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CPO (REFINERIES)

TURNAROUND JOBS IN PROCESS UNITS IN CDU-4 COMPLEX AT BPCL- MUMBAI REFINERY

REQUEST FOR QUOTATION – CRFQ NO: 1000329115 – E-Tender System ID: 57247

Tender Calendar Details		
Stage Name	Start Date	End Date And Time
Tender Release	19.04.2019	30.04.2019 (11:00 Hrs IST)
Pre-bid Meeting	23.04.2019 at 09:00 Hrs (IST), Mumbai Refinery	
Pre-qualification bid opening	30.04.2019 (11:05 Hrs IST)	_____
Technical Bid Opening	Will be intimated	_____
Priced Bid Opening	Will be intimated	_____

This document consists on 'Notice Inviting Tender' only and the complete tender document can be viewed/downloaded from BPCL E-tendering portal (<https://bpclproc.in>).

NOTICE INVITING TENDER

CRFQ NO: 1000329115 – E-Tender System ID: 57247

TURNAROUND JOBS IN PROCESS UNITS IN CDU-4 COMPLEX AT BPCL-MUMBAI REFINERY – PACKAGE 1

1.0 INTRODUCTION:

This tender document pertains to TURNAROUND JOBS IN PROCESS UNITS IN CDU-4 COMPLEX AT BPCL- MUMBAI REFINERY (PACKAGE 1).

During upcoming Turnarounds of CDU4 Complex / Aromatics Complex / SWS4, various M&I jobs as detailed in scope of work will be undertaken and same are to be completed as per schedule.

2.0 E-TENDER

E-Bids in 3 parts are invited for the subject tender in complete accordance with tender documents and its attachments.

- 2.1 All prospective bidders are requested enroll onto our e-tendering platform <https://bpclproc.in> maintained by M/s. E-Procurement Technologies Ltd, our authorized Service Provider for E-tendering.
- 2.2 Upon logging in to the e-procurement website, bidder can download the bid documents and shall thoroughly go through the same. All documents required for the bid, shall be uploaded on the appropriate place in the E-Procurement web site, digitally signed. No physical scanned documents need to be uploaded except those specifically indicated.
- 2.3 As a pre-requisite for participation in the tender, bidders are required to obtain a valid Digital Signature Certificate of Class 2B or 3 (Signing and Encryption/Decryption) and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the bidder.
- 2.4 Bidder is advised to read the Instructions for participating in the electronic tenders directly through internet (Bid Submission Manuals are available on the above mentioned e-procurement site) and get conversant with the process of online submission of the offer well in time so as to submit offer by the due date.

E-Bidding instructions are also provided along with the tender document for reference and guidance

3.0 SITE VISIT/ PRE-BID MEETING:

- 3.1 Site visit/ Pre-bid meeting is scheduled on **23.04.2019 at 09:00 Hrs (IST), Mumbai Refinery.** All interested bidders are requested to reach before 10.00 AM. The purpose of the pre-bid meeting is to clarify any doubts of the Bidders on the interpretation of the provisions of tender. Bidder(s) are requested to submit their queries at least 2 days prior to pre-bid meeting, mentioning firm name, clause no. & clause by a letter/ e-mail to the Engineer-in-charge in order to have fruitful discussions during the meeting. All Bidders are requested to acquaint themselves for better clarity about the site and tender conditions, before submitting their bids. Necessary clarifications (if any), may be obtained prior to submission of the bid.
- 3.2 Engineer-in-charge: Shri. R C Agarwal, GM (Maintenance), BPCL – Mumbai Refinery, Mahul, Mumbai. Mob. No. 9820143006. Email: agarwalrc@bharatpetroleum.in

Contact Persons:

Shri. Piyush Juneja, Manager (Maint - Planning),
BPCL – Mumbai Refinery, Mahul, Mumbai.
Tel. No. 022 – 25524166,
Mob - 9769111518
Email: junejapiyush@bharatpetroleum.in

Shri. D P Chandramore, GM (Maint - Planning),
BPCL – Mumbai Refinery, Mahul, Mumbai.
Tel. No. 022 – 25533153,
Mob – 9892155580.
Email: chandramoredp@bharatpetroleum.in;

- 3.3 Bidders shall visit the location, at their own expense to see the site conditions before quoting for the job. Bidders should contact Engineer-in-charge / above contact persons for getting information required for visiting the site locations well in advance. Bidders to obtain all the information required for executing the contract from site. No request will be entertained on this count even if bidders choose not to visit. No claim what so ever may be shall be entertained on this ground.

