1, BPCL Specifications:** This column will detail out the various technical/ functional requirements pertaining to the tendered item/s by BPCL.

**Column 2, Vendor s Offer/ Compliance:** Vendor has to mention the offered make/ model with corresponding compliant features in this column against the respective item and confirm compliance. In case of deviation if any, to the specific specification requirement, the same shall also be mentioned in column 2 against this specification point.

**Technical Deviation Data sheet:** all the deviations as mentioned in the technical compliance form, shall be mentioned in this sheet in a consolidated manner. Reference may be given to the technical compliance form. However, it is mandatory to mention the same in this form. Deviations if any, mentioned anywhere else but not mentioned in the technical compliance/ technical deviation in this form will not be considered.

Please do not mention here Refer our technical document for the deviations .

**Price Bid Form:** Please refer the clause on Price Form. Also, vendor/ bidder may download the excel forms for price calculation to be used only as an internal calculation sheet. This excel shall not be uploaded anywhere in the bidding process. Prices quoted against the respective price forms only will be used for evaluation purpose.

**Forms which are not required to be used, please quote zero price against the tendered item/s in the same.**

**The prices mentioned in the above price bid forms will only be considered for evaluation. Prices mentioned elsewhere in your offer will not be considered for evaluation.**

**The applicable taxes and duties will be loaded on the quoted price to arrive at the delivered cost of the tendered item/s by BPCL.**

Vendors can submit deviation if any in the deviation section provided in the tender with proper justification.

In case no. of pages to be uploaded are more, then the same can also be zipped and uploaded. The supporting documents should be serially numbered and total number of pages uploaded, should be indicated.

6. Directions for submitting on-line offers, electronically, against e-procurement tenders directly through internet:
  - (i) Tenderers shall have to log on to the website (<https://bpcl.eproc.in>) for submitting their bid.
  - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
  - (iii) 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.

- (iv) Once the entire process of submission of on-line 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.
  - (v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
  - (vi) No manual bids/offers along with electronic bids/offers shall be permitted.
  - (vii) It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of Tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on its account thereof. (this should be part of covering letter)
  - (viii) Once the BQ (or) techno-commercial (or) un-priced commercial bids are opened, tenderers 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.
  - (ix) Subsequently, once the price bids are opened, tenderers can see the rates quoted by all the participating bidders using the same option.
7. 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.
8. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

1. For system related issues :
  - a. M/s.C1 India at contact no. 66865600 or 022-24176419 followed with an e-mail to [bpclsupport@c1india.com](mailto:bpclsupport@c1india.com).
  - b. Procurement Manager of M/s. BPCL at contact no 022-24176395 /09833085881 followed with an e-mail to [payalagarwal@bharatpetroleum.in](mailto:payalagarwal@bharatpetroleum.in)
2. For tender related queries
  - a. Procurement Manager of M/s. BPCL at contact no 022-24176395 / 09833085881 followed with an e-mail to [payalagarwal@bharatpetroleum.in](mailto:payalagarwal@bharatpetroleum.in)
  - b. Procurement Leader of BPCL at contact no 022-24176404/ 9833991951 followed with an email to [ahira@bharatpetroleum.in](mailto:ahira@bharatpetroleum.in)

**The responsible person of the tender is Procurement Leader of BPCL at contact no 022-24176404.**

## Annexure VIII

### Techno-commercial Details

#### Following Details have to be filled online:

TECHNO-COMMERCIAL BID -FROM FOREIGN VENDOR		
	VENDOR S NAME	M/S
Sr. No.	BPCL REQUIREMENT	Vendor to provide/ Confirm Details/Acceptance of the Terms
1	Please submit your quotation as per latest INCO terms 2000/2010 and indicate the following;  · Item Number · Description and Part Number, · BTN Classification / Custom Tariff Number and · Quantity	
2	Please mention Country of Origin	
3	Please mention Port of Loading . (Preferably load port should be main airport in your country viz JFK for USA, LHR for UK, Tokyo for Japan, Amsterdam for Netherlands, Zurich for Switzerland, Milano for Italy, Frankfurt for Germany etc)	
4	Please mention Gross weight, Net weight and no. of packages.	
5	Please Mention the currency in which you have quoted (USD/GBP/EURO/Japanese YEN)	
6	<b>Validity of offer: Your quotation should be valid for 180 days from the due date of this tender and prices will remain firm till the supply is completed.</b>	
7	Placement of order: the order will be on CIF basis with delivery duty paid. All pre shipment and post shipment charges at the country of export shall be to shippers account which would include HAWB charges, airport transfer fee, handling charges, loading unloading charges, security fee if any, export fee and any other charges applicable at the load port. copy of non- negotiable documents to be submitted along with the invoice.	
8	TERMS OF PAYMENT : Payment will be made as per the payment terms mentioned in the Special Purchase Conditions.	
9	Performance Bank Guarantee : Vendor/ bidder shall furnish the Performance Bank Guarantee as per format enclosed in the tender document and as per the special purchase conditions through the	



