

# TENDER FOR SUPPLY OF CNG STORAGE STATIONARY & MOBILE CASCADES FOR CGD PROJECT AT ROHTAK IN THE STATE OF HARYANA



Project No. P.013460  
Document No. P.013460 D11031 030  
E - Tender No. 1000328759

**Bharat Petroleum Corporation Limited**  
New Delhi | INDIA

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**TECHNICAL DOCUMENTATION**  
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# **BHARAT PETROLEUM CORPORATION LIMITED (BPCL)**

## **CITY GAS DISTRIBUTION PROJECT IN ROHTAK (HARYANA)**

### **TENDER**

### **FOR**

### **FOR SUPPLY OF CNG STORAGE STATIONARY & MOBILE CASCADES FOR CGD PROJECT AT ROHTAK IN THE STATE OF HARYANA**

TENDER DOCUMENT NO. P. 013460 D11031 030

VOLUME I of II

0	11.04.2019	Issued for Procurement	Poonam Khurana	Sunil Gupta	Chandan Kr. Singh
<b>Rev</b>	<b>Date</b>	<b>Description</b>	<b>Prepared By</b>	<b>Checked By</b>	<b>Approved By</b>

		<b>COMMERCIAL TENDER</b>	<b>P.013460 D11031 030</b>
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**BHARAT PETROLEUM CORPORATION LIMITED  
(BPCL)**

**CITY GAS DISTRIBUTION PROJECT IN ROHTAK  
(HARYANA)**

**TENDER DOCUMENT**

**FOR**

**FOR SUPPLY OF CNG STORAGE STATIONARY &  
MOBILE CASCADES FOR CGD PROJECT AT ROHTAK IN  
THE STATE OF HARYANA**

**SECTION-I**

**INVITATION FOR BIDS (IFB)**

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**INVITATION FOR BIDS  
FOR  
FOR SUPPLY OF CNG STORAGE STATIONARY & MOBILE CASCADES FOR CGD PROJECT AT  
ROHTAK IN THE STATE OF HARYANA  
OPEN DOMESTIC COMPETITIVE BIDDING**

## **1.0 INTRODUCTION**

- 1.1 M/s. Bharat Petroleum Corporation Ltd. (BPCL) is developing CNG & City Gas Distribution Infrastructure in the Geographical Areas (GA) of Rohtak (Haryana) based on PNGRB authorization.
- 1.2 M/s. Bharat Petroleum Corporation Ltd. (BPCL), (hereinafter referred as Owner), is planning to develop City Gas Distribution Network in & around Rohtak City in the State of Haryana for serving consumers of various sectors namely domestic, commercial, industrial & automotive.
- 1.3 Tractebel Engineering Pvt. Ltd. (TE), a subsidiary of Tractebel Engineering S.A. has been appointed as Project Management Consultant (hereinafter referred as Consultant), by BPCL for providing Design, Engineering & PMC services for afore mentioned project.

## **2.0 BRIEF DESCRIPTION OF PROJECT**

- 2.1 The present project is implementation of CGD project in the Rohtak City to ensure uninterrupted supply of natural gas to Domestic, Commercial, Automobile and Industrial consumers.
- 2.2 TE, on behalf of BPCL, invites bids through single stage two envelopes system from eligible bidders to Supply of CNG Storage Stationary & Mobile Cascades in the State of Haryana as defined in bid document.

## **3.0 BRIEF SCOPE OF WORK**

Design, Engineering, Manufacturing, Assembly, Supply, Inspection and Testing including supply of foundation & Anchor bolts of CNG Station Storage Cascades for upcoming CNG & City Gas Distribution Projects of BPCL on Annual Rate Contract (ARC) basis, valid for 02 (two) year period from the date of placement of order and shall be delivered as per PO on written intimation.

The above requirements are for CNG & city gas project of BPCL at Rohtak in the state of Haryana. Description will be provided in the MR and quantities are as given below:-

Brief Description	ROHTAK ( IN THE STATE OF HARYANA (Quantity in Nos.)
CNG Stationary Cascade - 3000 WL	1
CNG Stationary Cascade - 4500 WL	5
CNG Mobile Storage Cascade - 3000 WL	2
CNG Mobile Storage Cascade - 4500 WL	8

- 3.1 Bidder must quote for all the items of SOR, otherwise bidder's offer shall not be considered for evaluation.
- 3.2 The quantities mentioned above are indicative and are for evaluation purpose only. BPCL reserves the right to change the quantity of any or all items before issue of order.
- 3.3 For complete scope of work, all volumes of tender document are to be read.

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#### 4.0 DELIVERY PERIOD

The Procurement of Cascades shall be valid for a period of Two (02) years from the date of “Letter of intent (LoI)”. Delivery of Cascades shall be Within 12 weeks from the date of Letter of intimation from BPCL on FOT site basis as per issued PO accordingly.

#### 5.0 SUBMISSION OF BID & BID VALIDITY

- 5.1 Bids are required to be submitted only through BPCL e-procurement site at <https://bpclproc.in/> on or before the Bid submission date and time. Bidders are required to enrol on BPCL e-procurement site at <https://bpclproc.in/>.
- 5.2 Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering.
- 5.3 Bid should be valid for 6 (Six) months from the date of scheduled bid submission.

#### 6.0 BIDDING PROCEDURE

- 6.1 Bidding will be conducted through Open Domestic competitive bidding basis. Single stage two bid system is adopted for this tender.

#### 7.0 DETAILS OF BID DOCUMENTS

7.1	Type of Enquiry	Open Domestic Competitive Bidding Basis
7.2	Tender Document Number	P.013460 D11031 030
7.3	Availability of Tender Document on Website	11.04.2019 to 02.05.2019
7.4	Bid document fee	Not Applicable
7.5	Pre bid meeting date and venue	On 17.04.2019 at 1100 HRS. (IST) at TE's Gurgaon office
7.6	Earnest Money Deposit / Bid Security	As per Clause No. 9 below
7.7	Bid Submission date and time of Online submission of Bids (Bid Due Date)	02.05.2019 till 1400 HRS. (IST)
7.8	Online Opening of Techno-Commercial Unpriced Bid	02.05.2019 at 1500 HRS. (IST) at TE Gurgaon office
7.9	Price bid opening date and time	Date and time shall be intimated later

The complete Bidding Document is available on BPCL website: <https://bpclproc.in> and Tractebel's website : [www.tractebelindia.com](http://www.tractebelindia.com)

Bidders can view / download the tender document from the above website.

All amendments, time extension, clarifications etc. will be uploaded in the above websites only and will not be published in Newspapers. Bidders should regularly visit the above website to keep themselves updated.

#### 8.0 BID EVALUATION CRITERIA (BEC)

- 8.1 Technical
- 8.1.1 The bidder should be a manufacturer of CNG Storage Cascades handling CNG at 250 bar pressure.



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- 8.1.2 The bidder should have Engineered, Manufactured, Assembled, Tested and Supplied minimum 03 Nos. of Stationary/ Mobile CNG Cascade of 3000 WL or higher capacity from the proposed manufacturing facility in a single order within last 7(seven) years ending on last day of the month previous to the one in which tender is invited.
- 8.1.3 The bidder should have manufacturing/fabrication facilities with adequate testing/quality assurance facilities as per applicable codes.
- 8.1.4 Cylinder manufacturing facility shall have a valid approval of Petroleum and Explosives Safety Organization (PESO), Government of India.
- 8.2 Financial
- 8.2.1 Turnover
- Minimum Average Annual Turnover during the immediately preceding three financial years should be at least Rs. 50,88,000.00 ( Rupees Fifty Lakhs Eighty Eight Thousands only).
- 8.2.2 Net worth
- The financial net worth of the bidder as per the audited financial results of immediately preceding financial year should be positive.
- 8.3 Bidder shall not be under liquidation, court receivership or similar proceeding. Undertaking to this effect to be submitted by bidder.
- 8.4 Clarificatory notes to BEC
- A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary/ Holding company executed value against any single order fulfilling BEC criteria will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder and challan towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
  - “Financial year / previous periods as above shall be reckoned from the date of tender (RFQ).”
  - In case the bidder is executing a rate contract which is still running and the value of the work executed till one day prior to the due date of submission is equal to or more than the value of the work as mentioned in the BEC-Technical, such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate to this effect issued by the end user/owner/ Authorized consultant.
  - In case audited balance sheets and profit and loss account for the immediate preceding financial year is not available for bid closing date up to 30th September, the Bidder has an option to submit the audited balance sheets and profit & loss account of the three previous years immediately prior to the last financial year. However, for bid closing date after 30th September, the bidder has to compulsorily submit the audited balance sheets and profit and loss account for the immediate three preceding financial years, for evaluation and his qualification with respect to financial criteria. In any case the date (i.e. the financial period closing date) of the immediate previous year’s audited annual accounts should not be older than eighteen (18) months from the date of publication of tender.
- 8.5 Bids may be submitted by:
- Bids may be submitted by an Entity (Sole domestic bidder) and must be duly registered with GST. Sole domestic bidder should have completed 3 financial years after date of commencement of Business.
- Bidding through JV or in a Consortium is not permitted.
- 8.6 Documents required to be submitted by bidder along with the bid for qualification of BEC:

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BEC Clause No.	Description	Documents required for qualification
<b>BEC-Technical</b>		
8.1.1	Certificate	ISO/BIS certificate, PESO approval & other documentary evidence in support of requirement.
8.1.2	Experience	(a) Copies of Purchase Order (P.O.) / Work Order (WO) (b) Inspection Release Note of relevant previous supplies (having cross reference to P.O.) / Dispatch documents.
8.1.3	Certificate	ISO certificate or certificate issued by Statutory auditors
8.1.4	Certificate	PESO Certificate for CNG cylinders.
8.4 Note a)	Jobs executed for Subsidiary / Fellow subsidiary/ Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder and challan towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.
<b>BEC-Financial</b>		
8.2.1	Annual Turn-over	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement along with its annexures] of last three (3) preceding Financial Year(s) duly signed and stamped by a chartered accountant, as per BEC, along with un-price bid.
2.2.2	Net Worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement along with its annexures] of last audited Financial Year duly signed and stamped by a chartered accountant as per BEC, along with un-price bid.
8.5.1	GST	Documentary Evidence for GST registration

Owner reserve the right to reject the bid without making any reference to the bidder.

Notes:

- Failure to meet the above qualifying criteria(s) will render the bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence including certificate(s) from the client of the work executed etc. to justify that the bidder meets the qualifying criteria.
- All documents furnished by the bidder in support of meeting the Technical and Financial criteria of BEC shall be:

Either

Duly certified by Statutory Auditors of the bidder

Or

Duly verified and certified by any one of the following independent third party inspection agency viz. SGS / IRS / DNV GL / LRIS / EIL / TATA Projects / PDIL / ULPL / RITES Ltd. / ITSPL / Inertek / BVIS. All charges of the third party for attestations and verification shall be borne by the Bidders for document verification. Bidder has to enclose the TPIA verification certificate duly signed & stamped by Authorized signatory of TPIA.

- 8.7 All documents furnished by the bidder in support of meeting the Technical and Financial criteria of BEC shall be submitted in a separate section / booklet along with their unpriced bid. This section / booklet shall be titled as "Documentation against Bid Evaluation Criteria (Technical and Financial)" with proper index and page numbering.
- 8.8 Submission of authentic documents is the prime responsibility of the Bidder. However, BPCL/TE reserves the right of getting the document cross verified, at their discretion from the document issuing authority.

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8.9 BPCL reserves the right to complete the evaluation based on the details furnished (without seeking any additional information) and / or in-house data, survey or otherwise.

## 9.0 BID SECURITY/ EMD

9.1 All bids must be accompanied by a bid security amount of Rs. 1,00,000/- ( Rupees One Lakh only) .

9.2 EMD shall be in favour of Bharat Petroleum Corporation Limited and shall be acceptable in the form of Crossed Demand Draft (Payable at Delhi) or Bank Guarantees (B.G.) in the prescribed pro-forma from Scheduled Commercial banks in India / Indian Branch of Foreign Bank registered with RBI. The B.G. shall be valid for a period of 6 months from the final due date of submission of Bid with a claim period of 3 months.

9.3 Bidders are required to submit the EMD (in the prescribed format) in original at the time of bid submission in sealed envelope and are required to upload the scanned copy of EMD on BPCL e-portal along with e-Bid. EMD in original shall be submitted in a sealed envelope titled "Earnest Money Deposit for Supply of CNG Storage Stationary & Mobile Cascades in the State of Haryana, at Tractebel Engineering Pvt. Ltd., 68, Institutional Area, Sector 44, Gurgaon, Haryana- 122002. Bidder must upload the scanned copy of EMD (in the prescribed format) on BPCL e-procurement site along with the e-bid. Swift message / Cheque / Cash / NEFT / RTGS shall not be acceptable. In case bidder fails to upload scanned copy of EMD on BPCL e-portal by the bid due date & time, such bids shall not be considered for evaluation.

9.4 If the Bidder is unable to submit original EMD within the due date and time of Bid submission, he may submit the same within 7 calendar days from the date of unpriced bid opening, provided scanned copy of the same have been uploaded on E-Tendering website along with the bid. In case the Bidder fails to submit the EMD in original within 7 calendar days, his bid shall be rejected, irrespective of their status / ranking in tender and notwithstanding the fact that a copy of EMD were uploaded earlier by the Bidder.

9.5 Following categories of bidders shall be 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 above are subject to the fulfilling of under mentioned conditions:

- a) 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 and Handloom or any other body specified by Ministry of MSME).
- b) The Unit should be registered for the item tendered.
- c) Registration Certificate is valid for a period at least upto validity of the bid offer i.e. six months from the schedule date of bid submission.
- d) Self-attested copy of valid relevant registration certificate should be submitted in support.
- e) Registration with DGS&D will not entitle a Tenderer to claim above exemption.

## 10.0 SUBMISSION OF ORIGINAL DOCUMENTS

10.1 The following documents, in addition to uploading in the bid on BPCL's e-procurement site, shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the TE office, Gurgaon:-

- i) Bid Security / EMD
- ii) Power of Attorney
- iii) Integrity Pact
- iv) Declaration of liquidation, court receivership or similar proceeding

Bidders to ensure that "Cut Out Slip" attached to IFB, must be pasted on outer envelope to ensure that above mentioned original documents reaches to concerned official before due date & time.

