

**BHARAT PETROLEUM CORPORATION LIMITED, MUMBAI REFINERY, MAHUL,
MUMBAI – 400 074. INDIA**

CENTRAL PROCUREMENT ORGANISATION [CPO – R]



TENDER CRFQ NUMBER 1000307352 DATED 31.05.2018

E TENDER NUMBER 41855

**PROCUREMENT, INSTALLATION AND COMMISSIONING OF TELECOMMUNICATION
SYSTEM FOR BPCL MMBPL AND BKPL LOCATIONS**

DUE ON 03.07.2018 (14:00 HRS – IST)

PRE BID MEETING- 12.06.2018 10:00 HRS-IST at MUMBAI REFINERY OFFICE

Tel No. +91 22 25533225, +91 22 25533202

Email : tabassumn@bharatpetroleum.in, chaudharyar@bharatpetroleum.in

INDEX TO TENDER DOCUMENTS

Sr. No.	Description	Annexure	Page
1	Notice Inviting Tender		3
2	Instruction to Bidders.	A	4 - 28
3	Technical Specifications and Scope of Work	B	Separate attachment
4	Price Schedule – Indian Bidder Price Schedule – Foreign Bidder	C1 C2	Separate attachment
5	Agreed Terms & Conditions	D	29 - 33
6	Deviations to Tender Document	E	34
7	Pro-forma of Declaration of Holiday Listing	F	35
8	General Purchase Conditions and General conditions of contract	G	Separate attachment
9	Integrity Pact	H	36 - 39
10	Bidders Information	I	40 - 41
11	Proforma For Bank Guarantee - EMD	J	42 - 43
12	Pre Qualification Criteria	K	44 - 52

**BHARAT PETROLEUM CORPORATION LIMITED
CENTRAL PROCUREMENT ORGANIZATION (REFINERIES)
MAHUL, MUMBAI – 400 074, INIDA**

Phone: +91 22 25533225, +91 22 25533202

GLOBAL NOTICE INVITING TENDER

CRFQ NUMBER 1000307352 Dated 31.05.2018

Bharat Petroleum Corporation Limited, CPO (R) invites offers for supply, commissioning and installation of telecommunication system for BPCL MMBPL and BKPL locations.

Details of tender are available and can be downloaded from any of the following websites.

BPCL's e-procurement platform <https://bpcleproc.in>

www.bharatpetroleum.in → Tenders → View Tenders → Select Department → CPO (Refineries)

Central Procurement Portal <http://eprocure.gov.in/cppp>

Important: All updates, amendments, corrigenda etc; if any, will be posted on the above websites as and when required. There will not be any publication of the same through newspapers or any other media.

Place: Mumbai, 31.05.2018

CPO (R)

ANNEXURE - A**INSTRUCTIONS TO BIDDERS**

Subject: Request for Quotation for supply, commissioning and installation of telecommunication system for BPCL MMBPL and BKPL locations

- 1.0 Bids are invited for supply commissioning and installation of telecommunication system for BPCL MMBPL and BKPL locations in complete accordance with tender documents and its attachments.

Pre-Bid Meeting: The pre-bid meeting will be held in BPCL's Mumbai Refinery, Mahul, Mumbai 400 074, India on 12.06.2018 at 10.00 HRS (IST). The bidders who wish to participate can send pre bid queries by 10.06.2018 and the following details to Ms. Tabassum Das, Senior Procurement Manager CPO (R) by e-mail tabassumn@bharatpetroleum.in so that the necessary entry pass can be arranged. In case the bidder's representative is a foreign national, then the representative will contact on or before 10.06.2018.

Details to be provided: Name of Visitor, Nationality, Company's Name, and Mobile Phone Number; In case of foreign national copy of passport and visa to be submitted.

2.0 Submission of Tender:

- 2.1 Bids should be submitted in "THREE BID SYSTEM" i.e. "Pre Qualification", "Un-priced Bid / Technical Bid" & "Priced Bid" through e-tendering portal.
- 2.2 "PQ Bid" with all listed documents mentioned below to be submitted on or before due date/extended due date (Refer Annexure L for PQ criteria).

All required documents as per PQ criteria mentioned in Annexure K

- i. Scan Copy of EMD (Demand draft/ Bank Guarantee/ Valid EMD Exemption Certificate (if any).
 - ii. Declaration of Holiday Listing to be submitted properly filled.-Ann F
 - iii. Contact details of Vendor duly filled, signed and stamped- Ann G
 - iv. Scanned copy of Bidder's PAN, GST Tax Registration Certificate
 - v. Integrity Pact Document duly filled, signed and stamped on each page.
Bidders to submit original IP hard copy within 10 days of tender opening date-Ann H.
 - vi. Any other supporting documents/ information in support of the bid.
 - vii. For foreign bidders, Tax residency certificate.
- 2.3 "Un-priced bid/Technical Bid" complete with all technical and commercial details other than price shall be submitted. Accordingly, this shall contain the following:
- i) Bidder's covering letter with technical details / brochure of the material offered by the bidder.
 - ii) These **Instructions to bidders** (Annexure A) duly signed & stamped in all pages in token of acknowledgement and acceptance.
 - iii) **Technical Specifications** of (Annexure B) duly signed & stamped in all pages in token of acknowledgement and acceptance.
 - iv) **Price schedule** (Annexure C) with an indication "Quoted" instead of prices i.e. without mentioning values. Other applicable information such as Product Name(s), Quantity, P & F Charges, Statutory Levies, Taxes, Any Other Charges.

- v) **Agreed Terms and Conditions** of BPCL (Annexure D) duly filled in, signed and stamped in all pages.
- vi) **List of Deviations** to tender document (Annexure E).
- vii) BPCL's General **Purchase Conditions** (GPC) - (Annexure G) and General contract conditions (GCC) signed & stamped in all pages in token of acceptance and acknowledgement. **In case of any difference between the conditions mentioned elsewhere in the tender document and GPC/GCC, the conditions mentioned in the tender document shall prevail.**
- viii) Format for **Bidder's Information** (Annexure I) duly filled in, signed and stamped.
- ix) Copy / Copies of **Corrigendum** issued (if any), duly signed & stamped in all pages in token of acceptance and acknowledgement.
- x) **MSE Vendor (Manufacturers only)**
 - a. The unit should be registered with National Small Scale Industrial Corporation Limited (NSIC) or with any of the Authorities specified under the Public Procurement Policy for MSE's.
The unit should be registered for the item tendered.
The monetary limit, if any, indicated in the registration certificate should cover value of items ordered.
The registration certificate is valid for a period at least up to validity of the offer.
 - b. Self attested copy of all the pages of EM-II certificate issued by appropriate authority mentioned in Public procurement policy of MSEs – 2012 should be submitted in support of above.
 - c. Bidder's declaration / affidavit on Organization / Company Letter Head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.
- xi) **Any other document / information** which bidder may like to submit, to establish that the offered material would meet BPCL's requirement.

4. Evaluation of Offers.

- 4.1 Quoted prices in Indian Rupees for Indigenous Supply and in Foreign Currency for Imported supply shall be considered for evaluation. For evaluation purposes, all quoted values would be converted to Indian Rupees at SBI TT Selling Rates on date previous to date of opening of price bid or the last available rate for comparison of quotes.
- 4.2 Loading for Taxes and Duties:
 - Indigenous supplies
GST (CGST/SGST/IGST): wherever applicable extra.
- 4.3 Imported supplies
Customs duty /Import duty, other statutory duties as applicable shall be loaded extra.
- 4.4 Loading for Transportation and clearing & forwarding:

For Indigenous Supply: Transportation charges quoted by the vendor to site shall be loaded in price evaluation.

For Imported Supply: (Port of destination – Nhava Sheva), Ocean freight from port of loading to destination port as quoted shall be loaded for comparison.

The ocean freight quoted by the bidder shall be considered for evaluation of offer.

The order will be placed on **CFR basis** as per the freight charges quoted by the bidder. The

Ocean freight payable shall be limited to the quoted amount and same shall be valid till the tenure of the contract period.

Loading of 0.25% shall be done on CFR Value for Marine Insurance.

A loading of 3% on CIF value shall be done towards Port handling & Clearance charges.

Container de-stuffing charges if applicable would also be loaded extra.

Total Warehouse Value will be ascertained from the quoted price with appropriate loading for taxes, freight, insurance, clearance etc. as mentioned above.

4.5 Loading on account of deviation in commercial terms: Payment terms:

If any differential payment terms are offered by the vendor as against BPCL terms mentioned in this tender and if same is accepted by BPCL, vendor shall be loaded at rate equivalent to benchmark prime lending rate (BPLR) of State Bank of India applicable on the date of opening of price bid, calculated for the applicable period for the applicable.

4.6 Evaluation Methodology:

The cost of supply, installation and commissioning including warranty for 2 years and comprehensive AMC of 5 years would be considered for evaluation and award. The contract will be awarded on overall lowest landed cost basis.

5. Tender Opening

5.1 The PQ bid shall be opened on due date at 14.00 hrs (IST) through e-portal and technical bids will be opened after PQ evaluation. Date/time for opening technical /unpriced bids will be informed later to successful bidders. Bidders, who have submitted their bids, can view / witness result of technical bid opening through the e-portal or your representative can witness the same in our office. In case bidder's representative is attending the bid opening; please inform his/her name and mobile number to tabassumn@bharatpetroleum.in for preparing the entry pass.

5.2 The date and time of opening priced bids shall be intimated separately to the techno-commercially acceptable bidders only and the priced bids shall be opened through e-portal. Techno-commercially acceptable bidders can view / witness result of priced bid opening through the e-portal or your representative can witness the same in our office. In case bidder's representative is attending the bid opening; please inform his / her name and mobile number to tabassumn@bharatpetroleum.in for preparing the entry pass.