The description as to the job-site and/ or local conditions given in the TENDER ENQUIRY are to serve and to be taken by the Bidders as the reference information only, and the BPCL shall not be liable for the correctness or authenticity thereof. The Bidders are required to make whatsoever necessary arrangement, in order to be fully aware and informed of any and all job-site and local conditions being existing and anticipated to in any way affect the performance of the works and the cost, time schedule, etc. therefore.

Failure of the Bidders to be fully aware and informed of such conditions shall not be the ground of or the reason for change or correction of the prices, unit rates and/or any other substance of the bid having once been received by BPCL or for withdrawal of the bid.

Should it be necessary for the Bidders to survey and investigate the jobsite and its surrounding areas, the Bidders shall arrange such survey by themselves and at their own cost.

4.0 PRE-QUALIFICATION CRITERIA:

- 4.1 Bidders meeting the technical & commercial qualifying criteria as per the pre-qualification document attached for the particular package, shall only be considered for further evaluation of bids.

5.0 EARNEST MONEY DEPOSIT (EMD) :

- 5.1. The interest-free Earnest Money Deposit (EMD) of **Rs 10,00,000/- (Rupees Ten Lakh Only)** to be submitted by way of crossed account payee Demand Draft drawn on any nationalized / scheduled bank in favour of "BHARAT PETROLEUM CORPORATION LTD" payable at Mumbai. The EMD shall be arranged prior to the due date & time of opening of the "Pre-qualification Bid".

The following categories of bidders are however exempted from depositing EMD:

- a) Units registered with National Small Industries Corporation (NSIC);
- b) Units falling under Micro & Small Enterprises (MSEs) category and registered with authorities specified under Public Procurement Policy for MSEs and as defined under the MSME Act 2006. Vendor shall submit the EMI and EMII certificate from DIC or Verified Udyog Aadhar Certificate along with their offer.

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) The monetary limit, if any, indicated in the registration certificate should cover value of items ordered.
- d) Registration Certificate is valid for a period at least up to validity of the offer.
- e) Self-attested copy of valid relevant registration certificate should be submitted in support.
- f) Registration with DGS&D will not entitle a Bidder to claim above exemption.
- g) Units registered with National Small Industries Corporation (NSIC) or MSE subject to:

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

- a) All MSEs who are having Udyog Aadhaar Memorandum (UAM) shall be given all benefits available under Public Procurement Policy for MSEs order 2012. Therefore, UAM shall also be accepted as a valid document for vendors seeking benefits under PPP for MSEs order 2012

- b) Registration with DGS&D will not entitle the Bidder to claim exemption from payment of EMD.
- 5.2 “Earnest Money Deposit” (EMD), wherever applicable, shall be paid separately by Demand Draft (DD) / Banker’s Cheque drawn in favour of Bharat Petroleum Corporation Limited and payable at Mumbai, or by electronic funds transfer or bank guarantee.
- 5.3 The Bank Guarantee in lieu of EMD shall be furnished on non-judicial stamp paper of Rs.500/- and in the prescribed Performa given in the Tender Document.
- 5.4 Bank Guarantee (BG) shall be executed by any Scheduled Bank approved by Reserve Bank of India as per the pro forma. The BG shall remain valid for a period of six months from the due date of opening the tender.
- 5.5 Original DD/ Banker's Cheque or BG as the case may be, towards EMD shall be sent separately to –

**CPO-Refineries (Head),
c/o Sunil Pandhare, Ch. Manager Proc. (CPO-R)
Administration Building, North Block, 1st Floor,
Mumbai Refinery,
Bharat Petroleum Corp Ltd,
Mahul, Chembur,
Mumbai – 400 074.**

Copy the DD/ Banker's cheque/ BG as the case may be, along with proof of dispatch to be uploaded along with "Pre-qualification Bid". Bids without EMD are liable to be rejected.