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## **11.0 PRE-BID MEETING**

11.1 The bidder(s) or his official representative are requested to attend the pre-bid meeting so that their queries, if any, related to the tender document and scope of work can be addressed. Meeting will take place at TE's office at 68, Institutional Area, Sector 44, Gurgaon 122 002 (Haryana) on date and time mentioned in clause no. 7 above. Bidder (s) queries if any, must reach Owner/ Consultant office at least two days prior to pre-bid meeting date.

11.2 Non-attendance of the pre-bid meeting shall not be cause of disqualification of the bidder.

11.3 The bidders may send their queries, if any, on Bidding Document by email / courier to reach TE/BPCL before the pre-bid meeting. These queries shall be replied during the Pre-bid meeting.

The Contact person :-

Mr. Chandan Kumar (TE)- M 9971900249

Mr. Vipul Arora (BPCL)-M 9416621515

## **12.0 ZERO DEVIATION BIDS**

12.1 This is a ZERO deviation bidding process. Bidder is to ensure compliance of all provisions of the bidding document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

## **13.0 GENERAL**

13.1 BPCL/TE reserves the right to carry out capacity & capability assessment of the bidder using in-house information and past performance.

13.2 The bidders shall submit an affidavit on a stamp paper of Rs.100/- duly attested by a Notary / Magistrate stating that the bidder shall not be under liquidation, court receivership or similar proceeding and their business is not banned by any Central / State Government Department / Public Undertaking or Enterprise or Central / State Governments. The original affidavit containing the declaration shall be submitted along with the original other Documents as per clause no 10 of IFB.

13.3 Integrity Pact duly signed & stamped shall be submitted in original in a separate sealed envelope along with the original EMD as per above clause no – 10 of IFB.

13.4 BPCL/TE will not be responsible or liable for cost incurred in preparation, submission & delivery of bids, regardless of the conduct or outcome of the bidding process.

13.5 In case any bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.

13.6 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.

13.7 Unsolicited clarifications to the bid offer and / or change in the prices during the validity period would render the bid liable for rejection.

13.8 Total works shall be awarded based on OVERALL LOWEST COST (L1) basis for complete scope of work as per the provisions of the Bidding Document.

13.9 BPCL/TE reserves the right to reject any or all the bids received or annul the bidding process at any time at their sole discretion without assigning any reason whatsoever.

13.10 BPCL will allow Public Sector Enterprises (Central / State), purchase preference as admissible / applicable from time to time under the existing Govt. policy. BPCL shall also follow the Public Procurement Policy on Procurement of Goods and services from Micro and Small Enterprises (MSEs) Order 2012.



13.11 All other terms and condition shall be as per the bidding documents.

13.12 Bidder shall furnish necessary documentary evidence along with the bid, by way of track record, copies of work order, division of responsibilities for the work performed, completion certificate, MOU document/

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commitment letters etc. as per requirement. In absence of such documents, BPCL reserve the right to reject the Bid without making any reference to the Bidder or assigning any reason what-so-ever. Bidder shall provide documentary proof in the form of purchase order / contract letter. Offers received without documentary proof are liable for rejection

- 13.13 BPCL / TE, at its discretion reserves the right to verify information submitted and inspect the facilities at party's work to confirm their capabilities.
- 13.14 BPCL decision on any matter regarding short listing of bidders shall be final.
- 13.15 Bids of bidders on "Holiday" as per BPCL/PSU or its subsidiaries records shall not be considered for evaluation and ordering.
- 13.16 Failure to meet the above Qualification Criteria will render the Bid liable to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given above. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional Information.
- 13.17 All documents submitted should be in English only.
- 13.18 Bidder registered with NSIC / MSE shall furnish a photocopy of the valid certificate for the same, duly attested by a gazetted officer or notarized.
- 13.19 Directions for submitting online offers, electronically, against e-procurement tenders directly through internet.
- 13.20 Tenderers are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves at the earliest.
- 13.21 The system time that will be displayed on e-procurement (e-bid) web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- 13.22 All questions and requests for clarifications or interpretations related to tender documents shall be addressed in writing to:
- Chandan Kumar Singh / Sunil Kumar Gupta  
Project Manager, Tractebel Engineering Pvt. Ltd.  
68, Institutional Area,  
Sector 44, Gurgaon, Haryana-122002.  
Tel. No. +91 124 4698500  
E-mail: [Chandan.kumar@tractebel.engie.com](mailto:Chandan.kumar@tractebel.engie.com) /  
[sunil.gupta@tractebel.engie.com](mailto:sunil.gupta@tractebel.engie.com)
- 13.23 Contact numbers of support desk of BPCL eproc website in case of any issue with website which is as follows:
1. Imtiyan Tazani - 09824763363, 079-68136861, support@bpclproc.in
  2. Manish Baliyan - 09265871722, 0120-2474951, manish.k@eptl.in

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**BHARAT PETROLEUM CORPORATION LIMITED  
(BPCL)**

**CITY GAS DISTRIBUTION PROJECT IN ROHTAK  
(HARYANA)**



**TENDER DOCUMENT**

**FOR**

**FOR SUPPLY OF CNG STORAGE STATIONARY &  
MOBILE CASCADES FOR CGD PROJECT AT ROHTAK  
IN THE STATE OF HARYANA**

**SECTION-II**



**INSTRUCTIONS TO BIDDERS (ITB)**

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## **A. GENERAL**

### **1.0 INTRODUCTION**



- 1.1 This tender deals with the Supply of CNG Storage Stationary & Mobile Cascades in the State of Haryana. For details Bidding Document.
- 1.2 BPCL/TE invites e-bids in two part bids under single stage for the entire scope of work covered under the Bidding Document for procurement of goods basis. (hereinafter for the purpose of these instructions collectively referred as “GOODS”).
- 1.3 It shall be Bidder’s responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.

### **2.0 ELIGIBILITY OF BIDDERS**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Owner for Corrupt/ Fraudulent/ Collusive/ Coercive practices.
- 2.2 The Bidder is not put on holiday/ banned by BPCL or Tractebel (TE) or put on holiday/ banned by any Government Department/ Public Sector Enterprise on due date of submission of bid. If documents are downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award.
- 2.3 In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BPCL by the bidder.
- 2.4 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- 2.5 In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BPCL by the bidder.
- 2.6 It shall be the sole responsibility of the bidder to inform BPCL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per BPCL’s policy.
- 2.7 Bidder shall not be affiliated with a firm or entity:
  - (i) that has provided consulting services related to the work to the Owner during the preparatory stages of the work or of the project of which the works/services forms a part of or
  - (ii) that has been hired (proposed to be hired) by the Owner as an Engineer/ Consultant for the contract.
- 2.8 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder’s claim of meeting qualification criteria.
- 2.9 Bidders shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder. Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.  
  
The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

### **3.0 ONE BID PER BIDDER**

- 3.0 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

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3.1 Alternative Bids shall not be considered.

#### **4.0 COST OF BIDDING**

4.0 The All direct and indirect costs associated with the preparation and submission of bid (including clarification meetings and site visit, if any), shall be to Bidder's account and BPCL/TE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **5.0 SITE LOCATION / SITE VISIT [NOT APPLICABLE FOR THIS TENDER]**

5.0 Bidder is advised to visit and examine the site, its surroundings and familiarize himself of the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

5.1 The Bidder or any of its personnel or agents will be granted permission by BPCL to enter upon its premises and land for the purpose of such visits, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify BPCL and his personnel and agents from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result thereof.

5.2 The Bidder shall not be entitled to hold any claim against BPCL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

#### **6.0 ACKNOWLEDGEMENT & CONFIRMATION**

6.0 Bidder shall acknowledge against the Tender on BPCL's website <https://bpclproc.in/> and confirm his intention to bid or reason(s) of not participating in the tendering or in case of regret / negative acknowledgement.

### **B. BIDDING DOCUMENT. CLARIFICATION AND AMENDMENT**

#### **7.0 CONTENTS OF BIDDING DOCUMENT**

7.0 The Bidding Document shall be read in conjunction with any amendment issued in accordance with Clause 9.0 below.



##### **Volume I Commercial Volume**

- Section-I : Invitation for Bid [IFB]
- Section-II : Instructions to Bidders [ITB]
- Section-III : General Purchase Conditions and its Addendum [GPC]
- Section-IV : Special Purchase Conditions of Contract [SPC]
- Section-V : Forms & Formats
- Section-VI : Price Schedule / Schedule of Rates (SOR)

##### **Volume II to II – Technical Volume**

- Technical Specifications, Scope of Work and Drawings etc.

7.1 Although all the details presented in this Bidding Document have been compiled with reasonable care, however, the Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and Bidder to ensure that the information provided is adequate, clearly understood and it includes all documents as per Master Index.

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7.2 Bidding documents once issued / downloaded are non-transferable.

## **8.0 CLARIFICATION OF BIDDING DOCUMENTS**

8.1 Bidder shall examine the Bidding Document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification within the cutoff date as specified in IFB or prior to the Bid Closing Date. Such clarification requests shall be directed to the address given in IFB.

8.2 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of Contract, from performing the work in accordance with the Contract.

8.3 Response to queries / clarifications raised will be sent as expeditiously as possible to all who have been issued the Bidding Documents. The response shall not form part of the Bidding Document unless issued as an Addendum / Amendment. The queries raised (without identifying the sources of the query) and the responses will be uploaded on website.

8.4 Bidders are expected to resolve all their clarifications/queries to the Bidding Document and submit their bid in total compliance to Bidding Document without any deviation / stipulation / clarification.

## **9.0 AMENDMENT OF BIDDING DOCUMENTS**

9.1 BPCL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period and subsequent to receiving the bids. Any addendum thus issued shall be part of the Bidding Documents and Bidder shall submit 'Original' Addendum / Compliance letter duly signed and stamped in token of his acceptance.

9.2 For Addendum issued during the bidding period, Bidder shall consider the impact in his bid. For Addendum issued subsequent to receiving the bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

9.3 The Owner, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

## **10.0 CONFIDENTIALITY OF BIDDING DOCUMENT**

11.1 Bidders shall treat the bidding documents and contents therein as strictly confidential.

11.2 The Bidding Document is and shall remain the exclusive property of BPCL without any right to Bidder to use them for any purpose except for the purpose of Bidding.

## **C. PREPARATION OF BIDS**

### **11.0 LANGUAGE OF BID**



11.1 The Bid and all correspondence, drawing(s), document(s), certificate(s) etc. related to the bid exchanged by bidder and BPCL shall be written in English Language. For supported documents and printed literature submitted in any another language, an equivalent English translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the bid, the English translation shall govern.

### **12.0 DOCUMENTS COMPRISING THE BID**



12.1 The e-bid must be complete in all respects, leaving no scope of ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.

12.2 The bid shall be submitted by uploading relevant document in respective covers provided in the e-tendering website.

- Earnest money deposit
- Documentation against bid evaluation criteria
- Techno-commercial / unpriced bid

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- Price bid
- 12.3 Documentation against Bid Evaluation Criteria shall contain the following documents and to be uploaded in e-tendering website:
- Work order/PO/Agreement of similar works executed/completed by the bidder mentioning the value and the scope of work as documentary evidence.
  - Completion/ Execution Certificate of similar works from the client / end user / any documentary evidence to establish successful completion of similar works.
  - Audited balance sheets and profit & loss statements of immediately preceding three financial years
- 12.4 Techno-Commercial / Un-priced bid shall contain the following documents and to be uploaded in e-tendering website:
- a) Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
  - b) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR without rate) with prices blanked out mentioning quoted / not quoted (as applicable) written against each SOR line item.
  - c) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid on stamp paper.
  - d) Copy of Partnership Deed in case of partnership firm or Memorandum & Article of Association in case of limited company.
  - e) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
  - f) 'Bidder's General Information', as per 'Form F-1'.
  - g) 'Bid Form', as per 'Form F-2'
  - h) Information about current litigation/ Arbitration, if any, in which bidder is involved as per Form F-3
  - i) Bidder's financial Capabilities as per Form F-4
  - j) Declaration by Bidder as per Form F-5
  - k) 'No Deviation Confirmation', as per 'Form F-6'
  - l) Checklist for submission of bid, in 'Form F-7'
  - m) Commercial Questionnaire 'Form F-8'
  - n) 'Agreed Terms and Conditions', as per 'Form F-9'
  - o) Declaration By Black Listing / Holiday Listing as Per 'Form F-10'
  - p) Bank Mandate Form as Per 'Form F-11'
  - q) Undertaking For Non-Engagement Of Child Labour as Per 'Form F-12'
  - r) Integrity Pact as Per 'Form F-14'
  - s) Indemnity Bond as per 'Form F-15'
  - t) Cancelled Cheque of bidders.
  - u) Any other information/details required as per Bidding Document
  - v) EMD / Bid Security

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**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

**12.5 Price Bid shall consist of :**

Schedule of Rates duly filled in rates.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void and shall render the bid liable for rejection.

**12.6 Earnest Money Deposit / Bid Security:**

EMD / Bid Security, in the form of Crossed Demand Draft (DD) / Bank Guarantee (as per proforma provided in GPC) of requisite amount in favour of "BHARAT PETROLEUM CORPORATION LIMITED" payable at New Delhi, as stipulated in IFB, shall be submitted in following manner:

**Original EMD : Not later than Seven (7) calendar days from the date of Bid Opening**

**Copy of Original EMD : Scanned & uploaded in E-Tendering Portal along with the Bid**

In case of exemption of EMD as per clause 15 below, the scanned copy of the requisite documents such as self-attested copy of valid registration certificate should be uploaded in e-tender website. However, original of the same should be sent to TE office, Gurgaon within 07 calendar days from the date of Bid Opening alongwith other original documents.

**12.7 Bidder shall submit the following documents in ORIGINAL within Seven (7) calendar days from the date of Bid Opening, providing copy of the same have been uploaded on E- Tendering Website:**



- i) Original EMD / Self-attested copy of valid NSIC / MSE certificate.
- ii) Original Power of Attorney.
- iii) Original signed and stamped Integrity Pact.