	branches of Indian Public Sector Banks operating in their country or these are counter guaranteed by Indian Bank branches in their country. Performance Bank Guarantee from Indian branches of foreign (vendor s) banks will be accepted only if the Indian Branch of the bank is recognised as scheduled bank by Reserve Bank of India. However, Bank Guarantee from foreign branch bank will be accepted only if the same is counter signed by their Indian Branch or any Scheduled Indian Bank.	
<b>10</b>	Your quotation should be for materials strictly in accordance with the specifications mentioned in the tender and in case you offer materials with alternate specifications it should be clearly specified. Submit complete technical literature/ catalogue for the item you are offering.	
<b>11</b>	Please confirm that you have quoted Average Freight Charges inclusive of all applicable taxes and Insurance Charges from your works to the respective location on Door Delivery basis by Road ;in your Price Bid.	Yes /NO
<b>12</b>	Please confirm that you have uploaded all the required documents as per tender terms and as per the check list for documents .	
<b>13</b>	Vendor shall confirm that the instrument supplied is of the latest technology, Up-gradable and should not become obsolete at least for a period of 5 years.	
<b>14</b>	The software package should be of latest version and up-gradable for 5 years, free of cost.	
<b>15</b>	Vendor has to provide following Manuals for entire Automation System & its components as mentioned in the Special Purchase Conditions.	
	i)Technical Document	
	ii)Operation Manual	
	iii)Maintenance manual	
<b>16</b>	Bankers Detail: Please provide banker s details for remittance of payment etc.	
<b>17</b>	Please provide the Indian Service Provider s Address details; such as Contact persons name, contact no., e-mail address etc	
<b>18</b>	Please confirm whether you have uploaded Tender Specific Authorisation letter for your Indian Service Provider	
<b>19</b>	Vendor to note that Exchange rate available in the Reserve Bank of India (RBI) web site ( <a href="http://www.rbi.org.in">http://www.rbi.org.in</a> ) on the date of price bid Opening will be considered for price evaluation .	

**Techno-commercial Terms and Conditions – Indigenous:**

<b>TECHNO-COMMERCIAL BID -FROM INDIAN VENDOR</b>		
	<b>VENDOR S NAME</b>	<b>M/S</b>
<b>Sr. No.</b>	<b>BPCL REQUIREMENT</b>	<b>Vendor to Confirm Details/Acceptance of the Terms</b>
<b>1</b>	Validity of offer: Your quotation should be valid for 180 days from the due date of this tender and prices will remain firm till the validity of the contract period.	
<b>2</b>	TERMS OF PAYMENT : Payment will be made as per the payment terms mentioned in the Special Purchase Conditions.	
<b>3</b>	Performance Bank Guarantee : Vendor/ bidder shall furnish the Performance Bank Guarantee as per format enclosed in the tender document and as per the special purchase conditions through the branches of Indian Public Sector Banks.	
<b>4</b>	Vendor has to provide following Manuals for entire Automation System & its components as mentioned in the Special Purchase Conditions.	
	i)Technical Document	
	ii)Operation Manual	
	iii)Maintenance manual	
<b>5</b>	Delivery Schedule: Vendor should refer the delivery schedule as per SPC and confirm their acceptance	
<b>6</b>	Please confirm that you have quoted Average Local Freight Charges inclusive of all applicable taxes and Insurance Charges from your works to the respective location on Door Delivery basis by Road; in your Price Bid.	Yes /No
<b>7</b>	Please confirm that you have uploaded all the required documents as per tender terms and as per the check list for documents .	Yes /No
<b>8</b>	Vendor shall confirm that the instrument supplied is of the latest technology, Up-gradable and should not become obsolete at least for a period of 5 years.	
<b>9</b>	The software package should be of latest version and up-gradable for 5 years, free of cost.	
<b>10</b>	Please Provide the Vendor s contact details and Address of Vendor s Works	
<b>11</b>	<b>Vendor to note that following commercial elements quoted by them will be uploaded in the system by CPO (Mktg) before opening of their price bids. These elements quoted elsewhere in the tender will not be considered by us for evaluation.</b>	

<b>i</b>	Please confirm the rate of Excise Duty (inclusive of Cess) applicable on Items offered in percent(%)	Vendor to confirm Excise duty (inclusive of cess) in % applicable on offered Items.Item 10 : % ;Item 20 : % ,Item 30: .....% etc.Vendor should mention Nil if in case Excise duty is not applicable.
<b>ii</b>	Please confirm the rate of Central Sales tax applicable on Items offered in percent(%)	Vendor to confirm Central Sales Tax in % applicable on offered Items. Item 10 : % ;Item 20 : % ,Item 30: .....% etc. Vendor should mention Nil if in case Central Sales Tax is not applicable.
<b>iii</b>	Please confirm the rate of Service Tax (inclusive of Cess) applicable on Installation and Commissioning Charges ; in percent(%)	
<b>iv</b>	Vendor/bidder to confirm whether BOQ items offered are being sourced from Maharashtra to enable BPCL to take the input tax credit.	Yes /No

Note: In case of any Deviation kindly mention in the Deviation Sheet with proper Justification.