- 5.6 EMD can be also submitted through electronic fund transfer to the Account as detailed below;

Details of Bank for Electronic Fund Transfer:
Beneficiary-Bharat Petroleum Corporation Limited

Name of the Bank- Standard Chartered Bank, M G Road, Address-90, M G Road, Fort, Mumbai-400 001,IFSC Code-SCBL0036001,MICR Code-400036002,Type of Account-11(Current), Account No:22205020115.

- 5.7 EMD of other unsuccessful bidders shall be released after issuance of FOA/LOA/Contract Order against this tender. However, in case of successful bidder the EMD shall be released on receipt of performance bank guarantee.
- 5.8 Forfeiture of EMD - A tenderer who has submitted their bid shall not be permitted to alter/ amend or withdraw the bid, notwithstanding that the bid(s) has/ have not yet been opened/ finalized. A tenderer who purports to alter/ modify withdraw their offer after submission, within the validity of the offer shall be liable to have their offer rejected and their EMD forfeited/encashed.

- 5.9 The Earnest Money deposited by successful tenderer shall be forfeited if the successful tenderer fails to honour the offer terms prior to ordering and Contractual terms after issuance of FOA/LOA/Contract Order.
- 5.10 Offers received without scan copy of EMD (DD/BG/Valid NSIC Certificate/Bank transfer details) in the e-tender and physically not received within 7 days after "Pre-qualification Bid" opening date (as indicated in the NIT or corrigendum thereof) are liable to be rejected.
- 5.11 EMD shall be valid for a period of 6 (Six) Months from the due date and in compliance with the terms provided in General Conditions of Contract (GCC) for the same. EMD format provided in GCC shall be complied.
- 5.12 The EMD of Rs.10 Lakhs shall be against the tender consisting of 2 packages irrespective of the number of packages quoted by the bidder i.e. even if the bidder quotes for a single package or both packages, the EMD applicable shall be only Rs. 10 Lakhs.

6.0 OFFER VALIDITY:

The Offers shall be valid for a period of 120 days from Tender Due Date/Extended Tender Due Date for placement of order.

7.0 TAXES AND DUTIES:-

Your quoted rates shall be inclusive of all applicable taxes and duties except Goods and Services Tax (GST) which shall be quoted separately in the enclosed form (Form-A). Please note that submission of this form along with Technical / Un-priced Bid is mandatory.

Your rates shall remain firm till completion of work. The applicability of GST as a percentage rate of total quoted price shall be clearly mentioned in this form. If the information is not provided, it will be assumed that GST is included in your quoted price. No claim for GST will be entertained subsequently. Please note that registration for GST is mandatory for receipt of GST payments from BPCL. In absence of valid registration, your offer will remain invalid and will not be considered for evaluation. In case GST is not applicable, please indicate the same as "Nil" while submitting this form.

GST, if applicable, shall be paid after verifying GST Registration no. Break up of Basic cost, GST as applicable shall be provided in all your invoices along with GST registration no. & SAC code for the services provided.

Any statutory variation in GST or introduction of any new taxes and duties within the contractual completion period shall be to BPCL account, against submission of documentary evidence for substantiating the variation by way of relevant notification. However in case of delay in completion period beyond the contractual date, for reasons attributable to contractor, any increase in these rates or any new taxes and duties introduced during the period beyond the contractual completion date shall be borne by the contractor, whereas any decrease shall be passed on to BPCL.

Input tax credit towards GST, if available to BPCL, shall be considered for evaluation.

8.0 TAX DEDUCTION AT SOURCE (TDS) :-

Income Tax deduction at source (TDS) at the applicable rates will be deducted from the running bills. Necessary certificates in this regard will be issued.

9.0 FIRM PRICES:

The Contract Price shall remain firm and fixed till the completion of Work in all respects and no escalation in prices on any account shall be admissible to the BIDDER/ CONTRACTOR.

10.0 CONTRACT AGREEMENT:-

The successful Bidder shall be required to execute a formal Agreement as per the Format available in GCC, with Owner. All pages of the tender document including General Conditions of Contract shall to be signed and stamped. The Contract document shall consist of the following:

- i) Agreement signed on non-judicial stamp paper by Owner and Contractor.
- ii) Detailed Contract Order/LOA along with enclosures.
- iii) Tender Document along with the drawings, annexures, attachments, etc.
- iv) Amendments to Bidding Document, if any.
- v) All forms which were uploaded in the web (technical bid & price bid)

11.0 TIME OF COMPLETION:

As given in the Scope of work/ Special Conditions of contract.