6. Integrity Pact (IP)

- a) Bidders are to sign integrity pact (Annexure J) and submit along with bid document. Bids without signed Integrity pact are liable for rejection.
- b) Pro-forma of Integrity Pact (IP shall be returned by the Bidder/s along with the bid documents (technical bid/un-priced bid in case of 2 part bids), 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 bid documents shall result in the bid not being considered for further evaluation. If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, BPCL shall be entitled to demand and recovered from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of IP.

If the contract has been terminated according to the provisions of the IP, or if BPCL is entitled to terminate the contract according to the provisions of the IP, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the IP.

Bidders may raise disputes/complaints, if any, with the CVC appointed Independent External Monitor (IEM). The IEM's name, address and contact number is given below:

Shri. S.S.N. Moorthy	Shri. Shantanu Consul	Shri. Vikram Srivastava
ADDRESS	ADDRESS	ADDRESS
GFQ, 1st Floor, B. Block, Summit Apts. Mettupalayam Road, Coimbatore - 641 043	No.9MCHS (IAS Officers Colony), 16th Main, 5th C Cross, BTM 2nd stage, Bangalore – 560 076	E-202, Second Floor , Greater Kailash Part 2, New Delhi - 110048
ssnm1950@yahoo.com	shantanuconsul@gmail.com	vikramsrivastava1973@gmail.com
Mob. 09500998610	Mob. 09740069318	Mob. 09810642323

- c) All vendors who are submitting their offer against this tender issued by BPCL, CPO-Refineries are required to sign the BPCL / NRL Integrity Pact document as mentioned above.

7. Arbitration clause

Arbitration clause as per GPC stands replaced and shall be as mentioned below -

“Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time.
- (c) The Seat of arbitration shall be at Mumbai
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator”

8. Award of Contract

- a) After opening of priced bids , the successful bidder will be decided based on overall lowest landed cost including taxes, freight and other applicable charges / incidentals .
- b) In case of supply, initial LOA / Contract/PO will be awarded to the successful bidder by BPCL CPO (R), Mumbai.

9. Delivery Schedule and Completion:-

All the materials of SDH telecom system along with the subsystems (EPABX, VCS,CCTV,NVR and other accessories) shall be supplied at site within 5 months from the date of purchase order (PO) or letter of acceptance (LOA) whichever is earlier.

Foreign bidders to ensure transportation of all the materials from Mumbai port to respective locations mentioned below after custom clearing by BPCL at Mumbai Port within above mentioned timeline.

Sr. No.	Location	State	Address	Contact Details
1	Mumbai	Maharashtra	Plant name : MDT City : CHEMBUR,MUMBAI District : MUMBAI Pin Code : 400074	Telephone : 022-25545952 Fax : Contact numbers :9820037151
2	SV-1	Maharashtra	Plant name : MMBPL-SV 1 Village/City : Mankhurd District : Mumbai Pin Code : 400074	Telephone : Fax :- Contact numbers :9820219683
3	SV-2	Maharashtra	Plant name : MMBPL-SV 2 Village/City : Mulund District : Mumbai Pin Code : 400081	Telephone : Fax :- Contact numbers :9820219683
4	SV-4	Maharashtra	Plant name :MMBPL- SV 4 Village/City : Kasheli District : Thane Pin Code : 421302	Telephone : Fax :- Contact numbers :9820219683
5	SV-5	Maharashtra	Plant name : MMBPL-SV 5 Village/City : Padgha District : Thane Pin Code : 421101	Telephone : Fax :- Contact numbers :9820219683
6	SV-6	Maharashtra	Plant name : MMBPL-SV 6 Village/City : Atgaon District : Thane Pin Code : 421301	Telephone : 02527240292 Fax :- Contact numbers :9820219683
7	Washala	Maharashtra	Plant name : IPS WASHALA Village/City : WASHALA TALUKA – SHAHPUR DISTRICT – THANE Pin Code : 421604	Telephone : Fax : Contact numbers :9823060209

8	SV-7	Maharashtra	Plant name : MMBPL SV-07 Village/City : Pimprisaddroding (Igatpuri) District : Nashik Pin Code : 422403	Telephone :NA Fax :NA Contact numbers :NA
9	SV-8	Maharashtra	Plant name : MMBPL SV-08 Village/City : Ubhade (Igatpuri) District : Nashik Pin Code : 422403	Telephone :NA Fax :NA Contact numbers :NA
10	SV-10	Maharashtra	Plant name : MMBPL SV-10 Village/City : Agaskhind(Sinnar) District : Nashik Pin Code : 422502	Telephone :NA Fax :NA Contact numbers :NA
11	SV-11	Maharashtra	Plant name : MMBPL SV-11 Village/City : Maparwadi (Sinnar) District : Nashik Pin Code : 422103	Telephone :NA Fax :NA Contact numbers :NA
12	SV-12	Maharashtra	Plant name : MMBPL SV-12 Village/City : Tarukhedale (Niphad) District : Nashik Pin Code : 422103	Telephone :NA Fax :NA Contact numbers :NA
13	SV-13	Maharashtra	Plant name : MMBPL SV-13 Village/City : Nandurmadhmeshwar (Niphad) District : Nashik Pin Code : 422303	Telephone :NA Fax :NA Contact numbers :NA
14	SV-14	Maharashtra	Plant name : MMBPL SV-14 Village/City : Laukishiras(Yeola) District : Nashik Pin Code : 423401	Telephone :NA Fax :NA Contact numbers :NA
15	Manmad	Maharashtra	Plant name : MMBPL MANMAD Village/City : PANEWADI District : NASHIK Pin Code : 423104	Telephone : (02591) 281001, 281002 Fax : Contact numbers : Control room Mob-9422271487
16	SV-15	Maharashtra	Plant name : MMBPL SV-15 Village/City : Yesgaon (Malegaon) District : Nashik Pin Code : 423212	Telephone :NA Fax :NA Contact numbers :NA

17	SV-16	Maharashtra	Plant name : MMBPL SV-16 Village/City : Sawandgaon (Malegaon) District : Nashik Pin Code : 423203	Telephone :NA Fax :NA Contact numbers :NA
Sr. No.	Location	State	Address	Contact Details
18	SV-17	Maharashtra	Plant name : MMBPL SV-17 Village/City : Palasdare (Malegaon) District : Nashik Pin Code : 423205	Telephone :NA Fax :NA Contact numbers :NA
19	SV-18	Maharashtra	Plant name : MMBPL-SV-18 Village/City : Anchade District : Dhule Pin Code : 424001	Telephone :NA Fax :NA Contact numbers :NA
20	Javkheda	Maharashtra	Plant name : MMBPL-SV-JAVKHEDA Village/City : Javkheda District : Jalgaon Pin Code : 425401	Telephone :NA Fax :NA Contact numbers :NA
21	SV-19	Maharashtra	Plant name : MMBPL-SV-19 Village/City : Mhalasar District : Dhule Pin Code : 425403	Telephone :NA Fax :NA Contact numbers :NA
22	SV-20	Maharashtra	Plant name : MMBPL-SV-20 Village/City : Thalner District : Dhule Pin Code : 425421	Telephone :NA Fax :NA Contact numbers :NA
23	Sanghvi	Maharashtra	Plant name : IPS SANGHVI , Village/City : SANGHVI District : DHULE Pin Code : 425405	Telephone : 7447438487 Fax : Contact numbers :Control room mob no- 9422284206
24	SV-21	Maharashtra	Plant name : MMBPL-SV-21 Village/City : Palasner District : Dhule Pin Code : 425405	Telephone :NA Fax :NA Contact numbers :NA
25	Julwania	MadhyaPradesh	Plant name : MMBPL-SV-JULWANIA Village/City : Julwania District : Barwani Pin Code : 451449	Telephone :NA Fax :NA Contact numbers :NA

26	SV-23	MadhyaPradesh	Plant name :MMBPL- SV-23 Village/City : Barsalya District : Barwani Pin Code : 451551	Telephone :NA Fax :NA Contact numbers :NA
27	SV-24	MadhyaPradesh	Plant name : MMBPL-SV-24 Village/City : Gyanpura District : Khargone Pin Code : 451228	Telephone :NA Fax :NA Contact numbers :NA
28	SV-25	MadhyaPradesh	Plant name : MMBPL-SV 25 Village/City : Lunhera / Dharampuri District : Dhar Pin Code : 454449	Telephone :NA Fax :NA Contact numbers :NA
29	Gujari	MadhyaPradesh	Plant name : IPS, Gujri Village/City : Kakadda Tal-Maheshwar District : Khargone Pin Code : 451224	Telephone : 9755558616 Fax : Contact numbers : 9755558616
30	SV-27	MadhyaPradesh	Plant name : MMBPL- SV 27 Village/City : Kamadpur / Mhow District : Indore Pin Code : 453441	Telephone :NA Fax :NA Contact numbers :NA
31	SV-28	MadhyaPradesh	Plant name : MMBPL-SV 28 Village/City : Shabliyakhedi / Indore District : Indore Pin Code : 452005	Telephone :NA Fax :NA Contact numbers :NA
32	Manglya	MadhyaPradesh	Plant name : MMBPL Mangliya Village/City : Mangliya District : Indore Pin Code : 453771	Telephone : 0731-2806562 Fax :0731-2806562 Contact numbers :9425065623
33	SV-29	MadhyaPradesh	Plant name : MMBPL-SV 29 Village/City : Machchukhedi / Sanwer District : Indore Pin Code : 453551	Telephone :NA Fax :NA Contact numbers :NA
34	SV-30	MadhyaPradesh	Plant name : MMBPL-SV 30 Village/City : Panthmundala / Dewas District : Dewas Pin Code : 455001	Telephone :NA Fax :NA Contact numbers :NA