## Annexure IX

### Declaration Forms:

#### i. Holiday Listing/ Black listing

##### PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

I/ We hereby declare that I/we, M/s. \_\_\_\_\_, has or have not been placed on blacklist or holiday list declared by any Government, semi-Government & Public Sector undertakings including the Oil companies or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below

(Here give particulars of blacklisting or holiday listing and in the absence thereof state NIL )

It is understood that if this declaration is found to be false in any particular, BPCL 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 Bidder: \_\_\_\_\_

Date : Name of Signatory: \_\_\_\_\_

This declaration should be submitted along with Bid/offer.

#### ii. Vendor Undertaking:

Vendor shall provide undertaking for following

- a) For supply of Automation items like Fore Court Controller (FCC), License for Automation Software, Monitor, EPS, Network router, RFID Tag and RFID Tag Reader; if not manufactured by the bidder and sourced from another vendor, then to ensure that the automation works as a single system; vendor shall provide an undertaking that they would provide Back to Back guarantee from the Original Equipment Manufacturer (OEM). The guarantee shall mention that the OEM shall ensure all necessary support, availability of spares etc for these items for a continued operation of the system as a whole for the entire period of four years of CAMC support.
- b) In case the vendor intends to carry out the installation, commissioning and Comprehensive AMC through an Indian service provider, they shall provide an undertaking that in case of failure of any sort by the service provider, they themselves own the responsibility to carry out the installation, commissioning and Comprehensive AMC by themselves &/or through another Indian service provider at their own cost and risks.

#### iii. Authority letter for Indian Service Provider:

**Bidder/ Vendor should upload authority letter for his Indian service provider clearly specifying the name/ address/ responsible person of his service provider along with the activities for which he is authorized.**

#### iv. Details of relationship with BPCL directors

##### DETAILS OF RELATIONSHIP WITH BPCL DIRECTORS

PART- A (Applicable where Manufacturer is Sole Proprietor)	
1.Name of Tenderer	
2.a.Office Address	

2.b.Residence Address	
3.Telephone	
4. State whether manufacturer is related to any of the director(s) of BPC	
5.If Rs. Yes to 4, state the name of the Director and manufacturer s relationship with him/her.	
<b>Put NA whichever is not applicable</b>	
<b>PART- B (Applicable where the manufacturer is a partnership firm)</b>	
1. Name of the Partnership firm	
2.Address :	
3.Name of Partners	
4.State whether any of the partner is a Director to BPC	
5. If Rs. Yes to 4 ,state the names(s) of Directors.	
6.State whether any of the partner is related to any of the Director(s)of BPC	
7.If Rs. Yes to 6 state the name(s) of Director(s) and the concerned Partner s relationship with him/her.	
<b>Put NA whichever is not applicable</b>	
<b>PART - C (Applicable where the Manufacturer is a Public or Private Ltd. Co.)</b>	
1. Name of the Company	
2.a.Address of Regd. Office	
2.b.Address of Principal Office	
3.State whether the company is a Pvt. Ltd. Co. or Public Ltd Co.	
4. Names of Directors of the Company	
5.State whether any of the Director of your Company is a Director of BPC .	
6.If Rs. Yes to (5) state the name(s) name(s) of the Director	
7.State whether any of the Director of your Company is related to any of the Director s of BPC.	
8.If Rs. Yes to (7) state the name(s) of Director and the concerned Director s (of the Vendor) relationship with him/her.	
<b>Put NA whichever is not applicable</b>	

## Annexure X

### Other Forms

#### Part I: Check list for document submission:

Document	Attached / Submitted/ Uploaded	Remark
EMD		
Documents in evidence for BQ criteria		
Technical document upload		
Integrity pact		
Declaration for Holiday listing/ black listing		
Details of the parent and subsidiaries (direct or indirect) companies if vendor is a part of group companies as mentioned in Annexure I- Bid qualification Criteria if applicable.		
Copy of PAN Card		
MSME Registration Certificate (Micro and Small) [if applicable]		
Certified copies of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies (if applicable).		
Vendor undertaking		
Authority letter for local/ Indian service provider		

#### PART II: PRICE BID

Vendors have to submit Price Bids online. Six formats of Price Bids have been provided.