The address for submission of original documents is as follows:

Tractebel Engineering Pvt. Ltd.  
2<sup>nd</sup> floor, 68, Institutional Area,  
Sector 44,  
Gurgaon, Haryana-122002.  
Tel. No. +91 124 471 2260

**13.0 BID PRICES & BIDDING CURRENCY**

- 13.1 The bidder shall quote bid Prices on the appropriate format for "Schedule of Rates" enclosed as part of bidding document.
- 13.2 The bidder shall quote the prices for items in the Schedule of Rate after careful analysis of cost involved for the performance of complete scope of work, scope of supply after considering all parts of the Bidding Document. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GPC, SPC or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost to be incurred for such activity.
- 13.3 Unless stated otherwise in the bidding documents, the Contract shall be for the complete scope of work as described in Bidding Document.
- 13.4 Prices must be filled in format for "Schedule of Rates" enclosed as part of bidding document. If quoted in separate type sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 13.5 Bidders shall indicate the following as per SOR for the Supply & Service portion.



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- 13.6 Unit FOT Dispatch point price including packing & forwarding but excluding taxes and duties on finished goods. The prices shall also be inclusive of all costs as well as duties and taxes paid or payable on components, raw materials, bought out materials and consumables incorporated or to be incorporated in the goods.
- 13.7 Taxes and duties which will be payable on the finished goods, if this contract is awarded.
- 13.8 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 13.9 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB.
- 13.10 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

#### **14.0 TAXES & DUTIES**

- 14.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to BPCL's account.
- Beyond the contractual delivery period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) shall be to Supplier's account, whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall not be passed on to the Purchaser.
- The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 14.1.1 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 14.1.2 With respect to clause no. 13.1 C) and 13.2, the statutory variation in Import Duty on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser.
- 14.1.3 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.
- 14.1.4 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 14.1.5 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
- 14.1.6 The supplier shall mention the particulars of Bharat Petroleum Corporation Limited on the Invoice. Besides, if any other particulars of BPCL are required to be mentioned, under GST rules/regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 14.1.7 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of BPCL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BPCL to the government exchequer, then, that Supplier shall be put under Holiday list of BPCL as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.



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- 14.1.8 BPCL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
- 14.2 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BPCL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BPCL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST & SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by BPCL.
- 14.3 No Mobilization Advance and No secured advance will be paid.

## **15.0 BID VALIDITY**



- 15.1 Bid shall remain valid for a minimum period of 6 (Six) months from final due date of submission of Bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof without written consent of the BPCL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of BPCL, BPCL shall forfeit EMD and reject their bids. Such Bidder also may be put on Holiday list.
- 15.2 BPCL may request the bidders for extension of the period of validity of bid. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD shall also be suitably extended. Bidders may refuse the request of extension of bid validity without forfeiting his EMD. However, bidders agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.

## **16.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

- 16.1 Bidder shall furnish, as part of its Bid, EMD for an amount as indicated in the IFB. The Bids not accompanied with EMD or EMD not as per Pro-forma given in the Bidding Document shall be considered as non-responsive and such Bids shall be liable for rejected. BPCL shall not pay any interest on EMD furnished.
- 16.2 Details of EMD shall be entered before uploading of bid and copy of EMD shall be uploaded in the respective cover provided in the e-tendering website for a value specified in IFB.
- 16.3 Following categories of bidders shall be 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 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 and Handloom or any other body specified by Ministry of MSME).
  - The Unit should be registered for the item tendered.**
  - Registration Certificate is valid for a period at least upto 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.
- 16.4 Bid securities of unsuccessful bidders will be returned upon award of Contract. However, EMD of the successful Bidder will be returned upon the Bidder's executing the Contract, and furnishing the Security Deposit.
- 16.5 The EMD may be forfeited:

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- i) If a Bidder withdraws its bid during the period of Bid Validity or does any breach of tendering terms and conditions, or
- ii) If a bidder modifies his bid on his own.
- iii) If a bidder after opening of price bid increases the price, though within the validity period and even though the offer remains lowest
- iv) In case of a successful Bidder, if the Bidder fails, within the specified period:
  - a. to sign the Contract.
  - b. to furnish the Security Deposit.

## **17.0 PRE-BID QUERIES**

- 17.1 The purpose of the pre-bid queries will be to clarify issues and to answer questions on any matter pertaining to the Tender conditions that may be raised by bidders who have been issued the Bidding Document.
- 17.2 The bidder is requested to submit any queries / clarification / information pertaining to Bidding Document in writing delivered by hand or by fax / e-mail as per Form F-13 enclosed in the Bidding Document so as to reach BPCL not later than the date specified in the Notice Inviting Tender. Queries / Clarifications / Information sought in any other manner shall not be responded to. The editable soft copies of the queries may also be e-mailed at the address [Chandan.kumar@tractebel.engie.com](mailto:Chandan.kumar@tractebel.engie.com) & [sunil.gupta@tractebel.engie.com](mailto:sunil.gupta@tractebel.engie.com) to enable BPCL/TE to prepare replies to the queries against each query in the same format expeditiously.
- 17.3 BPCL/TE's responses to Bidder's queries / clarifications raised will be furnished as expeditiously as possible to all those who have downloaded the Bidding Document and shall be e-mailed to all other bidders who have downloaded the Bidding Document.

Any modification of the Bidding Document, which may become necessary as a result of the pre-bid queries shall be intimated to all bidders through the issue of an Addendum / Amendment.



## **18.0 FORMAT AND SIGNING OF BID**

- 18.1 The bidder shall upload the Techno-commercial bid duly filled, signed and stamped and the price bid in excel file duly filled rates in respective folder provided in the e-tendering website.
- 18.2 All pages of bid shall be stamped and initialed by person(s) signing the bid.
- 18.3 The bid shall contain no interlineations, erasures or overwriting. In case any corrections are required, the original writings shall be neatly cut / penned through and re-written nearby. No overwriting or erasure of original writings by use of "white fluid" or otherwise is permitted. In case any erasure using "white correcting fluid is found, the offer shall be liable to be rejected. All corrections / cuttings / alterations shall be signed in full by the Bidder with date.

## **19.0 BID REJECTION CRITERIA / COMPLIANCE TO BID REQUIREMENT**

- 19.1 BPCL/ TE expect Bidder's compliance to requirement of Bidding Document without any deviation and submit substantially responsive bid.
- 19.2 Bids not compliance to requirement of Bidding Document shall not be accepted and BPCL / TE may not seek any clarification / correspondence from bidders in case sufficient acceptable bids are received. Therefore, bidders are requested to submit their bids complete in all respects.
- 19.3 Bidders shall ensure that their bids are complete in all respects and conform to terms, conditions and Bid Evaluation criteria of Tender. Bids not complying with BPCL/ TE's requirement may be rejected without



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seeking any clarifications.

- 19.4 In any case, no exception or deviation shall be accepted to the following critical stipulations of Bidding Document and bids containing deviations / exceptions to these shall be considered to be non-responsive and are liable to be rejected:

- Earnest Money Deposit
- Arbitration clause
- Defect Liability Period
- Bid Validity
- Schedule of Rates
- Price Basis
- Completion schedule / Time Schedule
- Security Deposit / Performance Bank Guarantee
- Mobilization Advance
- Price Reduction Schedule
- Termination and suspension
- Force Majeure
- Scope of Work / Scope of Supply
- Liquidated Damages for Delay
- Integrity Pact
- Any other rejection criteria specified elsewhere in the Bidding Document.



- 19.5 The deviation on other clauses, if unavoidable, should be furnished as per Form-6 attached. Exception / Deviations submitted in any other form and mentioned elsewhere in their Bid shall not be considered. If any exception / deviation are acceptable to BPCL, the same shall be issued to all bidders through an amendment. All other deviations / exceptions, not incorporated in amendment, shall be withdrawn by bidders failing which offer of such bidders shall not be acceptable. If a bidder takes any further deviations other than those agreed, while submitting the revised price bid / price implication (if any), his bid shall be rejected outright without any reference. In case any deviations is found in the revised price bid / price implication, the bidder is also liable to be placed on holiday for future tenders.

## **20.0 E-PAYMENT**

BPCL has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The bidder should give the details of his bank account as per the bank mandate form F-11.

## **21.0 CHECK LIST FOR SUBMISSION OF BID**

- 21.1 To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents / details in un-priced commercial part of bid, has been enclosed.

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- 21.2 Bidder is required to fill the checklist and submit along with the bid for ready reference. All documents shall be submitted under various sections as per this Check List.

#### **D. BID SUBMISSION**

##### **22.0 SUBMISSION OF BID**

- 22.1 For submission of Bid, due date and time for submissions of bids have been mentioned in the IFB. Bids cannot be uploaded by bidders on the website beyond the Bid Due Date and time.
- 22.2 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.

##### **23.0 DATE, TIME & PLACE OF SUBMISSION**

- 23.1 Bid must be submitted by the bidder through e-tendering on or before bid due date and time mentioned in the IFB or any extension thereof as duly notified at <http://bpcleproc.in/>. (However, Bidders are requested not to ask any extension in due date for submission of Bids in view of tight project schedule.)
- 23.2 Bidders are advised in their own interest to carefully go through various help links provided at BPCL E-Tendering website so as to ensure that bids are uploaded in E-Tendering website well before the closing date and time of bid submission.
- 23.3 In the event of failure in bidder's connectivity with BPCL website during the last few hours on account of problem on bidders account, they are likely to miss the deadline for bid submission. Due date extension request due to this reason will not be entertained. In view of the same, bidders are advised to upload their bid in advance.

##### **24.0 LATE BIDS**

- 24.1 E-tendering system of BPCL shall close immediately after the due date & time for submission of bid and no bids can be submitted thereafter.
- 24.2 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

##### **25.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 25.1 The Bidder may modify or withdraw its Bid after the Bid's submission but prior to the due date prescribed for submission of Bids by selecting the detaching option available in the e-tender portal.
- 25.2 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder. Withdrawal of a bid during this interval shall result in the forfeiture of bidder's EMD / Bid security.



##### **26.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

BPCL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for BPCL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BPCL shall respond quickly.

#### **E. BID OPENING AND EVALUATION**

##### **27.0 OPENING OF BIDS**

- 27.1 The un-priced Bids shall be opened online through e-tender portal, at the specified date and time given in the RFQ document or extended otherwise. The Bidders who have submitted their Bid will be able to view online the name & status of all the Bidders at their respective windows, after Bid opening by BPCL.

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## **28.0 CLARIFICATIONS OF BIDS**

- 28.1 BPCL / TE, if necessary, will obtain clarifications on the Bid by requesting for such information / clarification from any or all Bidders, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by BPCL / TE.

## **29.0 CONFIDENTIALITY**

- 29.1 Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

## **30.0 CONTACTING THE OWNER / CONSULTANT**



- 30.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Owner / Consultant on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 30.2 Any effort by the Bidder to influence the Owner / Consultant in the 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid.

## **31.0 EVALUATION OF TECHNO-COMMERCIAL BIDS**

- 31.1 Prior to price opening of bids, BPCL/TE will determine whether each bid
- is accompanied by required EMD (as applicable)
  - Fulfills the Bid Evaluation Criteria stated in IFB.
  - Totally compliance to the requirement of the Bidding document.
  - provides any clarifications and / or requirement pursuant to clause 27.0 above
- 31.2 Bidder shall submit all the details asked for with their Bid. However, BPCL/TE may give opportunity to the Bidders to submit missing details or clarifications within the stipulated time. In case these are not submitted within stipulated time, offer of the Bidder will be evaluated based on available details. The same shall be considered, if found adequate or else shall be rejected.
- 31.3 BPCL reserve the right to use in-house information for assessment of capability of Bidder and their performance on jobs completed / in progress for evaluation purpose.
- 31.4 Pro-forma of Integrity Pact (IP) shall be returned by the Bidder along with the un-priced bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with the bid documents shall result in the bid not being considered for further evaluation. Proforma of Integrity Pact is attached in tender document as Form F-14.
- 31.5 Bidders may raise dispute / complaints, if any, with the nominated Independent External Monitors as mentioned in the Integrity Pact Document.
- 31.6 Directives issued by Govt. of India from time to time shall be given due consideration during bid evaluation.

## **32.0 OPENING OF PRICE BID**

- 32.1 Price part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened online. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. The considered techno-commercially acceptable Bidder will be able to view online the price sheets of other techno-commercially acceptable bidders at their respective windows, after priced bid opening.

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### 33.0 CORRECTION OF ERRORS

- 33.1 Bids determined to be substantially responsive will be checked by the Owner for any arithmetic errors. Errors will be corrected by the Owner as follows:
- When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
  - When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
  - When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 33.2 The amount stated in the bid will be adjusted by the Owner in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

### 34.0 EVALUATION OF PRICE BIDS

- 34.1 The OWNER / Consultant will evaluate and compare the bids who are found to be techno-commercially qualified.

### 35.0 EVALUATION AND COMPARISON OF PRICE BIDS

The evaluation for award shall be made on overall lowest cost basis including applicable GST (CGST & SGST/ UTGST or IGST). Bidders must quote for full quantity against all the items of quoted SOR, failing which their offer shall not be considered for evaluation.

**BPCL is not entitled for input credit of GST (CGST&SGST/UTGST or IGST) in case of present tender.**

The OWNER / CONSULTANT will evaluate and compare bids on complete package basis the bids as mentioned below:

- 35.1.1 The prices shall be compared on overall basis inclusive of all material supply with taxes/duties, cess, including inland transportation to site, & transit insurance as per bid document.

Note:

- In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST&SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST&SGST/UTGST or IGST) of price schedule.
- In case any cess on GST is applicable, same shall also be considered in evaluation.



- 35.1.2 Bids not conforming to technical specifications / requirements shall be rejected.

### 36.0 Preferences

#### 36.1 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 36.2 Following provision has been incorporated for Micro and Small Enterprises (MSE), in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from MSEs.

- Issue of tender document to MSEs free of cost.
- Exemption to MSEs from payment of EMD.
- In Tender, participating Micro and Small Enterprises quoting price within price band of L 1 +15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall

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be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.
- v) In case tendered item is non-splitable or non-dividable, MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

36.3 The MSE(s) owned by SC/ST/ Woman Entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST/Woman.
- b) In case of partnership MSE, the SC/ST/Woman partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST/Woman. If the MSE is owned by SC/ST/Woman Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

36.4 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder shall submit the following :

- a) Documentary evidence that the Bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhar Memorandum.
- b) If the MSE is owned by SC/ST/Woman Entrepreneurs, the Bidder shall furnish appropriate documentary evidence in this regard.