Sr. No.	Location	State	Address	Contact Details
35	SV-31	MadhyaPradesh	Plant name : MMBPL-SV 31 Village/City : Kheda Pachola / Tarana District : Ujjain Pin Code : 456665	Telephone :NA Fax :NA Contact numbers :NA
36	SV-32	MadhyaPradesh	Plant name : MMBPL-SV 32 Village/City : Pancharundi / Agar District : Agar Pin Code : 465441	Telephone :NA Fax :NA Contact numbers :NA
37	Sherpur	Rajasthan	Plant name : MMBPL- IP-1, Sherpur Village/City :Sherpur Tehsil :Pidawa District :Jhalawar State :Rajasthan Pin Code :326034	Telephone :NA Fax :NA Contact numbers :NA
38	SV-33	Rajasthan	Plant name : MMBPL- SV-33 Village/City :Dablikalan Tehsil :Jhalrapatan District :Jhalawar State :Rajasthan Pin Code :326001	Telephone :NA Fax :NA Contact numbers :NA
39	SV-34	Rajasthan	Plant name : MMBPL- SV-34, Village/City :Umedpura, Panwad Tehsil :Khanpur District :Jhalawar State:Rajasthan Pin Code :326036	Telephone :NA Fax :NA Contact numbers :NA
40	SV-35	Rajasthan	Plant name : MMBPL-SV35 Village/City :Kurad Tehsil :Sangod District :Kota State:Rajasthan Pin Code:325001	Telephone :NA Fax :NA Contact numbers :NA
41	Kota	Rajasthan	Plant name : PIPELINES-KOTA Village/City : Brijeshpura District : KOTA Pin Code : 325201	Telephone : 0744-2863241 /42 Fax : Contact numbers : 9928035386
42	SV-36	Rajasthan	Plant name : MMBPL-SV36 Village/City :Nayagaon, Kisanpura Tehsil :Ladpura District :Kota State :Rajasthan Pin Code:324001	Telephone :NA Fax :NA Contact numbers :NA

Sr. No.	Location	State	Address	Contact Details
43	SV-37	Rajasthan	Plant name : MMBPL-SV37 Village/City :Keshoraipatan Tehsil :Keshoraipatan District :Bundi State :Rajasthan Pin Code :323601	Telephone :NA Fax :NA Contact numbers :NA
44	SV-38	Rajasthan	Plant name : MMBPL- SV38 Village/City :Laban Tehsil :Indergarh District :Bundi State :Rajasthan Pin Code :323603	Telephone :NA Fax :NA Contact numbers :NA
45	SV-39	Rajasthan	Plant name : MMBPL-SV39 Village/City :Rawajna Chord Tehsil :Sawai Madhopur District:Sawai Madhopur State:Rajasthan Pin Code:322001	Telephone :NA Fax :NA Contact numbers :NA
46	SV-40	Rajasthan	Plant name : MMBPL- SV40 Village/City :Badolas Tehsil :Sawai Madhopur Tehsil :Sawai Madhopur District:Sawai Madhopur State:Rajasthan Pin Code:322034	Telephone :NA Fax :NA Contact numbers :NA
47	Malarna	Rajasthan	Plant name : MMBPL MALARNA Village/City : Kothali /Malarna Dungar District : Sawaimadhopur Pin Code : 322033	Telephone : 07466-277001 Fax : Contact numbers :7727863100
48	SV-41	Rajasthan	Plant name : MMBPL-SV-41 Village/City : Chuli, Tehsil-Gangapur city District : Sawai Madhopur, Rajasthan. Pin Code : 322202	Telephone :NA Fax :NA Contact numbers :NA
49	SV-42	Rajasthan	Plant name : MMBPL-SV-42 Village/City : Patonda Tehsil-Hindaun city District : Karauli, Rajasthan. Pin Code : 322234	Telephone :NA Fax :NA Contact numbers :NA
50	Karwadi	Rajasthan	Plant name : MMBPL- IP-4 Village/City : Karwadi, Tehsil-Bayana District : Bharatpur, Rajasthan. Pin Code : 321411	Telephone :NA Fax :NA Contact numbers :NA
51	SV-43	Rajasthan	Plant name : MMBPL-SV-43 Village/City :Nekpur Tehsil-Rupbas, District : Bharatpur, Rajasthan. Pin Code : 321302	Telephone :NA Fax :NA Contact numbers :NA

Sr. No.	Location	State	Address	Contact Details
52	Bharatpur	Rajasthan	Plant name : MMBPL BHARATPUR Village/City : Dhormui, Jaghina. District : Bharatpur Pin Code : 321025	Telephone : 05644-237355 Fax : Contact numbers : 9414026538
53	Mathura	Uttar Pradesh	Plant name : MMBPL MATHURA TOP ; Village/City : MATHURA ; District : MATHURA Pin Code : 281005	Telephone : 0565- 2480103 & 2480104 Fax : N/A Contact numbers : MOB.- 9412777828
54	SV-45	Uttar Pradesh	Plant name : MMBPL-SV 45 Village/City : AKBARPUR Tehsil : Chatta District : MATHURA Pin Code : 281406	Telephone :NA Fax :NA Contact numbers :NA
55	SV-46	Haryana	Plant name : MMBPL-SV 46 Village/City : Khambi Tehsil: Hodal District : Palwal Pin Code : 121106	Telephone :NA Fax :NA Contact numbers :NA
56	Piyala	Haryana	Plant name : MMBPL PIYALA Village/City : PIYALA District : Faridabad Pin Code : 121102	Telephone : 0129-2205078 Fax : 0129 -2205017 Contact numbers :09999102660
57	SV-47	Haryana	Plant name : MMBPL-SV 47 Village/City : Abhaypur Tehsil: Sohna District : Gurugram Pin Code : 122103	Telephone :NA Fax :NA Contact numbers :NA
58	Bijwasan	New Delhi	Plant name : MMBPL Bijwasan Village/City :Bijwasan , Near Dwarka Railway Underpass District : New Delhi Pin Code : 110061	Telephone : 011-28062061 Fax : Contact numbers :9910072573
59	Bina	Madhyapradesh	Plant name : BKPL BDT Village/City : Dehri Tehsil-Bina, Dist- Sagar, Pin Code-470 113	Telephone : Fax : Contact numbers :9575304063

Sr. No.	Location	State	Address	Contact Details
60	BKSV1	Madhyapradesh	Plant name : BKPL-SV-1 Village/City : PIPRIYA District : ASHOKNAGAR Pin Code : 473443	Telephone :NA Fax :NA Contact numbers :NA
61	BKSV2	Madhyapradesh	Plant name : BKPL-SV-2 Village/City : BELAI District : ASHOKNAGAR Pin Code : 473443	Telephone :NA Fax :NA Contact numbers :NA
62	BKSV3	Madhyapradesh	Plant name : BKPL-SV-3 Village/City : VIJAYPURA District : ASHOKNAGAR Pin Code : 473330	Telephone :NA Fax :NA Contact numbers :NA
63	BKSV4	Madhyapradesh	Plant name : BKPL-SV-4 Village/City : MAHARAJPURA District : GUNA Pin Code : 473001	Telephone :NA Fax :NA Contact numbers :NA
64	Guna	Madhyapradesh	Plant name :BKPL- IP1 Village/City : CHAK CHURELA District : GUNA Pin Code : 473105	Telephone :NA Fax :NA Contact numbers :NA
65	BKSV5	Rajasthan	Plant name : BKPL-SV-5 Village : BARLA District : BARAN Pin Code : 325218	Telephone :NA Fax :NA Contact numbers :NA
66	BKSV6	Rajasthan	Plant name : SV-6 Village : BAMLA District : BARAN Pin Code : 325205	Telephone :NA Fax :NA Contact numbers :NA
67	BKSV7	Rajasthan	Plant name : BKPL-SV-7 Village/City : GULABPURA District : BARAN Pin Code : 325601	Telephone :NA Fax :NA Contact numbers :NA
68	MMBPL Rerouting SV1	Maharashtra	New Location. Material to be delivered at Mumbai Refinery	Telephone :NA Fax :NA Contact numbers :NA
69	MMBPL Rerouting SV2	Maharashtra	New Location. Material to be delivered at Mumbai Refinery	Telephone :NA Fax :NA Contact numbers :NA
70	MMBPL Rerouting SV3	Maharashtra	New Location. Material to be delivered at Mumbai Refinery	Telephone :NA Fax :NA Contact numbers :NA

Completion of Installation and Commissioning-

The installation, integration, testing, commissioning and SAT at all the above sites shall be completed within 3 months from the receipt of material at site.

Warranty period – 2 years after completion of SAT and 21 days trial run

CPWMC – 5 years post warranty period

10. Penalty for Late Delivery / Delayed Delivery – Applicable as mentioned below.

Price reduction for delay in delivery beyond contractually agreed schedule @ 0.5% of undelivered order value per week of delay or part thereof, subject to a ceiling of 5% of total Supply order value as per Clause No. 20 of BPCLs GPC shall be applicable.

Penalty For Installation,

In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the total Installation & Commissioning charges per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract.

Price Reduction Schedule under Comprehensive Post Warranty Maintenance Contract (CPWMC):

If the Contractor fails to provide the required services,

Break-down penalty would be applicable as follows: -

For Shutdown restored within 72 hours - No Penalty.

For Shutdown restored within 72 to 120 hours – 5% Penalty of the yearly CPWMC invoice amount for respective State.

For Shutdown restored within 120 to 240 hours, 10% Penalty.

For Shutdown beyond 240 hours, 15% Penalty.

If the cumulative penalty due to multiple breakdowns in a particular year in particular state is going more than 20% then maximum penalty of 20% shall be deducted from yearly CPWMC invoice amount for respective State.