Vendors have to quote for all the required items and shall offer 100% quantity against all the required quantities otherwise their bids will not be considered.

#### Price Form Document:

There are total six price bid forms.

Item no	Item description	Local/ Indigenous supply in INR	Import supply by foreign vendor in foreign currency (USD/GBP/EURO/ Japanese YEN)
1	Site controller system- FCC	FORM I	FORM II
2	Monitor	FORM I	FORM II
3	Network Router	FORM I	FORM II
4	RFID Tag	FORM I	FORM II
5	RFID Tag Reader	FORM I	FORM II
6	License cost for Automation software	FORM III	FORM IV
7	License cost for EPS software	FORM III	FORM IV
8	Installation, Integration & Commissioning	FORM V	NOT ALLOWED IN FOREIGN CURRENCY. FORM V TO BE USED IN INR
9	CAMC Charges	FORM VI	NOT ALLOWED IN FOREIGN CURRENCY. FORM VI TO BE USED IN INR

FORM I & FORM II are for component supply Indigenous & Import respectively.  
 FORM III & FORM IV are for software license fees Indigenous & Import respectively  
 FORM V is for Installation and commissioning per RO in **INR ONLY**.  
 FORM VI is for CAMC Charges per RO in **INR ONLY**.

For Installation, Integration & Commissioning and CAMC, only one price form in INR is to be used. For other supply items and License cost, both Local and Import price forms are available. Vendor/ Bidder shall select one of these forms while bidding, based on whether the item is being offered locally in INR or as import / foreign supply in USD/GBP/EURO/ Japanese Yen by foreign vendor/ bidder. Local vendor/ bidder can not bid in foreign currency. Vendor/ bidder shall enter zero value for price form not required to be used.

For eg. If a local vendor/ bidder offers a supply item in INR using Price Form I, he/she should enter zero price for the same item in the Price Form II for import supply price form.

**EXCEL DOWNLOAD FOR CALCULATION:**

An excel download of each of the price form has been provided in the tender document. Vendor/ bidder may download this excel and use for his internal calculations/working only. However, the price evaluation shall be through system entered price bids only and not based on excel calculations.

**LOADING:**

Following details for price forms shall be entered by the bidder in the techno-commercial terms and conditions for Local / Indigenous &/or Import respectively. The loading factors by BPCL will be loaded at the time of price bid opening shown under Loading in the respective price forms for evaluation. The exchange rate as applicable on the date of price bid opening shall also be entered as a loading factor by BPCL.

**Price Form I : For component supply: (Local/ Indigenous supply - to be entered by the vendor)**

<b>a</b>	<b>Excise % (inclusive of cess)</b>
<b>b</b>	<b>S.T./ (CST/VAT) in %</b>
<b>c</b>	<b>VAT Set Off Applicable (Sourcing of material from Maharashtra): YES/ NO</b>

**Price Form II : For Component supply: (Imported Supply - to be loaded by BPCL)**

<b>a</b>	<b>Basic Custom Duty Per UOM in %</b>
<b>b</b>	<b>CVD Per UOM in %</b>
<b>c</b>	<b>Edu. Cess Per UOM in %</b>
<b>d</b>	<b>Sec. High. Ed. Cess Per UOM in %</b>
<b>e</b>	<b>Custom Ed. Cess Per UOM in %</b>
<b>f</b>	<b>Cust. Sec. &amp; high ed cess Per UOM in %</b>
<b>g</b>	<b>Additional Duty Per UOM in %</b>

**Price Form III : For software License fees: (Local Supply - to be loaded by BPCL)**

<b>a</b>	<b>% of License fees on which Service Tax is applicable</b>
<b>b</b>	<b>% of License fees on which VAT/S.T. is applicable</b>
<b>c</b>	<b>Service Tax (inclusive of cess) on License fees in %</b>

d	ST/ VAT on License fees in %
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**Price Form IV: For software License fees: (Import Supply -- to be loaded by BPCL)**

a	Basic Custom Duty Per UOM in %
b	CVD Per UOM in %
c	Edu. Cess Per UOM in %
d	Sec. High. Ed. Cess Per UOM in %
e	Custom Ed. Cess Per UOM in %
f	Cust. Sec. & high ed cess Per UOM in %
g	Additional Duty Per UOM in %

**Price Form V : (For Installation, Integration and commissioning- to be entered by the vendor)**

a	Service Tax (inclusive of cess) on Installation, integration & commissioning charges in %
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**Price form VI : (For CAMC Charges - to be loaded by BPCL)**

a	% of CAMC charges on which Service Tax is applicable
b	% of CAMC Charges on which VAT/S.T. is applicable
c	Service Tax (inclusive of cess) on CAMC in %
d	ST/ VAT on CAMC in %