**The above document(s) submitted by the Bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) where audited accounts are not mandatory as per law and notary public with legible stamp.**

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.



36.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

36.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

36.7 Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

36.8 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt / acceptance of Material / Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitation the financing of trade receivables of MSMEs through multiple financiers. BPCL is already registered on the following TReDS platform:

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- i) M/s Receivable Exchange of India (RXIL), Mumbai
- ii) M/s Mynd Solutions Private Limited (Mynd), New Delhi
- iii) M/s A. TReDS (Invoicemart), Mumbai

MSMEs are requested to kindly register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

36.9 **Present Tender items are splittable.**

### **37.0 ANTI-PROFITEERING CLAUSE**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly. Bidder shall submit an undertaking to this effect as per the format enclosed.

### **38.0 PURCHASE PREFERENCES SHALL BE ALLOWED AS PER GOVERNMENT GUIDELINES IN VOGUE AND PPP [PUBLIC PROCUREMENT POLICY] FOR MICRO AND SMALL ENTERPRISES.**

### **39.0 UNSOLICITED POST TENDER MODIFICATION**



- 39.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations / exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by BPCL. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Owner and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.
- 39.2 In the event of any suo-moto price increase sought by a bidder subsequent to the bid due date and which is not as a result of any change in scope of work or terms and conditions, the bid of such a bidder shall be rejected.
- 39.3 After opening of price bid, if the bidder increases the price, though within the validity period and even though the offer remains lowest, the bid should be rejected. In such event, the EMD of bidder shall be forfeited and shall not be considered for future enquiries for such actions.
- 39.4 Suo-moto Price reduction after price bid opening are to be ignored for evaluation. However, if the same bidder happens to be the lowest based on original price bids, the benefit of such reduction may be availed of while placing order.
- 39.5 Canvassing in any form will make the bid liable for rejection.

## **F. AWARD OF CONTRACT**

### **40.0 AWARD OF CONTRACT**

Subject to various clauses of ITB , the Owner will place the order on the successful bidders whose bid have been determined to be substantially responsive and have been selected for award on OVERALL LOWEST COST BASIS.



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#### **41.0 BPCL'S RIGHT TO ACCEPT OR REJECT ANY BID**

- 41.1 BPCL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for BPCL's action.
- 41.2 In the opinion of BPCL, if the total price or certain item rates quoted by the Lowest Bidder are considered high, he may invite the Lowest Bidder for price negotiation. Lowest Bidder shall attend such negotiation meetings and if requested by BPCL shall provide the analysis of rates / break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

#### **42.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**



- 42.1 Bidder, whose bid is accepted by BPCL, shall be issued Letter of Intent (LOI) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOI.
- 42.2 BPCL/TE shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non-acceptance of their bids, except for refund of EMD to unsuccessful Bidders, BPCL shall correspond only with the successful Bidder".

#### **43.0 CONTRACT AGREEMENT [ NOT APPLICABLE FOR THIS TENDER ]**

- 43.1 The Contractor shall execute a formal contract with BPCL within specified period from the date of issue of Detailed Letter of Acceptance on a non-judicial stamp paper and of appropriate value. The cost of non-judicial stamp paper shall be borne by the Contractor.
- 43.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this Bidding Document together with the annexed documents, modifications, deletions agreed upon by BPCL and bidder's acceptance thereof shall constitute a binding contract between the successful Bidder and BPCL based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 43.3 The contract shall be signed directly between Owner and Contractor.
- 43.4 The Contract document shall consist of the following:
- Contract Agreement on Non Judicial Stamp Paper
  - Detailed Letter of Award / Acceptance along with enclosures
  - Original Bidding Document.
  - Amendment / Corrigendum to original Bidding Document issued, if any.
  - Letter of Intent (LOI)
  - Integrity Pact
- 43.5 For all works of value 2 (Two) Lakhs and more, a formal agreement shall be signed between BPCL and Contractor in the format given in GPC, on non-judicial stamp paper of appropriate value. Cost of stamp paper shall be borne by the Contractor. Payments for such jobs shall be made by BPCL only after signing agreement by authorized representatives of BPCL and the Contractor. One original plus 2 (Two) copies of the contract documents shall be signed by the contractor and other copies shall be stamped. Original agreement on stamp paper shall be retained by BPCL and one signed copy shall be given to Consultant and the Contractor.

#### **44.0 MODIFICATION OF INSTRUCTIONS TO TENDER**

- 44.1 Instructions to Tenderers of GPC stand modified to the extent as specified in this Instructions to Bidders.

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#### **45.0 CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT**

- 45.1 After Notification of Award of works by BPCL, the successful bidder shall furnish a performance guarantee / security deposit. The Security Deposit may be furnished in the form of Accountant Payee Demand Draft payable to BPCL or Bank Guarantee in the prescribed format. The BG shall be from any Indian Scheduled Bank or an International Bank of repute having a branch in India or a corresponding banking relationship with an Indian Scheduled Bank.

#### **46.0 CARTEL FORMATION**

- 46.1 In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such bidder will also be debarred from bidding in future.

#### **47.0 FRAUDULENT PRACTICES**

- 47.1 BPCL requires that Bidders / Vendors / Contractors observe the highest standard of ethics during the award / execution of Contract. "Fraudulent Practices" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of BPCL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive BPCL of the benefits of free and open competition.
- 47.2 BPCL will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.
- Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.
- 47.3 In case, information / document furnished by the Bidder / Vendor / Contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract. BPCL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder / Vendor / Contractor without any prejudice to other rights available to BPCL under the contract such as forfeiture of CPBG / Security Deposit, withholding of payment etc.
- 47.4 In case, this issue of submission of false document comes to the notice after execution of work, BPCL shall have full right to forfeit any amount due to the Bidder / Vendor / Contractor along with forfeiture of CPBG / Security Deposit furnished by the Bidder / Vendor / Contractor.
- 47.5 Further, such Bidder / Vendor / Contractor shall be put on Blacklist / Holiday / Negative List of BPCL debarring them from future business with BPCL for a time period, as per the prevailing policy of BPCL.

#### **48.0 INTEGRITY PACT**



The bidder(s) are required to execute the "Integrity Pact" attached in the Bid Document. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

#### **49.0 PROVISIONS FOR STARTUPS [APPLICABLE FOR INDIAN BIDDERS ONLY] (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME)**

- 49.1 As mentioned in bid document, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

Further, the Startups are also exempted from submission of EMDs.



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For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity/group/item/part wise (as the case may be), as per tender document.

However, before supplying the total quantity, the startup enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity (rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required) and only after successful execution of this quantity the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be canceled without any financial implication on either side.

49.2 This Clause is not applicable for this tender.

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## APPENDIX – I TO ITB [ NOT APPLICABLE FOR THIS TENDER]

### POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

- 1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide O.M No: O-27011/44/2015-ONG-II/FP dated 25.04.2017 has forwarded policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas with objective to Support and boost the growth of Domestic Manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness; and boost the growth of Innovation/technology of domestic manufacturing sector. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).

- 2.0 **Eligibility:** Manufacturers/ Suppliers / service providers (as the case may be) having the Capability of meeting/ exceeding the local Content targets mentioned in the tender document.

In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (a) Public Procurement Policy for MSE 2012
- (b) Purchase Preference linked with Local Content

- 3.0 **Definition:**

- (i) Local Content hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.
- (ii) Domestic Manufacturer shall be business entity or individual having business activity established under Indian law and producing products domestically.
- (iii) Supplier of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof.
- (v) Verification shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- (vi) Purchase preference Where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the bidder Concerned, at the lowest valid price bid.
- (vii) Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- (viii) Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within the country
- (ix) Local Content (LC) in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out with in the country.

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- (x) Factory overhead cost shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- (xi) Company overhead cost shall be costs related to the marketing, administration and general affairs cost of the company.
- (xii) Indian Company means a company formed and registered under the Companies Act 1956 or the Companies Act 2013.
- (xiii) Foreign company means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- (xiv) Target of local content for availing Purchase Preference for the tendered item in percentage is mentioned below:

4.0 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) LC manufacturers / LC service providers shall be granted a purchase preference of 10%, i.e. where the quoted price is within 10% of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno-commercially qualified) LC manufacturers/ service providers concerned, at the lowest valid price bid as under:-

a) Goods:

If the tenders can be split then the order for 50% \*\* of the procured quantity would be awarded to the lowest techno-commercially qualified LC manufacturer/ supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1 (i. e. Non Local Content (NLC) manufacturer/ supplier not meeting the prescribed LC criteria).

However, if L1 bidder happens to be a LC manufacturer, the entire procurement value shall be awarded to such bidder.

If the tender cannot be split then the order shall be awarded to the eligible LC manufacturer for the entire quantity.

b) Services/EPC Contracts (others):

If the tender cannot be split the entire contract would be awarded to the lowest techno- commercially qualified LC service provider, subject to matching with L1, if such bidders are available and L1 bidder is not a LC service provider.

In case tender for services/ EPC can be split, then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above.

It may be noted that only those LC manufacturers/ service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

Note:

- (i) \*\* If the tendered quantity cannot be divided exactly 50:50, the LC bidder will be eligible for quantity not less than 50% of tendered quantity.
- (ii) Bidder can refer MoP&NG website where complete policy with illustrative examples are uploaded for better clarity to bidders

5) Determination of LC: The following process shall be adopted by the bidder to determine the content of LC:-

5.1 **LC of goods**

- a) LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering; direct component (material) cost: direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- b) The criteria for determination of the local Content cost in the goods shall be as follows:

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- i) In the case of direct component (material), based on country of origin;
- ii) In the case of manpower, based on INR component; and
- iii) In the case of working equipment/facility, based on the country of origin
- c) The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

## 5.2 **LC of Services**

- a) LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- b) The total cost of service shall be constituted of the cost spent for rendering of service covering
  - i) Cost of component (material) which is used,
  - ii) Manpower and consultant cost; cost of working equipment/facility; and
  - iii) General service cost, excluding profit, company overhead cost, taxes and duties
- c) The criteria for determination of cost of local content in the service shall be as follows:-
  - i) In the case of material being used to help the provision of service, based on country of origin;
  - ii) In the case of manpower and consultant based on INR component of the services contract;
  - iii) In the case of working equipment/facility, based on country of origin, and
  - iv) In the case of general service cost, based on the criteria as mentioned in i), ii) and iii) above.
  - v) Indian flag vessels in operation as on date.

5.3 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued at 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.

## 5.4 **LC of EPC contracts (others):**

- a) LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- b) The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- c) The spent cost above in para 5.4 (b) shall include production cost in the calculation of LC of goods as mentioned above at 5.1 and service cost in the calculation of LC of services as mentioned above at 5.2.

LC shall be calculated on the basis of verifiable data. In case of data used in the calculation of LC being not verifiable, the value of LC of the said component should be treated as Nil.

5.5 Relevant formats for calculation of LC is enclosed with the tender document. These enclosures are only for reference of bidders & calculation at their end. However, the bidder shall not be required to submit the calculations but only furnish the value & percentage of the local content. These details shall be required at aggregate level like supply value, transport value and other heads given in the price schedule and not on itemwise level.

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

## 6) Certification and verification

In order to avail the benefits under the policy, bidders are required to submit the following documents at the various stages of bidding:-

### 6.1 At bidding stage:-

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- a) Price Break-up
    - The bidder shall provide only the value & percentage of the local content in price bids. These details shall be required at aggregate level like supply value, transport value and other heads given in the price schedule and not itemwise level as mentioned as para 5 herein above.
    - Bidder must have LC in excess of the requirement specified above at clause no. 3.0 (xiv)
  - b) Undertaking by the bidder.
    - The bidder shall submit an undertaking (as per Form-2) along with the bid stating that the bidder meets the mandatory minimum LC requirement, and such undertaking shall become a part of the contract.
    - Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
  - c) Statutory Auditor's Certificate:
    - The Undertaking submitted by the bidder shall be supported by a certificate (as per Form-3) from Statutory Auditor engaged by the bidder certifying that the bidder meets the mandatory local content requirements of the project.
- 6.2 After Contract Award:-
- a) In the case of procurement of goods and/or services and/or EPC Contracts (others) with the order value less than Rs. 5 Crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorized representative of the company.
  - b) The verification of the procurement of goods, service or EPC contracts with the value of Rupees Five Crore and above shall be carried out by the Statutory Auditor engaged by the bidder.
- 6.3 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of BPCL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 6.4 The Local Content certificate shall be submitted along with each invoice raised. However the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 6.5 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 6.6 BPCL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.
- 7) Sanctions
- 7.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which BPCL shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.
  - 7.2 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the BPCL shall initiate action for banning such manufacturer/supplier/service provider as per BPCL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
  - 7.3 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.

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- 7.4 In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the understanding that in case this results in noncompliance to minimum local content, the penal action as above shall be applicable.
- 8.0 Bidder to note that enclosures of PP-LC policy dated 25.04.2017 as available on MoPNG website is applicable to them for calculation of Local content of Goods. Further, formula under 1st note of enclosure-II shall be corrected i.e. factor of 100 shall be multiplies in place of division.

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**FORM - I**

**FORMATS REGARDING PURCHASE PREFERENCE LINKED TO LOCAL CONTENT**

**UNDERTAKING FOR APPLICABILITY OF POLICY**

To,

M/ BHARAT PETROLEUM CORPORATION LIMITED

NEW DELHI

SUB:

TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby confirm that following purchase preference to be considered:-

Description	Preference
Purchase Preference (linked with local content) or	<input type="checkbox"/>
Purchase Preference under Public Procurement Policy for MSE	<input type="checkbox"/>

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.

Place: \_\_\_\_\_ [Signature of Authorized Signatory of Bidder]

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

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

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**FORM-II**

**UNDERTAKING BY BIDDER TOWARDS MANDATORY  
MINIMUM LC  
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,  
M/s BHARAT PETROLEUM CORPORATION LIMITED  
NEW DELHI

SUB:

TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (**Name of Bidder**) have submitted bid no..... against aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of .....% specified in tender document. The certificate from Statutory auditor in this regard has been submitted in un-priced bid and the value & percentage of the local content has been provided in priced-bid.