The above penalty shall be applicable for SDH panel, EPABX & CCTV NVR Breakdowns apart from Breakdowns (due to unavailability of Power, OFC fiber cuts etc.) or Planned Shutdowns which are hampering communication & security issues. The down time shall start from verbal/written communication from BPCL for each breakdown.

- **Price Reduction Schedule under two years Warranty Period:**

If the Contractor fails to provide the required services,

Break-down penalty would be applicable as follows: -

For Shutdown restored within 72 hours - No Penalty.

For Shutdown restored within 72 to 120 hours – 5% Penalty

For Shutdown restored within 120 to 240 hours, 10% Penalty.

For Shutdown beyond 240 hours, 15% Penalty.

If the cumulative penalty due to multiple breakdowns in a particular year is going more than 20% then maximum penalty of 20% shall be deducted from the PBG.

The above penalty shall be applicable for SDH panel, EPABX & CCTV NVR Breakdowns apart from Breakdowns (due to unavailability of Power, OFC fiber cuts etc.) or Planned Shutdowns which are hampering communication & security issues. The down time shall start from verbal/written communication from BPCL for each breakdown.

- **Penalty For Leased Line:**

Downtime penalty in % of payment for Leased Line Service Provider:

Sr. No.	Downtime	Penalty in % on bill of lease line service provider
---------	----------	-----------------------------------------------------

1	$\leq 0.5 \%$	0
2	$>0.5 \%$ but $\leq 1 \%$	10
3	$>1 \%$ but $\leq 1.5 \%$	20
4	$>1.5 \%$ but $\leq 2 \%$	30
5	$>2 \%$ but $\leq 5 \%$	50
6	$>5 \%$ but $\leq 10 \%$	70
7	$>10 \%$	100

Bidder shall deduct above amount from running bill of lease line service provider & same shall be recovered by BPCL from the PBG during warranty period & from CPWMC charges of the bidder during post warranty period. Bidder to provide details of payments done to the lease line service provider along with downtime calculations for BPCL review.

11. Payment –

Indian Vendor – For supplies-100% payments will be made within 30 days of receipt and acceptance of material at site against following

- PBG of 10% of supply PO which will be released after warranty period.
- PBG of 20% of supply PO which will be released after completion of SAT and 21 days trial run of the telecom systems and all other subsystems at site

For services, 100% payments will be made after successful completion of SAT and 21days trial run of the telecom systems and all other subsystems at site against PBG of 10% of service PO value.

Payments towards training charges will be paid after completion of training.

For comprehensive post warranty maintenance contract, yearly payments will be made based on the performance of telecom system of that particular year duly certified by site in charge of BPCL at the end of particular year.

Foreign Vendor – For supplies- 100% payment will be released on submission of original documents directly to Owner (Telegraphic Transfer – TT) or through bank (Cash against documents – CAD) or through irrevocable letter of credit against following

- PBG of 10% of service PO which will be released after warranty period.
- PBG of 20% service PO which will be released after completion of SAT and 21 days trial run of the telecom systems and all other subsystems at site

For services, 100% payments will be made after successful completion of SAT and 21days trial run of the telecom systems and all other subsystems at site against PBG of 10% of service PO value.

Payments towards training charges will be paid after completion of training.

For comprehensive post warranty maintenance contract, yearly payments will be made based on the performance of telecom system of that particular year duly certified by site in charge of BPCL at the end of particular year.

Conveyance/Lodging/Boarding

The cost of conveyance, lodging/boarding etc. of contractor/ vendor's personnel for the site installation, commissioning, SAT and while imparting training to BPCL staff will be borne by the contractor/ vendor.

Validity of unit rates

The unit rates for addition/deletion (Page no 8 of 231 of scope of work document) shall be valid till completion of warranty period of two years. Bidder to indicate rates for the same and submit it along with TQ bid.

In case of any other payment terms indicated elsewhere in this tender document, the above payment term will only hold good.

12. Price, Taxes, Freight Charges and other conditions.

- a) Price – The rates quoted shall be firm without any escalation and valid for order placement for the full contract period.
- b) Taxes – The quoted rate of tax shall remain firm except when the rate is revised by Government / Statutory Authority. .
- c) Freight and other charges – Freight and all other charges up to delivery at site shall be indicated quoted separately (if not included in the price) in the bid document. Bidder will quote firm freight charges on per UOM basis.
- d) Bidder to indicate HSN code of material and invoicing location in Annexure C1/C2 without fail.

11 General Points

- 12.1 Bidder shall confirm that the offer is strictly as per tender terms and conditions, deviations if any shall be clearly indicated in the deviation sheet only (Annexure E). The deviations indicated elsewhere may not be considered by BPCL.
- 12.2 The commercial terms offered by the bidder shall be firm, clear and specific as the tender will normally be finalized without seeking any clarification.
- 12.3 Bidder shall accept the contract for all items or part thereof (as applicable) without any precondition on minimum value of contract / call off. Offer with precondition on this is liable to be rejected.
- 12.4 Material is required to be delivered as per delivery schedule informed by respective location and along with relevant Test Certificates. Supply made without this may not be accepted by the receiving location.
- 12.5 BPCL reserves the right to accept or reject any tender in part or full, without assigning any reason whatsoever & also to give purchase preference to Public Enterprises, as admissible under the existing policies and guidelines of BPCL.
- 12.6 Any effort by bidder or bidder's agents, consultant or representative, howsoever described, to influence the owner in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 12.7 Offers & all correspondence must be in English language only.
- 12.8 Cutting / Correction: To the extent possible, the bids shall be submitted with NIL corrections. If unavoidable, bidders may make corrections, but should be duly signed by the Bidder's authorized signatory.

- 12.9 Rates quoted shall remain firm till the execution of the contract period and no claims for price escalation shall be entertained.
- 12.10 Items should be properly packed and sent, to avoid any damage to the consignment, as stipulated for handling of chemicals. As far as possible, environment friendly packing materials are to be used.
- 12.11 Pro-forma of Integrity Pact (IP) shall be returned by the Bidder/s along with the bid documents (PQ bid/ in case of 3 part bids), 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 bid documents shall result in the bid not being considered for further evaluation.
If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, BPCL shall be entitled to demand and recovered from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of IP.

If the contract has been terminated according to the provisions of the IP, or if BPCL is entitled to terminate the contract according to the provisions of the IP, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the IP.
Bidders may raise disputes/complaints, if any, with the CVC appointed Independent External Monitor (IEM). The IEM's name, address and contact number is mentioned above.

12 Bid Documents:

- 12.1 Bid documents consist of all the documents (Annexure A to K) mentioned in the index and any additional document submitted by the bidder, in support of their claim of meeting the requirements in this tender.
- 12.2 BPCL's General Purchase Conditions (GPC) in Annexure G and GCC is an essential part of this bid document. The terms & conditions mentioned therein, to the extent that they are applicable in the context of this procurement, shall hold good for this tender, in addition to the requirements, terms & conditions mentioned elsewhere in these tender documents. In case of any conflict between the terms & conditions in the GPC with that mentioned elsewhere in these tender documents, the latter shall prevail.
- 12.3 Bidder is expected to read, understand and accept all terms & conditions without any deviation. In case bidder takes any deviation to any of the terms & conditions in these tender documents, the same shall be stated clearly with reasons in Annexure F, with reasons / remarks.
- 12.4 BPCL reserves the right to accept or reject any of the deviations. In case any of the deviations taken by any bidder is not acceptable to BPCL, the same shall be taken up with bidder for withdrawal / modification of the deviation as deemed fit. In case the bidder declines to withdraw / modify the deviation as desired by BPCL, BPCL reserves the right to reject the offer at the technical / un-priced bid evaluation stage itself.

13 INSTRUCTIONS TO BIDDERS FOR E-TENDERING

- a) The bidder is requested to download the tender from BPCL's e-tendering website <https://bpclproc.in> & participate in the tender as per the instructions given above & herein, on or before the due date & 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 online on the e-tender system available on <https://bpclproc.in>.

- b) For registration on the e-tender site <https://bpclproc.in>, bidder needs to download the User Instruction Manual from the site & read it. They shall have to select “Register” and complete the “Bidder’s Registration Form” by filling in all the information correctly. Kindly remember the login id (e-mail), password entered therein. After completing this process, system will generate an e-mail, click on the link and complete balance registration process.
- c) As a pre-requisite for participation in the tender, bidders are required to obtain a valid Digital Certificate of Class III 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 Bidder. In case any Bidder so desires, he may contact our e-procurement service provider M/s. E Procurement Technologies Limited (+91 9099090830, +91 7940016816) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents/fees. Non availability of Digital Certificate shall be considered as the bidder’s regret.
- d) Corrigendum / amendment, if any, shall only be notified on the site <https://bpclproc.in> and other two sites indicated above. In case any corrigendum / amendment is issued after the submission of the bid, then such Bidders who have submitted their bids, shall be intimated about the corrigendum/ amendment by a system-generated email. No written communication will be circulated. It shall be assumed that the information contained therein has been taken into account by the Bidder. They have the choice of making changes in their bid before the due date & time.
- e) Bidders are required to submit their bid online on or before the due date and time of closing of the tender as depicted in this document. Bidders shall have to log on to the website (<https://bpclproc.in>) for submitting their bid. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date & time of the tender & no other time shall be taken into cognizance. Bidders 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 Bidder intends to change / revise the bid already entered, he may do so any number of times till the due date & time of submission deadline. However, no bid can be modified after the deadline for submission of bids. Once the entire process of submission of online bid is complete, the Bidders are required to go to option ‘own bid view’ through dashboard & take the print of the envelope receipt as a proof of submitted bid.
- f) Bids/Offeres 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 & time of submission has elapsed.
- g) No manual bids/ offers along with electronic bids/offers shall be permitted.
- h) Once the/ PQ Bid/ technical (or) un-priced bids are opened, bidders can see the list of Bidders who have participated in the bid by logging on to the portal under their user ID and password & clicking on “Other Bids” view. Subsequently, in case the price bids are opened in E Tendering platform, Bidders can see the rates quoted by all the participating bidders using the same option.
- i) No responsibility will be taken by BPCL and / or the e-procurement service provider for any delay due to connectivity & availability of website. They shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that Bidders 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 & 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 & time is true for e-tendering service provider as well as BPCL officials.