12.0 GENERAL CONDITIONS OF CONTRACT (GCC):

Attached General Conditions of Contract (GCC) and addendum to GCC shall be applicable for this contract.

13.0 SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT (SCC):

Attached Scope of work & SCC shall be applicable for this contract.

14.0 SUBMISSION OF TENDER:

14.1 Bids should be submitted in "THREE BID SYSTEM", i.e., "Pre-Qualification Bid", "Technical/Unpriced Bid" & "Priced Bid" through e-tendering portal.

14.2 "Pre-Qualification Bid" shall be complete with all the required documents uploaded as given below.

- (i) All required documents as per PQ criteria duly verified by TPIA.
- (ii) Scan Copy of EMD (Demand draft/ Bank Guarantee/ Valid NSIC Certificate) or Registration/ Exemption Certificate (if any).
- (iii) Pro forma of Holiday List to be submitted properly filled.
- (iv) Contact details of Vendor duly filled, signed and stamped.
- (v) Integrity Pact Document duly filled, signed and stamped on each page

- (vi) Any other supporting documents/ information in support of the bid.
- (vii) Details of specific experience as per the format provided in PQ section of the tender duly verified by TPIA.

14.3 "Un-Priced Bid", i.e. Techno-Commercial Bid, shall be complete with all technical and commercial details (other than price) duly filled, signed and stamped essentially containing the following documents shall be submitted/ uploaded:-

- i) Details of taxes and duties as per the format FORM -A attached.
- ii) Un-Priced copy of Price Schedule with an indication "Quoted" or "Not-Quoted" against each item. Please do not indicate prices in Un-Price Bid.
- iii) Acceptance, Compliance, Deviations and Exceptions: Bidders are requested to have all their queries clarified before bidding. Bidders are required to confirm and accept all the terms and conditions of the RFQ. However, if they still have deviations from our RFQ and the attachments (GCC, SCC, specifications, scope of work, special instructions to bidders, etc.), they can indicate deviations in the Form B provided along with Instruction to Bidders giving reference to clause no.
- iv) Duly signed and stamped RFQ/Tender document, Special conditions of contract, scope of work etc shall be uploaded as a token of acceptance.
- v) Any other supporting documents/ information in support of the Un-priced Bid.

14.4 "Priced Bid" shall be submitted online. Bidders shall input their prices online in the template created in the E Tendering portal.

14.5 Bids complete in all respects should be uploaded in BPCL e-tendering portal on or before the due date & time. Each page of all documents, submitted by the bidder, shall be duly signed & stamped, and then scanned and uploaded in the portal. The offer shall be submitted in the Portal under the digital signature of the bidder.

14.6 Offer submitted by Telex/ Telegraphic/ Fax/ E-Mail or Hard copy in sealed covers, shall not be accepted.

14.7 BPCL shall not be responsible for any delay in uploading of offer.

15.0 TENDER OPENING:-

The deadline for bid submission is as per the due date & time mentioned/ extended due date & time (if any). The bids can be submitted in the e-procurement website up to the tender due date and time. The Pre-qualification bids will be opened online through e-procurement website on the same day at the time specified.

15.1 Pre-qualification Bids: The Pre-qualification bids shall be opened on the due date and time mentioned. Bidders, who have submitted their bids, can view/ witness the "Pre-qualification Bid" opening through the e-portal. The offers of those bidder(s) whose offer meet the Prequalification requirements, will only be considered for further evaluation, while those not meeting the Pre-qualification criterion, will be rejected without any clarification.

15.2 Un-priced bids: The Un-priced Bids (Techno-Commercial Bid) of those bidder(s), whose offers for "Pre-qualification Bid" are found to be acceptable, will only be opened under advance intimation to them. Such Qualified Bidders can view / witness the "Un-priced Bid" opening through the e-portal.

15.3 Price bids: The date and time of opening Price Bids shall be intimated separately to the techno-commercially acceptable bidders and the price bids shall be opened through e-portal. Such Techno-Commercially accepted bidders can view / witness the "Price Bids" opening through the e-portal.

The Methodology as described below shall be adopted in opening of the tenders.