We further confirm that in case we fail to meet the minimum local content, BPCL will take action as per provision of tender document.

Place: [Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



 	<b>INSTRUCTIONS TO BIDDERS (ITB)</b>	<b>P.013460 D11033 027</b>
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**FORM-III**

**CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM  
LC**

**(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED  
NEW DELHI

SUB:

TENDER NO:

Dear Sir

We,..... (Name of the Statutory Auditor) have verified relevant records of M/s..... (Name of the bidder) and certify that M/s .....(Name of the bidder) meet the mandatory minimum Local content requirement of .....% specified in tender document no.....

Name of Audit Firm:

[Signature of Authorized Signatory]



Name:

Date:

Designation:

Seal:

Membership no.

		<p>GENERAL PURCHASE CONDITIONS</p>	<p><b>P.013460</b> <b>D11034</b> <b>030</b></p>
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# **BHARAT PETROLEUM CORPORATION LIMITED (BPCL)**

## **CITY GAS DISTRIBUTION PROJECT IN ROHTAK (HARYANA)**

### GENERAL PURCHASE CONDITIONS

## **Bharat Petroleum Corporation Limited**

### **General Purchase Conditions**

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

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## **Bharat Petroleum Corporation Limited**

### **General Purchase Conditions**

#### **1. DEFINITIONS :**

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

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

#### **2. REFERENCE FOR DOCUMENTATION :**

- 2.1. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.

2.2. After finalization of Contract / Purchase Order: The number and date of Rate Contract / Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.

2.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

**3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER :**

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

**4. LANGUAGE:**

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

**5. Price :**

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

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

**6. TAXES AND DUTIES :**

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

**6.1. EXCISE DUTY :**

6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor's account.

6.1.2. In case Excise Duty is not applicable at present : Excise duty due to change in turn over is not payable. If applicable in future, the same will be borne by vendor.

6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.

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

## **6.2. SALES TAX / VAT/GST :**

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

## **6.3 Service tax :**

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

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

## **6.4 FREIGHT AND OCTROI :**

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

## **6.5. NEW STATUTORY LEVIES :**

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

## **6.6 Variation in Taxes/Duties**

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

## **7. INSPECTION :**

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection

facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.

- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ULIPL/RITES LTD/ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

## **8. SHIPPING :**

### **8.1 SEA SHIPMENT :**

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

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

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

the basis of freight tonnage, heavy lift charges, if any, surcharge, discount etc. clearly and separately. The net total freight payable shall be shown at the bottom.

#### **SHIPPING DOCUMENTS :**

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

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

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

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

The bill of lading shall indicate the following :

Shipper : Government of India

Consignee : Bharat Petroleum Corporation Ltd.

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

#### **8.2 AIRSHIPMENT :**

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

TRANSMISSION OF SHIPPING DOCUMENTS :



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

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

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

#### **9. INDIAN AGENT COMMISSION :**

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

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

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

#### **11. CONFIRMATION OF ORDER :**

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

#### **12. PAYMENT TERMS :**

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.

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

### **13. GUARANTEE/WARRANTY :**

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

### **14. PERFORMANCE BANK GUARANTEE :**

- 14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an

invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure I.

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

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

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

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

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

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

## **15. PACKING & MARKING :**

### **15.1 PACKING :**

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

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

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

- 15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff

Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.

- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.
- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 15.1.6 All package requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.
- 15.1.8 All delicate surface on equipment/materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.
- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.

15.1.12 Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.

15.1.13 Pipes shall be packed as under:

- a. Upto 50mm NB in wooden cases/crates.
- b. Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
- c. Above 100mm NB in loose.

15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.

15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing.

In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.

15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.

15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.

All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" both in English/Hindi Languages.

In the case of imports, a distinct colour splash in say red black around each package crate / bundle shall be given for identification.

15.1.19 Along with the packed material, supplier should attach material list, manuals/instructions and also the Inspection certificate/release note, wherever applicable.

## **15.2. MARKING :**

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

- a) Purchase Order Number
- b) Vendor Name

- c) Batch no with Manufacturing date
- d) Procedure (in brief) for handling
- e) Date of dispatch etc.

### 15.3 Imported items :

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

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

From :

To : Bharat Petroleum Corpn.Ltd.

(With detailed address as given in Special Purchase Conditions)

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

NOTE :

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

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

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

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

**16. DELIVERY :**

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

**17. UNLOADING AND STACKING :**

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

**18. TRANSIT INSURANCE :**

Unless otherwise mentioned,

- 18.1. Transit Insurance shall be covered by BPCL against its Mega Package Policy.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Ltd., (with detailed address as given in Special Purchase Conditions) giving particulars of the



shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

**19 VALIDITY OF OFFER:**

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

**20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE :**

- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to :
  - 20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owners premises shall be considered for calculation of price reduction for F.O.R destination contract.

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

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

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

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

**21. RISK PURCHASE CLAUSE :**

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

**22. FORCE MAJEURE CLAUSE :**

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

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

**( B) Notice and Reporting:**

- ( i ) The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify

the BPCL in writing of such event of Force Majeure and provide the following information:

- (a) reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
  - (b) such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and
  - (c) all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.
- (ii) The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

**(C) Mitigation Responsibility:**

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

**(D) Consequences of Force Majeure.** Provided that the Vendor has complied and continues to comply with the obligations of this Clause and subject to the further provisions:

- (i) the obligations of the Parties under this Agreement to the extent

performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and

- (ii) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

**(E) Force Majeure Events Exceeding 60 Days**

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

**23. ARBITRATION CLAUSE :**

- 23.1 Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director(Marketing) / Director (HR) / Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.
- 23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.
- 23.4. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.
- 23.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- 23.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator

hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone.  
(legal)

**24. INTEGRITY PACT (IP) :**

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

**25. RECOVERY OF SUMS DUE :**

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

**26. CONFIDENTIALITY OF TECHNICAL INFORMATION :**

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

**27. PATENTS & ROYALTIES :**

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

**28. LIABILITY CLAUSE :**

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

**29. COMPLIANCE OF REGULATIONS :**

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

**30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:**

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

**31. NON-WAIVER :**

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

agreement by BPCL shall not be considered as a continuous waiver or waiver for other condition by BPCL.

**32. NEW & UNUSED MATERIAL :**

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

**33. PURCHASE PREFERENCE CLAUSE :**

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

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

**34. CANCELLATION :**

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

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

34.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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



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

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

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

**36. ASSIGNMENT**

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

**37. GOVERNING LAW**

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

**38. AMENDMENT**

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

**39. SPECIAL PURCHASE CONDITIONS**

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

**40. NOTICES**

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



BPCL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

		GENERAL PURCHASE CONDITIONS (GPC)	<b>P.013460</b> <b>D11034</b> <b>030</b>
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# **BHARAT PETROLEUM CORPORATION LIMITED (BPCL)**

## **CITY GAS DISTRIBUTION PROJECT IN ROHTAK (HARYANA)**

PERFORMANCE BANK GUARANTEE

Annexure I

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

To,  
Bharat Petroleum Corporation Limited

-----  
-----

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called 'the Company' which expression shall include its successors and assigns) having awarded to M/s. (Name) ..... (Constitution)..... (address) .....(hereinafter referred to as "The vendor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter alia, of the Company's Purchase order No..... dated ..... and the General and Special Purchase Conditions of the Company and upon the condition of vendor's furnishing security for the performance of the vendor's obligations and/or discharge of the vendor's liability under and / or in connection with the said supply contract upto a sum of Rs.(in figures).....Rs(in words).....only amounting to 10% (ten percent)of the total contract value.

We, (Name).....(constitution) .....(hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in -----(Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company's losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures).....Rs(in words).....only.

AND the Bank hereby agrees with the Company that

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

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

ii This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

ii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

iv. This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.

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

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

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

		<p align="center"><b>SPECIAL PURCHASE CONDITIONS OF CONTRACT (SPC)</b></p>	<p align="center"><b>P.013460 D11035 030</b></p>
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**BHARAT PETROLEUM CORPORATION LIMITED  
(BPCL)**

**CITY GAS DISTRIBUTION PROJECT IN ROHTAK  
(HARYANA)**

**TENDER DOCUMENT**

**FOR**

**FOR SUPPLY OF CNG STORAGE STATIONARY &  
MOBILE CASCADES FOR CGD PROJECT AT ROHTAK  
IN THE STATE OF HARYANA**

**SECTION-IV**

**SPECIAL PURCHASE CONDITIONS OF CONTRACT (SPC)**

		<p align="center"><b>SPECIAL PURCHASE CONDITIONS OF CONTRACT (SPC)</b></p>	<p align="center"><b>P.013460 D11035 030</b></p>
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		<p align="center"><b>SPECIAL PURCHASE CONDITIONS OF CONTRACT (SPC)</b></p>	<p align="center"><b>P.013460 D11035 030</b></p>
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### **SPECIAL PURCHASE CONDITIONS (SPC)**

#### **1.0 GENERAL**

- 1.1 Special Purchase Conditions (SPC) shall be read in Conjunction with the General Purchase Conditions(GPC), specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the contract documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and Complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Purchase Conditions(GPC) is repugnant to or at variance with any provisions of the Special Purchase Conditions(SPC), unless at different intention appears, the provisions of the Special Purchase Conditions(SPC) shall be deemed to over ride the provisions of the General Purchase Conditions(GPC) and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Contractor/ supplier shall perform certain work or provide certain facilities, it is understood that the Contractor/ supplier shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The material, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards, General Purchase Conditions, Special Purchase Conditions, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence :
  - a. Contract Agreement
  - b. Detailed letter of acceptance alongwith its enclosures
  - c. Letter of award/fax of acceptance
  - d. Job specifications (specific to particular job only)
  - e. Drawings
  - f. Special Purchase conditions of contracts (SPC)
  - g. Technical specifications
  - h. Instruction to Bidders
  - i. General Purchase Conditions
  - j. Other documents
  - k. 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 Appendix.
- 1.7 It will be the Contractors/ suppliers responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s)or making the supply with reference which the conflict exists.

#### **2.0 ANNUAL RATE CONTRACT CONDITIONS**

- 2.1 BPCL can award to contractor as per Schedule of Rates (SOR) in bid document as & when required during the validity of Rate Contract which will be two years from the date of Fax of Acceptance on successful bidder. Lot wise required quantities shall be informed to successful bidder by BPCL/TE through a written Intimation against subject Rate Contract during its validity.

		<p align="center"><b>SPECIAL PURCHASE CONDITIONS OF CONTRACT (SPC)</b></p>	<p align="center"><b>P.013460 D11035 030</b></p>
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- 2.2 Separate/INDIVIDUAL order (s) by firm written intimation will be placed for required quantities of work to be executed during the validity of Rate Contract. Price Reduction Schedule for delay in completion, Defect liability period and contract value for Limitation of Liability will be applicable for each order separately.

### **3.0 The bank details of BPCL shall be as given below**

**STATE BANK OF INDIA SBIN0009995**

**23, J.N. HEREDIA MARG, BALLARD ESTATE,**

**MUMBAI – 400001**

**IFSC code: SBIN0009995**

**Account no: 11083986979**

### **4.0 SECURITY DEPOSIT / CONTRACT PERFORMANCE BANK GUARANTEE**

- 4.1 Bidder will submit Performance bank Guarantee as per following:-
- 4.2 within 15 days of notification of award. In cases where only 2.5% of TCV has been submitted, 7.5% of contract value of individual release order to be submitted within 15 days of issuance of individual release order
- 4.3 Bidder may note that in the event of delay in submission of security deposit, the contract can be terminated with subsequent actions following termination as per tender/procedure of BPCL within 15 days of LOI..

### **5.0 LIMITATION OF LIABILITY**

- 5.1 The final payment by the Employer/Consultant in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfil all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer/Consultant.
- 5.2 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.

### **6.0 TERMINATION FOR CONVENIENCE**

		<b>SPECIAL PURCHASE CONDITIONS OF CONTRACT (SPC)</b>	<b>P.013460 D11035 030</b>
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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.

## **7.0 DELAY IN SECURITY DEPOSIT SUBMISSION**

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.

## **8.0 FIRM PRICE**

The quoted prices shall be firm and shall not be subject to price escalation till the work is completed in all respects under this contract.

## **9.0 PAYMENT TERMS AND MODE OF PAYMENT**

The terms and mode of payment shall be as per as per APPENDIX – I TO SPECIAL PURCHASE CONDITION (SPC).

## **10.0 STATUTORY APPROVALS**

The package supplier shall give necessary documents for obtaining approval from CCOE and any other concerned authority as required by the client.

## **11.0 TESTS AND INSPECTION**

The Contractor/ supplier shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that have been part of bidding document and will be furnished to him during the performance of the work & no separate payment shall be made unless otherwise specified in SOR.

## **12.0 PRICE REDUCTION SCHEDULE (PRS)**

- a. In partial modification of provisions of GPC-Goods 20.0, in case of delay in delivery of any specified line item wise lot quantity as given in delivery schedule and specified in IFB, the contract price shall be reduced by ½ % (half percent) of the total price of undelivered quantities of the lot quantity of CNG Storage Cascades covered in that lot for which delivery is delayed, per week or part thereof of delay subject to a maximum of 5% (five percent) of total contract value. The contract value excludes Taxes & duties.
- b. All lots shall be considered separately for applying PRS in case of delay as described above.
- c. The amount to be deducted shall be worked out on the basis of schedule of lot wise quantity as defined in the delivery terms in IFB.

## **13.0 LIEN**

		<p align="center"><b>SPECIAL PURCHASE CONDITIONS OF CONTRACT (SPC)</b></p>	<p align="center"><b>P.013460 D11035 030</b></p>
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Contractor/ supplier shall ensure that the Scope of Supply supplied under the Contract shall be free from any claims of title /liens from any third party. In the event of such claims by any party, Contractor/ supplier shall at his own cost defend, indemnify and hold harmless Owner or its authorized representative from such disputes of title/liens, costs, consequences etc.