- j) BPCL and / or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages & 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.
- k) In case of any clarification pertaining to e-procurement process, the Bidder may contact the following agencies/ personnel:
 - 1. For system related queries: (our e-tendering service provider – ETL Limited):
Contact: Mr. Satya, satyanarayan@abcprocure.com, Telephone: +91 9004014223
 - OR
Contact: Mr. Ajay Nandangi,
ajay.nandangi@abcprocure.com, Phone: +91 7208726400
Common Helpdesk No. 91-79-40270573; support@bpclproc.in
 - 2. For tender related queries: (BPCL CPO-Refineries)
Ms. Tabassum Das, Sr. Procurement Manager CPO (R)
Phone: +91 22 25533225
E-mail id: tabassumn@bharatpetroleum.in
 - OR
Mr. A R Chaudhary, Procurement Leader CPO (R)
E-mail id: chaudharyar@bharatpetroleum.in

14 Earnest Money Deposit (EMD):

Bidders are required to submit interest free EMD of Rs. 10,00,000.00 (Ten Lacs only) or US\$ 15,290 (Fifteen thousand two hundred ninety dollars) as the case may be. Offers received without scan copy of EMD (DD/BG/Valid NSIC Certificate) in the e-tender and physically not received within 7 days after “PQ Bid” opening date (as indicated in the NIT or corrigendum thereof) are liable to be rejected.

- a. **Indian Bidders** - EMD of Rs. 10,00,000.00 (Ten Lacs only) shall be paid by way of crossed account payee DD / Banker’s Cheque drawn on any Nationalised / Scheduled Bank in favour of Bharat Petroleum Corporation Limited and payable at Mumbai.
- b. Alternatively EMD can also be paid by way of “Bank Guarantee” as per BG format (available in Annexure “K”) from any Bank recognized as Scheduled Bank by Reserve Bank of India, in favor of M/s. Bharat Petroleum Corporation Ltd. Mumbai.
- c. **Foreign Bidders** – EMD of US\$ 15,290 (Fifteen thousand two hundred ninety dollars) shall be paid by Bank Guarantee, as indicated in point no. 4.b above or by transfer of net US\$ 15,290 to the following account:-

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

- d. Bank Guarantee from any Foreign Bank is acceptable only if the same is countersigned by their Indian Branches (provided the Indian Branch of the Foreign Bank is recognized Scheduled Bank by Reserve Bank of India) or any Scheduled Indian Bank.
- e. The Bank Guarantee in lieu of EMD shall be furnished on non-judicial stamp paper of value not less than Rs. 100/- (Rupees One hundred only) and in the prescribed Performa given in the Tender Document.
- f. The Bank Guarantee shall be kept valid for a period of 180 days beyond the Tender due date / extended due date.
- g. Original DD / BC / BG as the case may be, towards EMD shall be sent separately to **DGM, CPO-Refineries, Bharat Petroleum Corporation Limited, Mahul, Mumbai 400 074, India.** Copy the DD / BC / BG as the case may be, along with proof of dispatch to be uploaded along with un-priced bid.
- h. EMD of unsuccessful bidders shall be released after finalization of this tender. However, in case of successful bidder the EMD shall be released on receipt of performance bank guarantee.
- i. Forfeiture of EMD – A bidder who has submitted their bid shall not be permitted to alter / amend or withdraw the bid, notwithstanding that the bid(s) has / have not yet been opened / finalized. A bidder who purports to alter / modify withdraw their offer after submission, within the validity of the offer shall be liable to have their offer rejected and their EMD forfeited / en-cashed.
- j. The Earnest Money deposited by successful bidder shall be forfeited if the successful bidder fails to honor the offer terms prior to ordering and Contractual terms after issuance of LOA / PO.
- k. Following categories of bidders are exempted from paying Earnest Money Deposit (EMD):-

Units registered with National Small Industries Corporation (NSIC);

Units falling under Micro & Small Enterprises (MSEs) category as defined under the MSMED Act 2006.

The benefits of public procurement policy are extended to manufacturers only registered under this and not extended to traders registered under this.

The above are subject to the fulfilling of under mentioned conditions:

Units should be registered with National Small Scale Industrial Corporation Limited (NSIC) or with any of the Authorities specified under the Public Procurement Policy for MSE's. (DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts, Handloom and Udyog Adhar Memorandum or any other body specified by Ministry of MSME.)

The Unit should be registered for the item tendered.

The monetary limit, if any, indicated in the registration certificate should cover value of items ordered.

Registration Certificate is valid for a period at least up to validity of the offer.

Self-attested copy of valid relevant registration certificate should be submitted in support.

Registration with DGS&D will not entitle a Tenderer to claim above exemption.

Such bidders must upload appropriate proof along with their "Bid", to show that they are eligible for the exemption from EMD (application for registration as NSIC / MSE or for renewal will not be acceptable), failing which such bid will be treated as bid received without EMD and liable to be rejected.

- 15 **Contract period** – 8 months from date of issuance of LOA/Purchase Order whichever is earlier.

Tentatively: **Nov/Dec 2018 to Aug/Sep 2019**

(The contract period mentioned above is tentative only)

- 16 The provisions under the various clauses hereunder shall override the terms and conditions which appear elsewhere in this tender documents (changes/additions or deletions), as applicable for Supply contracts / tenders.

I. Order of Precedence in General Purchase Conditions (GPC) for Purchases :

The order of precedence as applicable shall be specified in the GPC as follows:-

1. Purchase Order(in GPC)
2. Detailed letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Purchase Conditions (SPC)
7. Technical Specifications
8. Instructions to Bidders
9. General Purchase Conditions (in GPC)
10. Other Documents

Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

II. Limitation of Liability in General Purchase Conditions (GPC) for Goods Procurement :

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

(e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect nor consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

III. Termination of convenience under GPC:

The purchaser may, by written notice of 14 days sent to the seller, cancel the contract, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the purchaser's convenience, the extent to which performance of work under the contract is cancelled and the date upon which such cancellation becomes effective.

The goods that are complete and ready for shipment within 30 days after the seller's receipt of notice of cancellation shall be purchased by the purchaser at contract terms and prices. For the remaining goods, the purchaser may opt:-

- a. To have any portion completed and delivered at the contract terms and prices

and / or

- b. To cancel the remainder and pay to the seller an agreed amount for partially completed goods and materials and parts previously procured by the seller.

IV. Force Majeure Clause (Existing clause replaced with the new one- GPC)

Circumstances leading to force majeure

- (a) Act of terrorism;
- (b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

• Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event

of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

• ***Right of either party to terminate***

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

• ***Payment in case of termination due to Force Majeure***

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

V. Warranty / Guarantee Period in Purchase Contracts (Changes to existing clause- GPC)

The current clause provides for warranty/guarantee period as under:-

- i. 12 months from the date of commissioning or 18 months from the date of supply for Goods/ Services, whichever is earlier.

In case the defect arises within the above mentioned period and the same is repaired / replaced, the warranty/guarantee for the repaired/replaced job/item will be extended suitably so as to cover the original warranty/guarantee. However, in no case, such extension will exceed 24 months from date of start of initial warranty/guarantee.

- 17 The provisions under the various clauses hereunder shall override the terms and conditions which appear elsewhere in this tender documents (changes/additions or deletions), as applicable for Works and Service contracts / tenders.

VI. Order of Precedence in General Conditions of Contract (GCC) for works / Services Contracts:

The order of precedence as applicable shall be specified in the GCC as follows:-

- 11. Contract Agreement (in GCC)
- 12. Detailed letter of Acceptance along with its enclosures
- 13. Letter of Award / Fax of Acceptance
- 14. Job Specifications (specific to particular job only)
- 15. Drawings
- 16. Special Conditions of Contract (SCC)

17. Technical Specifications
18. Instructions to Bidders
19. General Conditions of Contract (in GCC)
20. Other Documents

Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

VII. Security Deposit (SD) / Contract cum Performance Guarantee (PBG) clause in GCC:

The following changes in the percentage of SD shall be applicable:

- In case of LSTK (Lump sum contracts) / EPC: PBG @ 10% within 15 days of notification of award (as against 30 days as per our current GCC)
- In case of Annual Rate Contracts (ARCs): Submission of PBG @ 10% of total Contract Value (TCV) **or** submission of initial security deposit @ 2.5% of TCV within 15 days of notification of award. In cases where only 2.5% of TCV has been submitted, 7.5% of individual release order shall be subsequently deducted from RA bills.

VIII. Limitation of Liability in GCC :

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

IX. Termination for convenience under GCC :

BPCL shall, in addition to any other right enabling it to terminate the contract, have the right to terminate the contract at any time by giving prior written notice of at least 14 days to the contractor. Such termination shall be without prejudice to the rights of the parties that have accrued on or before the date of termination of the contract.

If the contract is terminated under this provision, the contractor is entitled to be compensated as under:-

- a. the contract price attributable to the works performed as at the date of termination

and

- b. the reasonable costs incurred by the contractor for termination of subcontractors or the repatriation of the contractors' and subcontractors' employees

less

the aggregate of all previous payments allocated to the works.

Any sums due to BPCL from the contractor accruing prior to the date of termination will be deducted from the amount to be paid to the contractor under the contract.

If, as a result of any such deductions, there is a negative amount payable to the contractor, then the contractor must pay an amount equal to such negative sum to BPCL within 15 days of BPCL intimating the contractor.