16.0 TENDERING METHODOLOGY & METHODOLOGY FOR AWARD OF CONTRACT:

Jobs in the complexes are grouped in 2 packages as below:

E-Tender System ID	Package Details	Complex / Units Description
57247	Package 1	CDU4 COMPLEX
57248	Package 2	Aromatics Complex and SWS4 plant

- a) Pre-Qualification bids shall be opened first and evaluated based the Pre-Qualification criteria.
- b) Based on Pre-Qualification evaluation, techno commercial bids of pre-qualified bidders for respective packages only shall be opened.
- c) Based on Techno commercial evaluation, price bids of qualified bidders for respective packages shall be opened one after other in the following sequence:
 - Price bids of techno-commercially qualified bidders of Package-1- CDU-4 Complex will be opened first and evaluated. The successful bidder based on evaluation for this package will not be considered for the other package, even if the bidder is qualified for that package.
 - Subsequently, price bids of techno-commercially qualified bidders of Package 2- Aromatics Complex and SWS-4 plant will be opened and evaluated.
- d) Each package consists of three parts. Lowest quotes of each package considering the sum of Part A (Lump sum rate), Part B (Item wise unit rates) and Part C (Manpower & Equipment unit rates) of the Schedule of Rates shall be considered for evaluation purpose.

The successful Vendor shall provide required discount on overall basis during closing of the contract so that L1/L2 parity is maintained.

17.0 CONTACT PERSONS:

Please note that this tender enquiry is invited through e-tendering mode. In case of any clarification regarding the tender, following are the contact persons:-

17.1 FOR E-TENDERING RELATED ISSUES:

If tenderer need some clarifications or are experiencing difficulties while enrolling or while participating in this e-Tender, please E-Mail to the following E-Mail ID along with the snapshots of the errors being faced to:

Mr. Ajay Nandangi - ajay.nandangi@eptl.in Mob: 91 8433615195.

with copy to sunilpandhare@bharatpetroleum.in

OR Contact the Common Helpdesk No. (HQ) +91 - 79 – 40270573, Email id - support@bpclproc.in,

17.2 FOR TECHNICAL CLARIFICATIONS:

For any technical clarifications regarding this RFQ, please contact:

Shri. Piyush Juneja, Manager (Maint - Planning),

BPCL – Mumbai Refinery, Mahul, Mumbai.

Tel. No. 022 – 25524166,

Mob - 9769111518

Email: junejapiyush@bharatpetroleum.in

Shri. D P Chandramore, GM (Maint - Planning),

BPCL – Mumbai Refinery, Mahul, Mumbai.

Tel. No. 022 – 25533153,

Mob – 9892155580.

Email: chandramoredp@bharatpetroleum.in;

17.3 FOR COMMERCIAL CLARIFICATIONS:

For any commercial clarifications regarding this RFQ, please contact:

Shri Sunil Pandhare, Ch. Manager Procurement -CPO(R),

BPCL – Mumbai Refinery, Mahul, Mumbai-400074

Tel no. 022-25533131,

Mob - +91 9920896446

Email: sunilpandhare@bharatpetroleum.in

Shri G R Senthilkumar, Procurement Leader-CPO(R),

BPCL – Mumbai Refinery, Mahul, Mumbai-400074

Tel no.: 022-25533102,

Mobile No.: +91 7738203335

Email: senthilkumargr@bharatpetroleum.in

18.0 INTEGRITY PACT (IP):

- a) Pro forma of Integrity Pact (IP) shall be returned by the Bidder/s along with the PQ 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, scanned and uploaded along with other documents. Bidder's failure to upload the IP duly signed along with bid documents shall result in the bid not being considered for further evaluation.
- b) If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD/ Bid Security as per provisions of IP.
- c) If the contract has been terminated according to the provisions of the IP, or if BPCL is entitled to terminate the contract according to the provisions of the IP, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the IP.
- d) Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitors (IEM), appointed by Central Vigilance Commission (CVC). The IEM's name, address & contact number is given below:

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

For seeking clarifications / details related to tender, the concerned BPCL official whose name and contact number is given in the tender document (Point No. 17) should only be contacted.

19.0 MSE PREFERENCE:

Owner reserves its right to allow Micro and Small Enterprises (MSEs), purchase preference as admissible/applicable from time to time under the existing Govt. policy.