#### **14.0 GOVERNING LAW**

Laws of India will govern the Contract and Delhi courts will have exclusive jurisdiction or all matters related to Contract.

#### **15.0 INDEMNITY BOND**

After award of work, bidder has to furnish legal indemnity bond to owner equivalent to total price of delivered items/ equipment before Owner hands over such equipment to them for the purpose of further action as per scope of work in the format as given in tender. The Indemnity Bond against quantities ordered shall be valid from the date of receipt of 1st consignment at site & remain valid upto 06(six) months from date of the receipt of last consignment at site.

Indemnity Bond to be executed by the supplier latest by prior to purchaser's designated store for site works in case of foreign bidder however, in case of Indian bidder latest by the time of despatch of supply.

#### **16.0 TERMINATION FOR CONVENIENCE**

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.

#### **17.0 DELAY IN SECURITY DEPOSIT SUBMISSION**

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.

#### **18.0 VARIATION IN CONTRACT VALUE**

- A) Bidder may be compensated for Reduction in Contract value due to change in quantity as per following:
  - i) Upto & inclusive of (-) 25% of Total Contract Value (TCV): No cost compensation.
  - ii) Beyond (-) 25% of TCV: Cost compensation @ 10% of reduction in the contract value from (-) 25% of TCV (i.e. 75% of TCV).
- B) Discount to be obtained for Increase in contract value due to change in quantity:

		<p align="center"><b>SPECIAL PURCHASE CONDITIONS OF CONTRACT (SPC)</b></p>	<p align="center"><b>P.013460 D11035 030</b></p>
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i) Upto & inclusive of (+) 50% of TCV: No discount.

Beyond (+) 50% of TCV: Reduction @ 10% of increase in the contract value beyond (+) 50% of TCV.

## 19.0 FORCE MAJEURE

CI no. 22 of GPC shall stand replaced with the following:-

### **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, rebel ion, revolution, insurrection of military or usurped power;
- (c) Ionizing 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**

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.

## 20.0 WARRANTY/ GUARANTEE PERIOD

CI No. 13 of GPC shall stand modified to the following extent:-

“The contractor shall guarantee/ warrantee for a period of 12 (twelve) Months from the date of commissioning or 18 months from the date of supply for goods/Services, whichever is earlier”

## 21.0 SCHEDULE OF RATE

		<p style="text-align: center;"><b>SPECIAL PURCHASE CONDITIONS OF CONTRACT (SPC)</b></p>	<p style="text-align: center;"><b>P.013460 D11035 030</b></p>
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Due to system limitation, only short description of SOR items has been uploaded on BPCL portal. Bidder must refer the SOR attached with the tender document for detailed description of various items while submitting their bid.

- I. GST rate shall be filled in **percentage** only, for ex. If applicable GST rate is 18% then bidder shall fill 18 only.
- II. Bidder shall mention the Currency quoted by them in their offer based on which their Priced SOR shall be evaluated.

## **22.0 DELIVERY SCHEDULE**

AS PER IFB

		<p style="text-align: center;">SPECIAL PURCHASE CONDITIONS OF CONTRACT (SPC)</p>	<p style="text-align: center;"><b>P.013460 D11035 030</b></p>
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## PAYMENT TERMS APPENDIX – I

		<b>SPECIAL PURCHASE CONDITIONS OF CONTRACT (SPC)</b>	<b>P.013460 D11035 030</b>
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## **TERMS OF PAYMENT**

### **1.0 FOR SUPPLIES**

Payments shall be released by the Owner against pre-receipted invoice, submission of a copy of valid performance guarantee and other documents complete in all respect meeting the requirement of contract document.

- A) 100% of Invoice value with taxes and duties will be paid after adjustment against PRS and receipt and acceptance of complete materials at storage yard and submission of invoice (as per GST Act/ Law) in triplicate along with:
- i. Inspection release note by Purchaser/Purchaser's agency.
  - ii. LR/GR
  - iii. Documents as specified in Vendor Data Requirement in MR.
  - iv. Packing List
  - v. Proof of customs clearance including payment of customs duty for imports permitted in the Contract.
  - vi. Despatch instructions/clearance by purchaser.

The invoice (as per GST Act/ Law) shall raised in the name of Officer-in-Charge, Bharat petroleum Corporation Limited as per PO.

### **2.0 GENERAL NOTES**

- i. Invoice shall be raised on the basis of not less than one fortnight interval.
- ii. All invoice shall be raised as per GST Act/ Law.
- iii. All efforts shall be made to release the payment within 30 days after receipt of relevant documents complete in all respects.
- iv. All bank charges incurred in connection with payments shall be to vendor's accounts.
- v. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- vi. No interest charges for delay in payments, if any, shall be payable by Owner.
- vii. The payment shall be made after adjustment against PRS, if applicable.

### **3.0 MODE OF PAYMENT**

Payment will be released through E-payment.

The INVOICE shall be raised in favour of OIC, BPCL as mentioned in PO.


### **4.0 DEDUCTION AT SOURCE**

- 4.1 Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.
- 4.2 Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

### **5.0 PAYING AUTHORITY:**

Invoice/ Bill(s) (as per GST Act/ Law) shall be raised in the name of  
**Bharat Petroleum Corporation Limited**  
 BPCL Office Complex, Business Process Excellence Centre (BPEC)  
 Plot no. - 6, Sector - 2, Behind CIDCO Garden,  
 Khargar, Navi Mumbai – 410210  
 Account- BPCL, Gas SBU  
 ECE House,  
 28-A, K.G. MARG,  
 ECE House, New Delhi- 110001



		<p>FORMS &amp; FORMAT</p>	<p><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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**BHARAT PETROLEUM CORPORATION LIMITED  
(BPCL)**

**CITY GAS DISTRIBUTION PROJECT IN ROHTAK  
(HARYANA)**



**TENDER DOCUMENT**

**FOR**

**FOR SUPPLY OF CNG STORAGE STATIONARY & MOBILE  
CASCADES FOR CGD PROJECT AT ROHTAK IN THE STATE OF  
HARYANA**



**SECTION-V**

**FORMS & FORMAT**

		<p style="text-align: center;">FORMS &amp; FORMAT</p>	<p style="text-align: center;"><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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**LIST OF FORMS & FORMAT**

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	DETAILS OF LITIGATION / ARBITRATION (On bidder's letter Head)
F-4	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER
F-5	DECLARATION BY THE BIDDER
F-6	NO DEVIATION CONFIRMATION
F-7	CHECKLIST FOR SUBMISSION OF BID
F-8	COMMERCIAL QUESTIONNAIRE
F-9	AGREED TERMS & CONDITIONS
F-10	DECLARATION BY BLACK LISTING / HOLIDAY LISTING
F-11	BANK MANDATE FORM
F-12	UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR
F-13	BIDDER'S QUERIES
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	PROFORMA OF BANK GUARANTEE
ANNEXURE - I	VENDOR CREATION FORM

		<p style="text-align: center;">FORMS &amp; FORMAT</p>	<p style="text-align: center;"><b>P.013460 D11037 030</b></p>
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**Form F-1**


**BIDDER'S GENERAL INFORMATION**

To,

**Bharat Petroleum Corporation Limited (BPCL)**

Subject: Tender No. : P.013460 D11031 030 for Supply of CNG Storage Stationary & Mobile Cascades in the State of Haryana.

1	Bidder Name:	
2	Number of Years in Operation	
3	Address of Registered Office	<p style="text-align: right;">: _____</p> <p>City : _____</p> <p>District : _____</p> <p>State : _____</p> <p>PIN/ZIP : _____</p>
4	Bidder's address where order/contract is to be placed *	<p style="text-align: right;">_____</p> <p>City: _____</p> <p>District: _____</p> <p>State: _____</p> <p>PIN/ZIP : _____</p>
5	Telephone Number of address where order is to be placed	<p style="text-align: right;">_____</p> <p>(Country Code) (Area Code) (Telephone Number)</p>
6	E-mail address	
7	Fax Number	<p style="text-align: right;">_____</p> <p>(Country Code) (Area Code) (Telephone Number)</p>
8	Website	
9	Name & Designation of Contact Person	

		<p style="text-align: center;">FORMS &amp; FORMAT</p>	<p style="text-align: center;"><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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10	ISO Certification, if any {If yes, please furnish details}	
11	Bid Currency	
12	Port of shipment	
13	Whether Supplier / Manufacturer Dealer / Trader / Contractor	
14	Type of Material Supplies	
15	Banker's Name	
16	Branch	
17	Branch Code	
18	Bank Account Number	
19	PAN No	
20	Status of Firm (Indian Bidder only)	<p>Proprietorship Firm/Partnership firm/ Limited/Others</p> <p>If Others Specify: _____</p> <p>[Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]</p>
21	GST No.	[Enclose copy of GST Certificate]
22	Whether Micro or Small Enterprise (Indian Bidder only)	<p>Yes / No</p> <p>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</p>
23	Whether MSE is owned by SC/ST Entrepreneur(s) (Indian Bidder only)	<p>Yes / No</p> <p>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</p>
24	Type of Entity (Indian Bidder only)	<p>Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act).</p> <p>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).</p>
25	Whether Bidder is Startups or not (Indian Bidder only)	<p>Yes / No</p> <p>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 51)</p>

**\* For Indian Bidder:** BPCL intent to place the order/contract directly on the address from where Goods are produced/dispatched are Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed.

		<p style="text-align: center;">FORMS &amp; FORMAT</p>	<p style="text-align: center;"><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

		<p style="text-align: center;">FORMS &amp; FORMAT</p>	<p style="text-align: center;"><b>P.013460 D11037 030</b></p>
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**Form F-2**  
**FORM OF BID**  
 (To be filled by the Bidder)

To  
**Bharat Petroleum Corporation Limited (BPCL)**



Dear Sirs,

Having examined the Bid Documents consisting of the Invitation For bids, Instructions to Bidders, General Conditions of Contract and its Addendum, Special Conditions of Contract with its annexures, Specifications, Technical requirements, Time Schedule, Form of Agreement, Form of Bid, Form of Price Schedule and Addendum(s) to the Bid Documents (if any), and having understood the provisions of the said Bid Documents and having thoroughly studied the requirements of BPCL relative to the work bid for in connection with the ----- (Name of Work) and Bidding Document No.----- for **SUPPLY OF CNG STORAGE STATIONARY & MOBILE CASCADES IN THE STATE OF HARYANA**. and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of Site Fabrication Areas, the availability of land and / or premises for temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relevant to the formulation of the Bid and the performance of work, I / we hereby submit our bid / offer for the performance of the proposed services and supplies in accordance with the terms and conditions and within the time mentioned in the Bid Documents at the rates / prices quoted by me / us in Schedule of Rates / Price included within the Bid Documents and arrived at rates / prices for the services and supplies as per the Schedule of Rates / Price. If the work is awarded to me / us, I / we undertake to perform the work and make the supplies in accordance with the Contract Documents as defined in the Form of Agreement forming part of the bid documents and accept the terms and conditions of Contract as laid down therein and undertake to submit within 15 (Fifteen) days of receipt of Notification of award of Bid for security deposit as specified in the Fax of Acceptance / Letter of Acceptance and to sign the formal Contract in terms of the Proforma of Agreement forming part of Bid Documents within 15 (Fifteen) days of receipt of the Detailed Letter of Acceptance (DLOA) from Owner.

I/ We further undertake to keep my / our Bid / offer valid for a period as mentioned in Instructions to Bidders from the date of opening of bids.

Yours faithfully,  
 (Signature(s) of the Bidders(s))



Name & Designation of authorised person signing the Bid on behalf of the Bidder(s) Full Name and address of the Bidder(s).

		<p>FORMS &amp; FORMAT</p>	<p><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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**Form F-3**

**DETAILS OF LITIGATION / ARBITRATION (On bidder's letter Head)**

Bidder shall furnish details of Litigation / Arbitration cases during the last five years if any, in this form.

		<p align="center"><b>FORMS &amp; FORMAT</b></p>	<p align="center"><b>P.013460 D11037 030</b></p>
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**Form F-4**

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

**A. AUDITED ANNUAL TURNOVER\* OF LAST 3 YEARS:**

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

**B. NETWORTH\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

Description	Year ____
	Amount (Currency)
1. Net Worth	

*\*Refer Instructions*

**Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]**



Name of Audit Firm:  
Chartered Accountant/CPA  
Date:

[Signature of Authorized Signatory]  
Name:  
Designation:  
Seal:  
Membership No.:

**Instructions:**

- The financial year would be the same as one normally followed by the bidder for its Annual Report.  
  
The bidder shall provide the audited annual financial statements as required for this Tender document failure to do so would result in the Proposal being considered as non- responsive.  
For the purpose of this Tender document:  
(i) **Annual Turnover** shall be "Sale Value/ Operating Income"  
(ii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
- Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
- This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



		<p style="text-align: center;">FORMS &amp; FORMAT</p>	<p style="text-align: center;"><b>P.013460 D11037 030</b></p>
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Form F-5

### DECLARATION BY THE BIDDER

**Name of Work:** \_\_\_\_\_

**Bidding Document No.:** \_\_\_\_\_

We \_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document TECHNICAL AS WELL COMMERCIAL REQUIREMENTS and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.



We undertake that Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of Bidding Document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Rates (SOR) with prices, considering detailed description of items given in Schedule of Prices and submitted in Price Bid separately. We confirm that price quoted by us includes price for all works / activities / supply etc. as mentioned in item description of the items in Schedule of Prices (with detailed item description) which has been issued to us.

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_

**COMPANY SEAL :** \_\_\_\_\_

		<p>FORMS &amp; FORMAT</p>	<p><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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**Form F-6**  
**"NO DEVIATION" CONFIRMATION**

To,  
  
BPCL

**Name of Work:**

\_\_\_\_\_

**Bidding Document No.:**

\_\_\_\_\_

Dear Sir,



We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



		FORMS & FORMAT	<b>P.013460 D11037 030</b>
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**Form F-7**

**CHECKLIST FOR SUBMISSION OF BID**

Bidder is requested to fill this checklist and ensure that all details / documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist to be uploaded in “Un-priced folder” of e-tender portal.