X. Variation in Contract Value under GCC :

Compensation for Reduction in Contract value due to change in quantity:

- Up to & inclusive of (-) 25% of Total Contract Value (TCV): No cost compensation.
- Beyond (-) 25% of TCV: Cost compensation @ 10% of reduction in the contract value from (-) 25% of TCV (i.e. 75% of TCV).

Discount to be obtained for Increase in contract value due to change in quantity:

- Up to & inclusive of (+) 50% of TCV: No discount.
- Beyond (+) 50% of TCV: Reduction @ 10% of increase in the contract value beyond (+) 50% of TCV.

XI. Delay in Security Deposit Submission (GCC)

Vendors/contractors shall be asked to submit the SD within 15 days from the date of notification of award and in the event of delay in submission of SD, the contract can be terminated. However, if termination of contract is not in the interest of the work/ BPCL, an additional time up to 30 days can be allowed for submission of SD with the approval of the concerned GM/CGM, beyond which the contract may be terminated with subsequent actions following termination as per tender/procedure.

XII. Force Majeure Clause (Existing clause replaced with the new one- GCC)

Circumstances leading to force majeure

(a) Act of terrorism;

(b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

• ***Notification of Force Majeure***

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

• ***Right of either party to terminate***

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

• ***Payment in case of termination due to Force Majeure***

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- c) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- d) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

XIII. Defect Liability Period in Works & Services Contracts (Changes to existing clause- GCC)

The current clause provides for a Defect Liability Period (DLP) as under:-

- ii. 12 months from the date of completion of works / services

In case the defect arises within the abovementioned DLPs and the same is repaired / replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.

XIV. Progressive Payments for works & services contracts (Changes to existing clause - GCC)

Currently, our normal payment terms are on the 30th day after GR date unless specific stage-wise payment terms are included in the tender. However, for services / works contract, this needs a review to have a better liquidity /cash flow for contractors.

The following provisions shall be applicable in the progressive payment terms uniformly by the OPSUs:

- 75% payment of the Running Account bill (RA bill) shall be released within 15 calendar days of receipt of RA bill duly certified by Engineer-in-charge (EIC) and the balance payment shall be released within 30 days of receipt of RA bill by EIC after detailed scrutiny.

ANNEXURE - D**AGREED TERMS & CONDITIONS**

(EACH POINT MUST BE CONFIRMED / NOTED / COMMENTED UPON AND MUST BE SUBMITTED ALONG WITH TECHNICAL BID/UNPRICED BID)

Sr. No.	Tender Requirement	Bidder's confirmation / Acceptance / comments to be mentioned for each item
A	PQ Bid	
1	Bidder to confirm that all document for PQ bid has been uploaded as per the list given in clause 2.2 of Annexure A above.	
B	TECHNICAL:	
1	Confirm that the offer has been submitted strictly as per the Tender Documents cum Offer Format.	
2	Confirm that all pages of attached Technical Specifications have been submitted (duly signed and stamped) with Technical Bid.	
3	Confirm that the technical specifications of the material have been indicated in their quotation	
4	a) Confirm that there is no technical deviation and specification of offered product is same as per tender specification. b) In case of any deviation, confirm that the same has been indicated in Deviation list. c) Confirm that any deviations / reservations / notes / comments etc, given elsewhere in the offer other than Deviation List shall not be considered.	
5	Quality Commitment: Confirm the following. Material supplied will meet the technical specification as agreed to. In case any abnormal variation is found with reference to the supplied batch, the same needs to be replaced free of cost.	
6	Details of Packing of goods offered.	
C	COMMERCIAL	
1	Confirm that BPCL's Integrity pact is duly signed and submitted by you as per requirement.	
2	Indicate the quoted currency.	
3	Confirm that the prices are given strictly as per price schedule.	
4	For Indian Bidders : Indicate basis of quoted prices. (Ex-Works / FOR Dispatch point / FOR Destination / free delivery at site). Dispatch Point	

5	Confirm that the delivery of material at all locations shall be as per delivery schedule.	
6	For Foreign Bidders: Confirm whether FOB and CFR prices have been indicated in the offer, with gate way port of exit.	
7	For Foreign Bidders: Charges to shipping agencies shall be borne by the Bidder, if order is placed on CFR basis.	
8	Indicate earliest firm delivery period. This shall be reckoned from the date of Purchase order / Call Off order issued.	
9	Confirm that on award of Contract, Quoted Prices shall remain FIRM till complete execution of the order and shall not be subject to variation on any account.	
10	Confirm that the quoted prices are valid for acceptance up to 180 days from the closing date of this enquiry.	
11	On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended.	
12	For Indian Bidders: If GST is presently not applicable, confirm whether the same will be borne by you in case it become leviable later. Also please give reasons for non application of GST.	
13	In case freight is claimed inclusive any service tax amount, confirm whether you will mention the freight amount & service tax amount separately in the invoice, with service tax registration number under which the service tax on freight is paid by you.	
14	The rates shall be inclusive of works contract tax wherever applicable.	
15	For Indian Bidders: Statutory variation in duties & taxes for the material to supplied, during contractual delivery period shall be to BPCL account. Any increase in the rate of tax beyond Contractual Delivery Date (CDD) shall be to vendor's account. Any increase in the rates of duties & taxes beyond the contractual completion date or approved extended contractual completion date will be borne by BPCL. However, the benefit of any reduction must be passed on to BPCL – Bidder to confirm above.	
16	Prices quoted shall exclude transit insurance charges as the same shall be arranged by BPCL - Bidder to note	
17	For Indian Bidders: Confirm that all Bank charges and Stamp Duties, if any, shall be borne by the bidder. For Foreign Bidders: Confirm that all bank charges & stamp duties overseas, if any, are included in the price and only bank charges/stamp duties, if any, in India to be borne by BPCL.	
18	For Foreign Bidders: Confirm that all taxes, duties and levies of any kind up to port of shipment shall be borne by supplier.	

19	Confirm acceptance of BPCL's "General Purchase Conditions" (GPC) and "General Conditions of Contract" (GCC).	
20	In case of deviation/ reservations etc., to BPCL's GPC & any other tender conditions, confirm that the same has been given in separate Annexure "E" only. Bidders to note that deviations / reservations indicated elsewhere in the offer document may not be considered by BPCL.	
23	Acceptance to price reduction for delay in delivery beyond contractually agreed schedule @ ½% of undelivered order value per week of delay or part thereof, subject to a ceiling of 5% of total order value as per clause in BPCL's GPC.	
25	<p>Payment term :</p> <p>For Indian Bidders: Supplies- 100% payment within 30 days of receipt and acceptance of material at site against 10% PBG of supply PO value which will be released after warranty period and 20% PBG of supply PO value which will be released after SAT and trial run.</p> <p>Services: Installation- 100% payment after successful completion of SAT and trial run against PBG of 10% of service PO value. Training- 100% after completion of training CPWMC after warranty- payment shall be done at the end of year based on performance of telecom during the year</p> <p>For Foreign Bidder: Supplies- 100% payment will be released by Cash against Documents (within 30 days of receipt and acceptance of material) or through letter of credit (30 days L/C) or telegraphic transfer (TT). All overseas bank charges to Vendor's account and Indian Bank charges to BPCL account. This will be against 10% PBG of supply PO value which will be released after warranty period and 20% PBG of supply PO value which will be released after SAT and trial run</p> <p>Services: Installation- 100% payment will be released after successful completion of SAT and trial run against PBG of 10% of service PO value. Training- 100% after completion of training CPWMC after warranty- payment shall be done at the end of year based on performance of telecom during the year</p> <p>For any other payment terms necessary loading shall be done while evaluation the offer.</p>	
26	<p>Performance Bank Guarantee (PBG):</p> <p>Supplies- Confirm that you will furnish PBG for 10% (which shall be released after warranty period of 2 years) and 20% of PO value for supplies which shall be released after SAT</p>	

	<p>and trial run.</p> <p>Services- Confirm that you will furnish PBG for 10% of PO value for services which shall be released after warranty period of 2 years.</p> <p>PBG shall be furnished within 15 days of purchase order. PBG should be sent to us directly by your banker.</p> <p>Offer without acceptance of these conditions is liable to be rejected.</p>	
27	<p>Details of Earnest Money Deposit (EMD). Confirm that the offer is accompanied by EMD (as indicated in tender document) and a proof of same is submitted by you.</p> <p>Offer without EMD is liable to be rejected.</p>	
28	<p>For Indian Bidders: If the items are covered under D G S & D rate contract, confirm that a copy of rate contract is enclosed with your offer.</p>	
29	Indicate relationship with any of our Directors.	
30	Please confirm you have filed declaration regarding holiday listing in format Annexure G. In case you have been banned or delisted by any Government or Quasi Government agencies or PSUs, this should be clearly stated in the declaration. If this declaration is not furnished, the bid shall be rejected as non-responsive.	
31	<p>You are requested to furnish the following information for e-payment:</p> <p>Name of the vendor/contractor party</p> <p>Account No. of the party</p> <p>Bank & Branch Name where the above account is maintained</p> <p>Type of account (current/saving/cash credit A/c)</p> <p>Branch code of the above bank branch – For Indian Bidders</p> <p>MICR code of the above branch. – For Indian Bidders</p> <p>SWIFT Code. – For Foreign Bidders.</p>	
32	<p>For Indian Bidders:</p> <p>In terms of Section 8 of The Micro, Small and Medium Enterprises Development Act (MSMEDA), 2006, eligible bidders is requested to submit a copy of the relevant memorandum/ notification issued by authority notified by the State Government or Central Government and by medium enterprises with the authority notified by the Central Government, i.e. General Manager, District Industries Centre</p>	

	or any District Level Officer of equivalent rank in the Directorate or the Department dealing with micro, small and medium enterprises of the State Government or the Union Territory Administration., along with the offer for availing the privileges.	
33	For Foreign Bidders: Direct offer without the intermediary of an Indian Agent only will be considered.	
34	In the case of a bidder with a Non-resident status under Indian Income Tax provisions, the following to be confirmed :- Whether the bidder is having a permanent establishment in India; Whether the bidder is having an Indian Income Tax PAN Number. Whether a Tax Residency Certificate (TRC) under section 90(4) of the Income Tax Act, 1961, to facilitate remittances from India, will be submitted on award of contract; (Bidders with Resident Status may answer this item as “Not Applicable”)	
35	Please confirm Penalties mentioned in Annexure A are acceptable to you	
36	The Vendor to ensure that Handling, Use & Disposal of product supplied by them shall not have any adverse effect on Safety, Environment & Health of the flora & fauna. Otherwise Vendor to furnish the conditions & precautions to be adopted	
37	Referred BPCL’s Holiday Listing Policy – uploaded along with tender document	
38	I have downloaded the tender document from the site indicated in the tender and have taken print out of the same for submission. I hereby declare that no terms and conditions / wordings / sentences have been changed or modified by me in the tender document at the time of submission of the tender.	
39	Bidders to confirm that they have read and understood Purchase preference policy for local content (PPLC) attached separately and submitted necessary documents for availing the same if applicale.	