20.0 ARBITRATION CLAUSE:

GCC Arbitration clause is revised as below:

Arbitration clause as per GCC stands replaced and shall be as mentioned below:

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

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

21.0 GENERAL POINTS:

21.1 BPCL reserves the right to extend due dates of tender, accept or reject any tender in part or full, without assigning any reason whatsoever. BPCL also reserves its right not to accept the lowest rates quoted by the bidders and also to give purchase/price preference to eligible Enterprises, as admissible under the existing policies of Government of India and to JVs/ Subsidiaries as per BPCL guidelines.

21.2 COST OF BIDDING: The Bidder shall bear all costs associated with the preparation and submission of Bid, all activities in connection with bidding. BPCL will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process. Each Bidder accept and agrees, as a condition of submitting its Bid that it waives any and all claims against BPCL, its Co-ventures and their affiliates, for remuneration or restitution relating to its costs and expenses in.

21.3 CONTENTS OF BIDDING DOCUMENT: The Bidder is expected to examine carefully all instructions, conditions, forms and terms given in the Bidding Documents. Failure to furnish all information required by the Bidding Document or not responsive to the requirements of the Bidding Document will be at the Bidder's risk, and may result in rejection of the bid.

Amendment of Bidding document

BPCL may, for any reason either at their own initiative or in response to the clarification requested by prospective bidders, issue amendment in the form of addendum during the bidding period or subsequent to receiving the bids. Any addendum thus issued shall become part of bidding document and Bidder shall submit 'Original' addendum duly signed and stamped in token of his acceptance. If addendum is issued during the bidding period, Bidder shall consider the impact

in his bid. If addendum is 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.

- 21.4 OWNER'S RIGHTS TO ACCEPT / REJECT ANY OR ALL BIDS: BPCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Also BPCL reserves the absolute right to reject any or all the bids/tenders solely based upon the past unsatisfactory performance by the bidder/bidders in BPCL, the opinion/ decision of BPCL regarding the same being final and conclusive.
- 21.5 CONFIDENTIALITY OF BID DOCUMENT: The bidder shall not disclose any information contained in the bid document or otherwise supplied in connection with this bid to any third party, except for the purpose of preparing its bid and shall require any such third party to treat such information as confidential.
- 21.6 All changes / alterations / corrections in the BID shall be signed in full by the person or persons signing the Bid, with date. No erasure, use of correction fluid and / or overwriting is permitted. All blank spaces shall be filled in by typewriter /printed or in ink and inter-lineations, alterations or erasures, if any occur, shall be formally explained over the signature of authorized representative. "Non-compliance/ violation" of this requirement may be cause for the rejection of the Bid.

Where there is a discrepancy between amounts in figures and words, the amount in words will govern. Where there is a discrepancy between the lump sum prices and price break up, in that event lump sum prices will be considered final and break up of prices adjusted accordingly.

- 21.7 PROCESS TO BE CONFIDENTIAL: After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning to award of contract shall not be disclosed to Bidders. Canvassing in any form by the Bidder or by any other Agency on behalf of the Bidder after submission of the Bid may disqualify the said Bid. Any effort by a Bidder to influence the owner in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning award of contract, may also result in the rejection of the said Bid.
- 21.8 WRONG INFORMATION: If the Bidder deliberately gives wrong information in his Bid to create circumstances for the acceptance of his Bid, Owner reserves the right to reject such Bids without any reference to the Bidder.
- 21.9 CLARIFICATIONS OF BIDS: In the event of finding any discrepancies in or omissions from the Bid Documents, or should the Bidder be in doubt as to the meaning of such documents, Bidder shall immediately notify BPCL, either by facsimile/ letter/ E mail, at the address shown above, who will thereupon, if required, send necessary written instructions to all Bidders. Any such request shall reach BPCL not later than seven (7) days prior to the 'closing date". As part of examination, evaluation and comparison of Bids, the Owner may at his discretion, ask Bidders individually for clarification or call them for discussion of their Bid. For Techno-Commercial clarifications, bidders shall normally be given a

cutoff date for furnishing clarifications. Clarifications received after the specified cutoff date is liable not to be considered for evaluation.

Technical Query (TQ)/Commercial Query (CQ) shall be issued to bidders through E-Mail/E Tendering platform. Reply of TQ/CQ shall also be received through E-Mail/E-Tendering platform.