S. No.	LIST OF SUPPORTING DOCUMENTS (COMMERCIAL)	COPY ATTACHED (PLEASE TICK ✓ MARK)
1.	EMD / BID SECURITY	
2.	Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value.	
3.	Please attach copies of Articles of Association, Memorandum of Understanding and Certificate of Incorporation in case of Limited Company/ Proprietary Firm/ Partnership Firm/JV.	
4.	Copies of audited balance sheets for last 3 years (2015-16,2016-17 & 2017-18)	
5.	Copy of PAN Card issued by Income Tax Authority	
6.	List of company directors	
7.	Copies of Work Order and Completion Certificate, supporting the qualification criteria (Financial) (as per BEC Clause 8.0.0 of IFB)	
8.	Whether Proof of submission of EMD provided through e-mail at the email ID mentioned ITB so as to reach the tender issuing/ submission authority on or before the bid submission date.(Refer clause 16.0 of ITB)	
9.	FORM – 1, BIDDER’S GENERAL INFORMATION	
10.	FORM – 2, BID FORM	
11.	FORM – 3, DETAILS OF LITIGATION	
12.	FORM – 4, FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER	
13.	FORM – 5, DECLARATION BY THE BIDDER	
14.	FORM – 6, NO DEVIATION CONFIRMATION	
15.	FORM – 7, CHECKLIST FOR SUBMISSION OF BID	
16.	FORM – 8, COMMERCIAL QUESTIONNAIRE	
17.	FORM – 9, AGREED TERMS & CONDITIONS	
18.	FORM – 10, DECLARATION BY BLACK LISTING / HOLIDAY LISTING	
19.	FORM – 11, BANK MANDATE FORM	
20.	FORM – 12, UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR	
21.	FORM – 13, BIDDER'S QUERIES	

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**Form F-8**  
**COMMERCIAL QUESTIONNAIRE**

Bidder's reply / confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

S. No.	BPCL's Query	Bidder's Reply / Confirmation
1.	Confirm that your bid is valid for <b>6 (six)</b> months from the final Bid due date.	
2.	Confirm that Earnest Money Deposit (EMD) as per bid stipulations have been furnished along with bid.	
3.	<b>Confirm that the following documents are submitted with Part – I:</b>	
a)	All documents as per CHECKLIST	
b)	Compliance letter for Addendum / Amendments as a token of acceptance (Applicable, if issued)	
4.	Confirm that the prices have been uploaded separately through e-tender portal.	
5.	Confirm your compliance to critical stipulations of bidding document as mentioned in ITB.	
6.	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid are in accordance with the requirements of the Bidding Document.	
7.	Confirm your compliance to total Scope of Work mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specifications.	
8.	Confirm your acceptance for Time Schedule as mentioned in the Bidding Document.	
9.	Confirm that Bidder is not involved in any Litigation / Arbitration, otherwise, involved, please furnish information about the same.	
10.	Confirm that Bidder is not under liquidation, court receivership or similar proceedings.	



		<p align="center"><b>FORMS &amp; FORMAT</b></p>	<p align="center"><b>P.013460 D11037 030</b></p>
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11	Please note that: i) No Mobilization Advance shall be paid. ii) No secured advance shall be paid.	
12	Confirm that adequate number of construction equipments, tools, tackles etc. shall be deployed to complete the work as per the time schedule.	
13	In case we happen to be the successful Bidder for this work, then in such an eventuality we shall submit a copy of Letter of Acceptance (LOA) duly signed & stamped by authorized signatory in token of our acceptance within 03 (three) days from the date of issue of LOA. We further confirm that the time schedule for completion of work shall be reckoned from the date of issue of LOA.	
14	Confirm that the un-priced copy of Schedule of Rates (SOR) has been submitted in un-priced folder of e-tender portal.	
15	Please mention the applicable GST rate as per SOR.	
16	Confirm the acceptance of Payment Terms as mentioned in the Bidding Document.	
17	Please confirm that as per Clause 171 of GST Act, the benefit due to reduction in rate of tax or from input tax credit has been passed to Bharat Petroleum Corporation Limited by way of commensurate reduction in prices, while quoting your prices.	

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

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**F-9  
AGREED TERMS & CONDITIONS**

To,  
BPCL

Subject: Tender No. : P.013460 D11031 030 for Supply of CNG Storage Stationary & Mobile Cascades in the State of Haryana.

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.



SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name, Vendor Code of BPCL(if any) and address (FOA/Order shall be released in this name)	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	i) Confirm quoted prices are inclusive of GST ii) Confirm firm price are quoted in provided Price Schedule.	
5.	Please specify the Dispatch Point	
6.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).	
7.	Confirm that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	
8.	Confirm that CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
9.	Confirm compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).	
10.	Confirm acceptance of Price Reduction Schedule (PRS) as specified in Bid Document.	
11.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Confirm that printed terms and conditions of Bidder are not applicable.	
12.	Confirm your offer is valid for 6 months from Final/Extended Due Date of opening of Techno-commercial Bids.	
13.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date	

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	b) Value c) Validity	
14.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
15.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid (wherever applicable).	
16.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
17.	Confirm the none of Directors of bidder is a relative of any Director of purchaser or the bidder is a firm in which any Director of purchaser/ BPCL or his relative is a partner.	
18.	All correspondence must be in ENGLISH language only.	
19.	Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
21.	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.11 of ITB	
22.	Rate of applicable <b>GST (CGST &amp; SGST/ UTGST or IGST )</b>	
23.	Harmonized System Nomenclature (HSN): of Supply Items :Service Accounting Codes (SAC) of Incidental Services (If any, refer Price Schedule)	
24.	Confirm any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder.	
25.	Confirm that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule	
26.	Confirm any error of interpretation of applicability of rate of <b>GST (CGST &amp; SGST/ UTGST or IGST )</b> on components of an item and/or various items of tender by bidder shall be to bidder's account	
27.	<b>Testing and Inspection charges:</b> Confirm goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

		<p>FORMS &amp; FORMAT</p>	<p><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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**F-10**  
**DECLARATION BY BLACK LISTING / HOLIDAY LISTING**

**Name of Work:** \_\_\_\_\_

**Bidding Document No.:** \_\_\_\_\_

In the case of a Proprietary Concern:



		<p style="text-align: center;">FORMS &amp; FORMAT</p>	<p style="text-align: center;"><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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I hereby declare that neither I in my personal name or 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 any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Owner or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in 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 or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Owner or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

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


In the case of company:

We hereby declare that we have not been placed on any holiday list or black list declared by Owner or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:

(Here give particular of blacklisting or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Owner 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.

**SIGNATURE OF BIDDER :** \_\_\_\_\_  
**NAME OF BIDDER :** \_\_\_\_\_  
**COMPANY SEAL :** \_\_\_\_\_

		<p style="text-align: center;">FORMS &amp; FORMAT</p>	<p style="text-align: center;"><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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**F-11**  
**BANK MANDATE FORM**

- 1 Bidder Name :
- 2 Bidder Code :
- 3 Address of the Bidder :
- 4 Particulars of Bank Account of Bidder :
- 4a Name of the Bank :
- 4b Name of the Branch and Address of the Branch :
- 4c Branch Code :
- 4d 9-Digit MICR code Number of the Bank & Branch :  
(As appearing in the MICR Cheque issued by the Bank)  
(Please do not give multicity cheque book code Number)
- 4e Type of Account :  
(Savings Bank, Current or Cash Credit)
- 4f Account Number :
- 4g RGTS / IFSC Code (11 Digit) :
- 4h NEFT Code No. :
- 5 E-mail address of the Bidder :
- 6 Contact Person(s) of the Bidder :

I / We declare that the particulars given above are correct and complete and I / We accord our consent for receiving all our payments through Electronics Mechanism.

\_\_\_\_\_ (Signature and designation of the  
Authorized person(s) of Bidder

Official seal of the Bidder's Place :

Date :

**BANK CERTIFICATION**



Certified that the particulars furnished above are correct as per our records.

Place :

Date :

\_\_\_\_\_  
Signature of the Authorized Official of the Bank

Bank Stamp

		<p>FORMS &amp; FORMAT</p>	<p><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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**F-12**  
**UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR**

**Name of Work : Bidding Document No. :**

I / We hereby declare  
that:



- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I / We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I / We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place:  
Bidder

Signature of

Date:  
Signatory

Name of



		FORMS & FORMAT	<b>P.013460 D11037 030</b>
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**F-13  
BIDDER'S QUERIES**

Note: Bidder's Queries may be sent by e-mail :

[Chandan.kumar@tractebel.engie.com](mailto:Chandan.kumar@tractebel.engie.com) & [sunil.gupta@tractebel.engie.com](mailto:sunil.gupta@tractebel.engie.com)

Sr. No.	Volume No.	Clause No.	Page No.	Tender Requirements	Bidder's Query

		<p>FORMS &amp; FORMAT</p>	<p><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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## **FORM – 14**

### **INTEGRITY PACT**

**ANNEXURE**

(To be executed on plain paper and applicable for all tenders of value above Rs. 1-crore)

**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 Organization "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 commit 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 cartelization 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.
- (1) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.



- (2) 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
- (3) 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.
- (3) 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:**

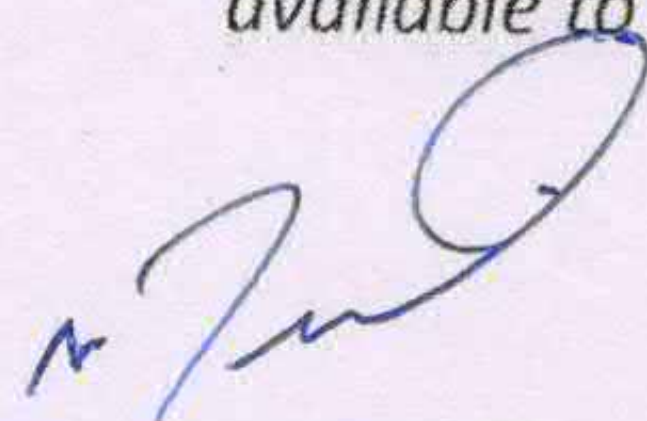


This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12-months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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 ROHTAK

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

Date 8/4/2019

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



		<p style="text-align: center;">FORMS &amp; FORMAT</p>	<p style="text-align: center;"><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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**FORM – 15 (VOID)**

**INDEMNITY BOND**

**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER**



WHEREAS BHARAT PETROLEUM CORPORATION Ltd. (hereinafter referred to as “BPCL”) which expression shall, unless repugnant to the context include its successors and assigns, having its office at ECE HOUSE, CONNAUGHT PLACE, NEW DELHI has entered into a contract with M/s\*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at \*..... and on the terms and conditions as set out, inter-alia in the [ *mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

BPCL has also advised the Contractor to execute an Indemnity Bond in general in favour of BPCL indemnifying BPCL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of BPCL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BPCL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against BPCL under or in relation to this contract. The Contractor undertakes to compensate and pay to BPCL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by BPCL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct /indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with BPCL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of BPCL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which BPCL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification / amendment / assignment of the contract or any merger of the Contractor with other entity or any change in the constitution /structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of BPCL are settled by the Contractor and/or BPCL discharges the Contractor in writing from this Indemnity.

		<p>FORMS &amp; FORMAT</p>	<p><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [ *Contractor* ]



*Authorised Representative*

Place:

Dated:

Witnesses:

- 1.
- 2

		<p>FORMS &amp; FORMAT</p>	<p><b>P.013460</b> <b>D11037</b> <b>030</b></p>
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# BHARAT PETROLEUM CORPORATION LIMITED (BPCL)

## CITY GAS DISTRIBUTION PROJECT IN ROHTAK (HARYANA)

EMD FORMAT

**PROFQMA OF BANK GUARANTEE**

**(On non-judicial paper of appropriate value)**

**FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE**

**To**

**Bharat Petroleum Corporation Ltd.**

Dear Sirs,

M/s. \_\_\_\_\_ have taken tender for the work \_\_\_\_\_ CRFQ No/PO  
No

\_\_\_\_\_ for Bharat Petroleum Corporation Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as earnest money/security deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Ltd. in case of default.

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

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

Yours faithfully

\_\_\_\_\_ Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.

**Annexure - 1 Organisation and Tax related Details**

Sr. No	Description	Vendor Response																Remarks		
1	Type of Company (Nature of Entity or Business Concern (Please tick the appropriate Value)	01 Individual								02 HUF								1.Pl tick wherever applicable.  2.Pls. attach self attested and stamped copy of relevant Registration Certificate/Partnership/Trust Deed/lease deed  3. For foreign vendors , details mentioned in Sl. no.6 is optional and Sl no. 7 to 11 are not applicable		
		03 Association of Persons (AOP)								04 Body of Individuals (BOI)										
		05 Co-op. Society								06 Trust										
		07 Partnership Firm								08 Sole Proprietorship Firm										
		09 Public Ltd. Company								10 Private Ltd. Company										
		11 Central PSU								12 State PSU										
		13 Central Govt. Authority/Department								14 State Govt. Authority/Department										
		15 Limited Liability Partnership(LLP)								16 Foreign Vendor										
		17 Others, pl Specify:																		
2	E-mail ID																	Pls. indicate e-mail Id to be used by us for sending updates,information, etc.		
3	Mobile No.	+	9	1	-												Pls. indicate mobile No to be used by us for sending updates,information			
4	Telephone No.	STD						Landline									Pls. indicate STD code followed by Telephone No.			
5	Communication Address as per GST registration address	Building :																Pls provide address details		
		Street:																		
		Village/City:										District/Taluka/Zilla:								
		State:										PIN:								
6	PAN Number																Please attach self attested Copy of Pan Card			
7	Whether registered under GST	Registered								Unregistered								Composition		Pl tick wherever applicable.
8	GST Regn no. /Composition registration no.																	Please attach the self attested registration Certificate		
9	Whether unit <b>for which GST no. is provided</b> is located in SEZ	YES								NO								Pl tick wherever applicable.		
10	Whether having multiple registration in a state	YES						Business Division:								NO			Pl tick wherever applicable. If Yes, specify business Division	
11	Whether registered under MSME	YES								NO								Pl tick wherever applicable. If Yes, please fill Annexure3		

I/We confirm that information provided above is true to my knowledge & belief.