Place: _____

For and on behalf of

Date: _____

Signature & seal of the Bidder

ANNEXURE – E

LIST OF DEVIATIONS TO THE TENDER DOCUMENT

Ref BPCL clause No. / Annexure	Reference Clause of Tender Document	Deviation

Place: _____

For and on behalf of

Date: _____

Signature & seal of the vendor

ANNEXURE – F**PROFORMA OF DECLARATION OF HOLIDAY LISTING**

In the case of a Proprietary Concern:

I hereby declare that neither I in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Bharat Petroleum Corporation Limited or its Administrative Ministry, except as indicated below:
(Here give particulars of blacklisting or holiday listing and in absence thereof state "NIL").

In the case of a Partnership Firm

We hereby declare that neither we M/s. _____ submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm, either in his individual capacity or as proprietor of any firm or concern have or has been placed on black list or holiday list declared by Bharat Petroleum Corporation Limited or its Administrative Ministry, except as indicated below:
(Here give particulars of blacklisting or holiday listing and in absence thereof state "NIL").

In the case of Company

We hereby declare that we M/s. _____ have not been placed on any holiday list or blacklist declared by Bharat Petroleum Corporation Limited or its Administrative Ministry, except as indicated below:
(Here give particulars of black listing or holiday listing and in absence thereof state "NIL").
It is understood that if this declaration is found to be false in any particular respect, Bharat Petroleum Corporation Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place: _____

For and on behalf of

Date: _____

Signature & seal of the vendor

ANNEXURE – H**INTEGRITY PACT****Between**

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

And

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for

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

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

Section 1 - Commitments of the Principal:

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/ Contractor/ Supplier:

(1) The Bidder/ Contractor/ Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution

- a) The Bidder/ Contractor/ Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder/ Contractor/ Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- c) The Bidder/ Contractor/ Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/ Contractor/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder/ Contractor/ Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e) The Bidder/Supplier/Contractor shall make sure that the terms of this Integrity Pact are also adopted by its sub-contractors, sub-sub-contractors etc, if any and submit such adoption confirmation proof to the principal

(2) The Bidder/ Contractor/ Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender Process and Exclusion from Future Contracts:

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

(1) If the Bidder/ Contractor/ Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/ Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder/ Contractor/ Supplier can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages:

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/ Supplier liquidated damages equivalent to Security Deposit/ Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/ Contractor/ Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor/ Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression:

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

(1) The Bidder/ Contractor/ Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/ Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Punitive Action Against Violating Bidders/ Contractors/Suppliers/ Subcontractors:

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

Section 8 - Independent External Monitors:

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder/ Contractor/ Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Supplier. The Bidder/ Contractor/ Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Supplier/ Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/ Contractor/ Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

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

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

Section 10 - Other Provisions:

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document/ contract shall not be applicable for any issue/ dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder/ Contractor/ Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) If any Bidder/Contractor/Supplier entering into Integrity Pact, aggrieved by any decision/action of the Principal, shall approach the IEMs and await their decision before pursuing any other remedy available to him in law



.....
For the Principal

For the Bidder/ Contractor/
Supplier

Place: Mumbai

Witness 1 : _____
(Signature/Name/Address)

Date: 31.05.2018

Witness 2 : _____
(Signature/Name/Address)

ANNEXURE - I**FORMAT FOR BIDDER'S INFORMATION**

1	Name of Bidder	
2	Address for Communication	
3	General contact details viz. e- mail address, telephone no., & fax no.	
4	Whether bidder is a Original Equipment Manufacturer (OEM) OR integrator	
5	Type of Organization: Government Dept./Public Sector Undertaking/Public Limited Company/ Private Limited Company / Partnership/ Proprietorship Others (Pl. specify)	
6	Location of Registered Office , in the case of Company	
7	IN CASE BIDDER IS A OEM UNDER REFERENCE:	
	Address of Factory:	
	GST details(For Indian bidders)	
	Service Tax Registration Number , if any (For Indian Bidders)	
8	CONTACT PERSON's DETAILS:	
	Name & Designation	
	E-mail id	
	Telephone No.- Landline	

	Mobile Number.	
	Fax number	
13	Average Annual Turnover of the business	
14	Whether the bidder falls under the category of Micro & Small Enterprises (MSE) as per the MSME Policy of Govt. of India. If YES, whether proof for the same enclosed with the bid?	

Place: _____

For and on behalf of

Date: _____

Signature & seal of the vendor

ANNEXURE – J

PRO-FORMA OF BANK GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)
FOR EARNEST MONEY DEPOSIT

To,
Bharat Petroleum Corporation Limited,
CPO (R),
Mumbai Refinery,
Mahul, Mumbai 400 074

Dear Sir,

M/s. _____ have taken tender for supply of _____ for Bharat Petroleum Corporation Limited. The tender conditions of contract provide that the bidder shall pay a sum of ` _____ (Rupees _____)

as earnest money deposit / initial / full security deposit in the form therein mentioned. The form of payment of earnest money / security deposit includes guarantee executed by Schedule A _____ Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Limited in case of default.

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Limited, we shall on demand pay to you in such matter as to you may direct the said amount of ` _____ (Rupees _____) only or such portion thereof not exceeding the said sum as you may from time require.
2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect releasing us.
3. Your right to recover the said sum of ` _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and / or that any dispute or disputes are pending before any officer tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to ` _____ (Rupees _____) our guarantees shall remain in force until _____ unless a suit or action to enforce a claim under this guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said

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

6. We have power to issue this guarantee in your favor under memorandum and articles of association and undersigned has full power to sign and issue this under the power of attorney dated _____granted to him by the Bank.

Yours faithfully,

_____ Bank by its constituted attorney

Sign on behalf of Bank

Name, Signature and seal of Bank

ANNEXURE – K**PRE QUALIFICATION CRITERIA****(A) Technical Criteria**

1. Bidder can either be an Original Equipment Manufacturer (OEM) of Telecommunication System of the offered SDH based Digital Fiber Optic Communication system or an integrator of Telecommunication System of the offered SDH based Digital Fiber Optic Communication system.
 - 1.1 Bidder (OEM) shall have executed with single point responsibility including project management, design, engineering, manufacturing, assembly, factory acceptance testing of the system, supply, installation, integration, site testing, trial run commissioning, and site support during warranty of at least one SDH (Synchronous digital hierarchy) based Digital Fiber Optic Communication system (STM-16 or above for Data & Voice application) including Network Management System for at least 330 KM long Cross country underground pipelines used for transportation of liquid/gas petroleum products / Crude or Power Transmission applications with minimum 5 hops in the last seven years, which should have completed operation for a period of minimum 6 months as on date of the tender.
 - 1.2 Bidder shall have infrastructure for carrying out engineering, manufacture, assembly, integration and testing of SDH based Digital Fibre Optic Communication System (STM-16 or above) and should have basic facilities with respect to space, engineering personnel, test equipment, training, logistic support etc. Bidder shall provide Inspection release note / Factory Acceptance Test report to prove this requirement.
2. Bidders who are Telecommunication System Integrators and are not manufacturer of SDH based Digital Fibre Optic Communication System can also quote, provided:
 - 2.1 Bidder (Telecommunication System Integrators) shall have executed with single point responsibility including project management, engineering, design, assembly, factory acceptance testing of the system, supply, installation, integration, site testing, trial run commissioning, and site support during warranty of at least one SDH based Digital Fibre Optic Communication system (STM-16 or above for Data & Voice application) including Network Management System for at least 330 KM long Cross country underground pipelines used for transportation of liquid / gas petroleum products / Crude or Power Transmission applications with minimum 5 hops in the last seven years, which should have completed operation for a period of minimum 6 months as on date of the tender.
 - 2.2 Bidder shall have infrastructure for carrying out engineering, assembly, integration and testing of SDH based Digital Fibre Optic Communication System (STM-16 or above) and should have basic facilities with respect to space, engineering personnel, test equipment, training, logistic support etc.

Bidder shall provide Inspection release note / Factory Acceptance Test report to prove this requirement.

2.3 A written agreement with SDH based Digital Fibre Optic Communication System manufacturer, clearly indicating scope of responsibilities as mentioned below, shall be furnished along with bid. The document must be signed by SDH based Digital Fiber Optic Communication System manufacturer's corporate (Director) level signatory.

- (a) SDH based Digital Fibre Optic Communication System manufacturer assumes complete responsibility and provides written guarantee for their involvement with the bidder in all phases of work including residual design, engineering, assembly, integration, testing, installation, commissioning, performance guarantee, and warranty of the Telecom system.
- (b) SDH based Digital Fiber Optic Communication System manufacturer's representative shall be present during Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) and any other critical meeting as desired by purchaser or EIL.