\_\_\_\_\_  
(Vendor Name)                      (Vendor Code in BPCL)                      (Name & Signature of Authorized signatory)                      (Company Seal)

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

**Annexure -2 National Electronic Fund Transfer (NEFT) Mandate Form for BPCL's purpose**

(Mandate for receiving payments through NEFT from Bharat Petroleum Corp Ltd.)

S.No	Particulars	Details															
1	Vendor Name																
2	Vendor Code																
3	<b>Particulars of Bank Account:- (Attach Self attested and stamped copy of cancelled cheque or Duly Filled latest bank certificate)</b>																
3(a)	Name of the Bank																
3(b)	Name of the Branch																
3(c)	Bank Address																
3(d)	City Name																
3(e)	NEFT IFSC Code																
3(f)	Bank Account No.																
<p>We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, We would not hold the company responsible</p> <p>Date: _____</p> <p align="center">_____ Name &amp; Signature of Authorized signatory</p> <p align="right">_____ Company Seal</p>																	
<p align="center"><b><u>Bank Certificate for BPCL's purpose</u></b></p> <p>We certify that the details given above are correct as per our records.</p> <p>Date: _____</p> <p align="center">_____ Signature of Authorized Official of bank</p> <p align="right">_____ Official Seal of Bank</p>																	



**Annexure - 3 Micro Small &Medium Enterprises (MSME)/Udyog Aadhar Registration Details**

Sr. No	Description	Vendor Feedback	Remarks
1	MSME Registration /Udyog Aadhar Number		Please attach self attested and stamped Copy of MSME Registration/UAM certificate for verification.
2	MSME Registration /Udyog Aadhar Number		As mentioned in Registration Certificate.
3	District of Registration for MSME/UAM		As mentioned in Registration Certificate.
4	Registration Category		As mentioned in Registration Certificate.  01- Micro 02- Small 03 - Medium
5	Registered activities for MSME		As mentioned in Registration Certificate.  01 Manufacturing 02 Services
6	<b>Proprietor/Partners/Promoters details belonging to Schedule cast/Schedule tribe (SC/ST)</b>	<b>Name:</b>  <b>Name:</b>  <b>Name:</b>	Please provide details as per SC/ST certificate & attach the same wherever applicable. (Please note that in case no certificate is enclosed for SC/ST, it shall be deemed that the entity owners does not fall in the category.)

I/We confirm that information provided above is true to my knowledge & belief.

\_\_\_\_\_  
(Vendor Name)

\_\_\_\_\_  
(Vendor Code in BPCL)

\_\_\_\_\_  
(Name & Signature of Authorized signatory)

\_\_\_\_\_  
(Company Seal)

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

**A. Guidance Note for filing the template for new vendor creation-**

1. All annexure/details in annexure are mandatory to be filled. If any of the annexure/detail is not applicable to you, please write "Not Applicable" (NA) for the same.
2. All the annexure are required to be dated, signed and stamped by the authorized signatory as per table below –

S. No.	Type of organization	Authorized signatory
1	Individual/ Sole proprietor	Individual /Sole proprietor (with seal)
2	HUF	Karta of Family(with seal) )/authorized signatory (with seal)
3	Partnership Firm	Designated partner (with seal) )/authorized signatory (with seal)
4	Others	Designated officer (with seal) )/authorized signatory (with seal)

3. Please attach self attested copies of all relevant certificates/documents (latest) as mentioned below while submitting the details to us –

Annexure	Particulars	Documents required
1	Company and Tax related data	a. Certificate of incorporation under relevant act/ partnership deed/trust deed b. PAN card c. GST registration certificate, if registered
2	NEFT data	a. Latest Bank Certification- dated, signed and attested with bank seal <b>OR</b> b. Cancelled copy of cheque, self attested and stamped.
3	MSME	MSME/Udyog Aadhar registration certificate, if registered under MSME

4. Please indicate E-mail Id and mobile No. to be used by BPCL for sending communication relating to invoice status, TDS certificates, Payment advice etc.
5. The address provided should be as per the GST registration address. However, a different communication address can be given in the Annexure-1 provided the state for which GST number is given and the state of communication address is same.
6. Please indicate whether you are registered, registered under composition scheme of GST act or unregistered under GST. **In case of GST registrations in more than one state, kindly fill in separate template as well as provide full set of documents for each registration.** In case, there is more than one registration no. in one state, please specify "Business Division" of each GST registration number as well.
7. If you are registered under MSME/Udyog Aadhar, please fill Annexure-3 as well.

**B. Guidelines for change in master data for existing vendor code-**

In case of updation of specific details for your existing vendor code, following details is mandatory-

<b>S.no. as per Annexure-1</b>	<b>Particulars</b>	<b>Mandatory/Optional</b>
2	E-mail ID	Mandatory
3	Mobile No.	Mandatory
4	Telephone No.	Optional
5	Communication Address as per GST registration address	Mandatory
6	PAN Number	Mandatory, if only PAN updation
7	Whether registered under GST	Mandatory , if only GST updation
8	GST Regn no. /Composition registration no.	
9	Whether unit <b>for which GST no. is provided</b> is located in SEZ	
10	Whether having multiple registration in a state	

		<p>SCHEDULE OF RATES</p>	<p><b>P.013460</b> <b>D11038</b> <b>030</b></p>
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# **BHARAT PETROLEUM CORPORATION LIMITED (BPCL)**

## **CITY GAS DISTRIBUTION PROJECT IN ROHTAK (HARYANA)**

### SCHEDULE OF RATES

<div>TRACTEBEL</div> <div>ENGIE</div>				SCHEDULE OF RATES FOR SUPPLY OF CNG STORAGE STATIONARY & MOBILE CASCADES AT ROHTAK IN THE STATE OF HARYANA							SOR No. P.013460 D11038 030	
NAME OF BIDDER												
TENDER NO. P.013460 D11031 030												
Item Sr. No.	Brief Description	Unit	HSN No. / SAC No.	Currency	Quantity	Unit FOT Despatch Point rate including Packing, Forwarding and inspection charges	GST @ _____% On Column 2	Freight, Insurance & Unloading etc. at BPCL store at Rohtak ( Haryana)	GST @ _____% On Column 4	Unit Price FOT BPCL store Price inclusive of all applicable taxes at Rohtak (Haryana) (2+3+4+5)	Total FOT BPCL store Price inclusive of all applicable taxes at Rohtak (Haryana) (1) * (6)	
						Amount	Amount	Amount	Amount	Amount	Amount	
					1	2	3	4	5	6	7	
1.0	CNG Stationary Cascade - 3000 WL											
1.1	Design, Engineering, Manufacturing, Assembly, Supply, Inspection and Testing at works and at site if required of CNG Station Storage Cascade of minimum 3000 WL capacity of sum total of cylinders proposed at 15°C, for filling and storing of CNG at 250 bar g at 20 to 48°C along with Foundation Bolts as specified in bid document alongwith other Mandatory Spares	Nos.		INR	1							
1.2	Mandatory Spares suitable for 3000 WL Capacity Cascades.											
1.2.1	Pressure Gauge range (0-400 kg/cm2)	Nos.		INR	1							
1.2.2	Cylinder Valve with end tube fitting	Nos.		INR	1							
1.2.3	Isolation Valve	Nos.		INR	1							
1.2.4	Check Valve	Nos.		INR	1							
1.2.5	Tube Pig Tail	Nos.		INR	1							
1.2.6	Burst Disc with washer	Nos.		INR	2							
1.2.7	Spindle & handles for cylinder valves	Nos.		INR	2							
1.2.8	Safety Relief device	Nos.		INR	1							
	Total (Item No. - 1.0)											
2.0	CNG Stationary Cascade - 4500 WL											
2.1	Design, Engineering, Manufacturing, Assembly, Supply, Inspection and Testing at works and at site if required of CNG Station Storage Cascade of minimum 4500 WL capacity of sum total of cylinders proposed at 15°C, for filling and storing of CNG at 250 bar g at 20 to 48°C along with Foundation Bolts as specified in bid document alongwith other Mandatory Spares	Nos.		INR	5							
2.2	Mandatory Spares suitable for 4500 WL Capacity Cascades.											
2.2.1	Pressure Gauge range (0-400 kg/cm2)	Nos.		INR	5							
2.2.2	Cylinder Valve with end tube fitting	Nos.		INR	5							
2.2.3	Isolation Valve	Nos.		INR	5							
2.2.4	Check Valve	Nos.		INR	5							
2.2.5	Tube Pig Tail	Nos.		INR	5							
2.2.6	Burst Disc with washer	Nos.		INR	10							
2.2.7	Spindle & handles for cylinder valves	Nos.		INR	10							
2.2.8	Safety Relief device	Nos.		INR	5							
2.2.9	Total (Item No. -2.0)											
3.0	CNG Mobile Storage Cascade - 3000 WL											

<div>TRACTEBEL</div> <div>ENGIE</div>				SCHEDULE OF RATES FOR SUPPLY OF CNG STORAGE STATIONARY & MOBILE CASCADES AT ROHTAK IN THE STATE OF HARYANA							SOR No. P.013460 D11038 030	
NAME OF BIDDER												
TENDER NO. P.013460 D11031 030												
Item Sr. No.	Brief Description	Unit	HSN No. / SAC No.	Currency	Quantity	Unit FOT Despatch Point rate including Packing, Forwarding and inspection charges	GST @ _____% On Column 2	Freight, Insurance & Unloading etc. at BPCL store at Rohtak ( Haryana)	GST @ _____% On Column 4	Unit Price FOT BPCL store Price inclusive of all applicable taxes at Rohtak (Haryana) (2+3+4+5)	Total FOT BPCL store Price inclusive of all applicable taxes at Rohtak (Haryana) (1) * (6)	
						Amount	Amount	Amount	Amount	Amount	Amount	
					1	2	3	4	5	6	7	
3.1	Design, Engineering, Manufacturing, Assembly, Supply, Inspection and Testing at works and at site if required of CNG Station Storage Cascade of minimum 3000 WL capacity of sum total of cylinders proposed at 15°C, for filling and storing of CNG at 250 bar g at 20 to 48°C along with Foundation Bolts as specified in bid document alongwith other Mandatory Spares	Nos.		INR	2							
3.2	Mandatory Spares suitable for 3000 WL Capacity Mobile Cascades.											
3.2.1	Pressure Gauge range (0-400 kg/cm2)	Nos.		INR	2							
3.2.2	Cylinder Valve with end tube fitting	Nos.		INR	2							
3.2.3	Isolation Valve	Nos.		INR	2							
3.2.4	Check Valve	Nos.		INR	2							
3.2.5	Tube Pig Tail	Nos.		INR	2							
3.2.6	Burst Disc with washer	Nos.		INR	4							
3.2.7	Spindle & handles for cylinder valves	Nos.		INR	4							
3.2.8	Safety Relief device	Nos.		INR	2							
	Total (Item No. -3.0)											
4.0	CNG Mobile Storage Cascade - 4500 WL											
4.1	Design, Engineering, Manufacturing, Assembly, Supply, Inspection and Testing at works and at site if required of CNG Station Storage Cascade of minimum 4500 WL capacity of sum total of cylinders proposed at 15°C, for fillingand storing of CNG at 250 bar g at 20 to 48°C along with Foundation Bolts as specified in bid document alongwith other Mandatory Spares.	Nos.		INR	8							
4.2	Mandatory Spares suitable for 4500 WL Capacity Mobile Cascades.											
4.2.1	Pressure Gauge range (0-400 kg/cm2)	Nos.		INR	8							
4.2.2	Cylinder Valve with end tube fitting	Nos.		INR	8							
4.2.3	Isolation Valve	Nos.		INR	8							
4.2.4	Check Valve	Nos.		INR	8							
4.2.5	Tube Pig Tail	Nos.		INR	8							
4.2.6	Burst Disc with washer	Nos.		INR	16							
4.2.7	Spindle & handles for cylinder valves	Nos.		INR	16							
4.2.8	Safety Relief device	Nos.		INR	8							
	Total (Item No. -4.0)											
	Total											
Notes:												
1	Scope of Work and other terms and conditions are strictly as per bid document.											

		SCHEDULE OF RATES FOR SUPPLY OF CNG STORAGE STATIONARY & MOBILE CASCADES AT ROHTAK IN THE STATE OF HARYANA								SOR No. P.013460 D11038 030	
NAME OF BIDDER											
TENDER NO. P.013460 D11031 030											
Item Sr. No.	Brief Description	Unit	HSN No. / SAC No.	Currency	Quantity	Unit FOT Despatch Point rate including Packing, Forwarding and inspection charges	GST @ _____ % On Column 2	Freight, Insurance & Unloading etc. at BPCL store at Rohtak ( Haryana)	GST @ _____ % On Column 4	Unit Price FOT BPCL store Price inclusive of all applicable taxes at Rohtak (Haryana) (2+3+4+5)	Total FOT BPCL store Price inclusive of all applicable taxes at Rohtak (Haryana) (1) * (6)
						Amount	Amount	Amount	Amount	Amount	Amount
					1	2	3	4	5	6	7
2	Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Sr. No. in the price column in the un-priced Schedule of Rates and submit the same in Un-priced part of the bid. Bidder to submit Price part of above Schedule of Rates in their Priced Bid. All column of price schedule must be filled with required information as applicable.										
3	Bidder must quote the price in Schedule of Rates formats only. Bid submitted with changed format / description is liable to be rejected.										
4	All the Columns of quoted items in the Schedule of Rates must be filled with required information, as applicable. Bidder can indicate "0" (zero) in any column but "included" word should not be mentioned.										
5	Quoted rates are firm and fixed till complete execution of the entire order.										
6	Purchaser reserves the right to decrease/ increase the quantity of any item(s) as per provision of Bid document before award of contract.										
7	If the bidder is not in a position to provide cessutable invoice for service tax on transportation, then all inclusive rate for transportation to be quoted in column 4 above.										
8	Above quoted prices for supply of Cascades on FOT Site( Purchaser's store) basis, shall be inclusive of all & nothing shall be paid extra by Purchaser.										

At the helm of the Energy Transition, Tractebel provides a full range of engineering and advisory services throughout the life cycle of its clients' projects, including design and project management. As one of the world's leading engineering and advisory companies and with more than 150 years of experience, it's our mission to actively shape the world of tomorrow. With about 5,000 experts and presence in more than 70 countries, we are able to offer our customers multidisciplinary solutions in energy, water and urban.

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