Supporting documents required for above clauses

The bidder shall provide Purchase Order (PO) copies, completion certificate, performance certificate/ E-mail from end user, and reference/contact details of the end user where the job has been performed, Report and also submit the document as per the attached (**Annexure I** - Experience Record Pro Forma) as required to amply prove that bidder meets the Telecommunication System PQC. The PO date shall be within 7 years prior to the original tender due date.

- 3. Service Back-up Facility: Bidder shall have service backup facility in India of its own or through their subsidiary/Indian arm. Bidder has to submit the details of Service centers available in India. If the bidder doesn't have a service back up facility in India, bidder has to submit the statement and ensure that the service backup shall be established within 3 months after the purchase order is placed. In the event of failure to comply with this requirement by the bidder, then, BPCL shall have the right to cancel the Purchase Order and proceed with the actions as deemed fit as per BPCL. However, the final responsibility for service back-up of the Project and warranty will be of the bidder. The bidder shall reply confirming this clause giving the required details.

The bidder shall provide confirming this clause giving the necessary supporting document/s on service support facility in India.

(B) Financial Criteria

- 1. Average annual turnover of the bidder during last three financial years up to 2017-2018 should not be less than Rs. 2.98 Cr (US\$ 455,655 or EUR 370,460 or equivalent as per SBI TT selling rate on PQ bid opening date.)
- 2. The bidder's net worth as per latest audited balance sheet should be positive. Financial net worth is the difference between all asset and all liabilities i.e. (All assets excluding fictitious assets – All Liabilities).

The above (sub clause 1 and 2 in clause B) shall be supported by audited Profit and Loss statement and Balance sheet for the immediately preceding three financial years. Further, for bidders who have not finalized their books of account for the financial year 2017-18, evaluation of these criteria would be done for the immediately preceding three financial year(s) ending 2016-17 for which books of account has been finalized.

Foreign bidders to refer (**Annexure II**) for clarification on supporting documents to be submitted for fulfilling financial criteria.

(C) Holiday Listing

Bidders serving holiday listing order issued (as on PQ bid opening date) by BPCL, MOP&NG or any other Oil PSEs would not get qualified in this tender.

A declaration to be submitted by bidder indicating that they are not on holiday list by BPCL / MOP&NG or any other Oil PSEs as on due date of bid submission anywhere in the country. Offers not accompanied with such declaration shall make the bidders liable for rejection. Any wrong declaration in this context shall make the bidders liable for action under the Holiday Listing procedure."

(D) EMD

The bidder shall submit EMD of Rs. 10,00,000.00 (Ten Lacs Only) or US\$ 15,290.00 (Fifteen thousand two hundred ninety dollars) in favor of BPCL as explained above in Annexure A of tender document.

(E) Integrity Pact

Bidders shall submit Integrity Pact duly signed by witnesses and stamped as a part of PQ bid failing which the offer will be liable for rejection.

(F) Verification of documents to fulfill PQ Criteria (Only for Indian bidders)

Copies of PQC documents to be submitted for this tender should be duly verified with originals & attested by any one of the independent third party inspection agency (TPIA) duly approved by BPCL. Please refer (**Annexure III**) for details.

The bidder shall agree all the points from A to F mentioned above and shall submit required documents in support of the same, failing which the offer will be liable for rejection.

Annexure I for PQC

EXPERIENCE RECORD PRO-FORMA FOR TELECOM SYSTEM

A) BIDDER DETAILS		
Sl. No.	Description	Bidder Reply
1.	Name and Address of Bidder	
2.	Area of operation of Bidder for the last seven years (Manufacturer and/ or Integrator)	
3.	Bidder has proven facilities for Engineering, Manufacture, Assembly, Integration & Testing as (Yes/ No)	

B) DETAILS OF PROJECTS SUCCESSFULLY EXECUTED BY BIDDER			
Sl. No	Description	Project 1	Project 2
1.0	Project Name and Description		
1.1	Details of the Application		
1.2	Hydrocarbon Products handled in the Project or Power transmission Projects		
2.0	Name of Owner		
2.1	Name and address of Owner's contact person		
2.2	Telephone & Fax No.		
3.0	Month and Year of supply		
3.1	Month and Year of commissioning		
4.0	Any breakdowns		
4.1	Causes of breakdown		
5.1	Make/ Model No. of a) SDH (STM-16)		
6.0	SDH (STM-16) Network supplied (no. of nodes, hops & length to be mentioned)		
7.0	Scope of responsibility of the Bidder/ Manufacturer (with manufacturing location), (Individual responsibilities shall be marked explicitly), (refer Note 1 & 2).	Proposed for this Project	
		Manufacturer	Bidder
7.1	Source of Supply a) SDH (STM-16) b) EPABX c) CCTV d) VCS		
7.2	Design & detail Engineering		
7.3	System Documentation		
7.4	Factory Acceptance Test		
7.5	Installation at Site		
7.6	Calibration, Testing & Commissioning		
7.7	Site Acceptance Test		
7.8	Site Training		
7.9	Warranty Maintenance		

7.10	Post Warranty Maintenance		
7.11	Overall Single Point Responsibility		
8.0	Documentation in support, identifying scope of responsibility and successful commissioning of Telecom System for ascertaining qualification criteria, enclosed as above (Yes/ No).		

Notes:

1. The responsibilities proposed by 'System Integrator' **shall be proven** and shall meet the criteria as per Cl. 2.1 & Cl. 2.2 of BQC.
2. OEM shall give Capability assessment and back-up guarantee.

Signature

Name

Stamp & Date

Bidder

Annexure II for PQC**Documents to be submitted for fulfilling Pre Qualification Criteria (Foreign Bidders)**

Submission of authentic documents is the prime responsibility of the bidder. Wherever BPCL has concern or apprehensions regarding the authenticity/correctness of any document, BPCL reserve the right to get the documents cross-verified from the document issuing authority.

All documents furnished by the Bidder in support of meeting the PQC shall be signed and stamped by the bid signatory and shall be:

EITHER

“Duly certified by Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee / Director and not having any interest in the bidder’s company) where audited accounts are not mandatory as per law (in line with the present system)”

OR

“Bidder shall submit documents duly notarized by any notary public in the bidder’s country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/ High Commission in Bidder’s country.”

OR

“Bidder shall submit self-certified documents in original from any one out of CEO or CFO or Company Secretary of the bidder (Limited company only) along with Self-Certification as per Form - “A” appended below. This option shall not be applicable to Proprietorship/Partnership firms.”

Requirement of above certification shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.

In the event of submission of any document/ certificate by the bidder in a language other than English, the bidder shall get the same translated into English and submit the same after getting the translation duly authenticated by local Chamber of Commerce of bidder’s country.”

All the certified documentation against BQC shall be uploaded by the bidder on BPCL e-tendering website along with the e-bid.

Bidder should ensure submission of complete information/documentation in the first instance itself, in support of their fulfilling the qualification/eligibility criteria. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid.

Form-A

SELF-CERTIFICATION

I, _____ S/o/D/o of _____, working as
CEO/CFO/Company Secretary (indicate, as applicable) of the Company

_____ having its registered office at _____ certify that
all
the details including documents pertaining to Bidder Qualification Criteria signed by
undersigned vide our offer reference _____ against your Enquiry document

_____, are true, authentic, genuine and exact copy of
its original.

It is certified that none of the documents are false/forged or fabricated. All the documents
submitted has been made having full knowledge of (i) the provisions of the Indian laws in
respect of offences including, but not limited to those pertaining to criminal breach of trust,
cheating and fraud and (ii) provisions of bidding conditions which entitle the BPCL to initiate
action in the event of such declaration turning out to be a misrepresentation or false
representation.

I further certify that further documents, if any, required to be submitted by our company, shall
be submitted under my knowledge and those documents shall also be true, authentic, genuine,
exact copy of its original and shall not be false/forged or fabricated.

DECLARATION

I, _____ S/o/D/o of _____, working as

CEO/CFO/Company Secretary (indicate, as applicable) of the Company

_____ having its registered office at _____ with

reference to our bid _____ against your Enquiry document

_____, declare that in case, at a later date, any of the document submitted in our

bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the
same and BPCL has every right to take action against me and my company, as deemed fit as
per provisions of the bidding documents including BPCL's right to put our company on
Holiday/Black list for future business with BPCL.

Specimen Signature of authorized representative

Signature & Seal

Annexure III for PQC**Submission of documents as per PQ criteria****Requirement regarding PQC documents (for Indian bidders only):**

Copies of PQC documents to be submitted for this tender should be duly verified with originals & attested by any one of the following independent third party inspection agency (TPIA) duly approved by BPCL :

SGS /GLISPL / IRS / DNV / LRIS / EIL / CEIL/ TATA Projects / PDIL / UIPL / RITES LTD / ITSIP

All charges of the third party for verification & attestations shall be borne by the Vendors. Vendor has to upload the duly verified & attested documents along with the respective TPIA verification certificates duly signed & stamped by authorized signatory of TPIA before the due date of submission of the bids. An undertaking note from the TPIA and the vendor as per the attached draft shall be uploaded as a part of the BQC/Techno-commercial bid as the case may be.

BPCL reserves the right not to consider the offer on account of non-compliance regarding submission of BQC/techno-commercial related documents duly verified by the TPIA.

Undertaking from Vendor:

All the BQC/techno-commercial documents and credentials submitted/uploaded as a part of this tender have been verified with the originals by TPIA.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted have been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle Bharat Petroleum Corporation Limited to initiate appropriate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that additional documents, if any, required to be submitted by us (bidding agency) shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

We understand that BPCL reserves the right not to consider our offer on account of non-compliance regarding submission of BQC/techno-commercial related documents duly verified by the TPIA.

Authorised signatory**Seal & Date**