21.10 SIGNING OF BID: The Bid must contain the name, designation, residence and place of business of the person or persons submitting the Bid, and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below their signature. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid. The Bidder's name stated in the Bid shall be the EXACT LEGAL NAME OF FIRM / COMPANY / CORPORATION, etc. as registered or incorporated.



**(For) Central Procurement Organization (Refineries),
Mumbai Refinery, Mahul, Mumbai-400 074**

E-BIDDING INSTRUCTIONS

INSTRUCTIONS TO BIDDERS ON E-TENDERING

1.0 GUIDELINE FOR E-PROCUREMENT SYSTEM:

Bharat Petroleum Corporation Ltd. has gone for online submission of bid through e-procurement system on <https://bpcleproc.in>. Bidders are advised to read the Instructions for participating in the electronic tenders directly through internet (Bid Submission Manuals are available on the above mentioned e-procurement site).

To participate on tenders hosted by BPCL on e-procurement site, bidders are required to have a digital certificate and do “Enrollment” (Register on site) by creating one User Id on the above site.

Bidders shall make their own arrangement for e-bidding. The Un-priced Technical Bids along with all the copies of documents should be submitted in e-form only through BPCL e-Procurement system. Before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document after attaching digital signatures, the digital signature shall again be attached to the modified documents before uploading the same.

Late and delayed Bids / Offers after due date / time shall not be permitted in E-procurement system. However if bidder intends to change the bid already entered may change / revise the same on or before the last date and time of submission deadline. No bid can be submitted after the last date and time of submission has reached. The system time (IST) that will be displayed on e-Procurement web page shall be the time and no other time shall be taken into cognizance. Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid. No bid can be modified after the dead line for submission of bids.

BPCL shall not be responsible in any way for failure on the part of the bidder to follow the instructions. Further BPCL in any case will not be responsible for inability of the bidder in participating in the event due to ignorance, failure in Internet connectivity or any other reason. It is advised that the bidder uploads small sized documents preferably (up to 5 MB) at a time to facilitate in easy uploading into e-Procurement site. BPCL does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

Bidders are required to Login with their User ID & Password (along with Digital Certificate) on e-tendering site (<https://bpcleproc.in>), then click on “Dashboard”, click on “Action” button against required Tender, If the required tender number/ details are not available in the first displayed page, then they can click on “more” button, for proceeding to next page(s). They will get “Download files” as well as “Tender Common Forms” on the same page. For participating in tender and for download Tender Documents, click on “Participate”. In the same menu, one can upload the scanned, signed stamped documents in “Edit Bid Common Forms”.

For downloading Java, please click on “Download JRE 6” on login page or more details about Bidding steps. Also, “New User Instruction Manual” from log in page can be referred.

Bidders are required to save / store their bid documents for each item into their computers before submitting their bid into e-tender.

2.0 CONTACT PERSONS:-

FOR E-TENDERING RELATED ISSUES:

If tenderers need some clarifications or are experiencing difficulties while enrolling or while participating in this e-Tender, please E-Mail to the following E-Mail ID along with the snapshots of the errors being faced to:

Email - support@bpacleproc.in

(OR) Contact the following helpdesk numbers: All India +91 79 4027 0573.

INTEGRITY PACT AGREEMENT FORMAT

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 Tender for **“TURNAROUND JOBS IN PROCESS UNITS IN CDU-4 COMPLEX AT BPCL-MUMBAI REFINERY – PACKAGE 1”** (CRFQ NO: 1000329115 – E-Tender System ID: 57247). 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.

S.T. Pardhane

Section 2 - Commitments of the Bidder/ Contractor/ Supplier

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

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

S.T. Parthare

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

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

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

Section 4 - Compensation for Damages

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

S.T. Pandhare

the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

S.T. Parthasarathy

- (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.

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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.


Sunil Pandhare
For the Principal

.....
For the Bidder/ Contractor/
Supplier

Place

Witness 1 :
(Signature/Name/Address)

Date

Witness 2 :
(Signature/Name/Address)

FORMAT FOR BIDDER'S INFORMATION

FORMAT FOR BIDDER'S INFORMATION

Name of the Bidder	
Address	
Type of Organization: Government Dept. / Public Sector Undertaking / Public Limited Company / Private Limited Company / Partnership / Proprietorship / Others (Pl. specify)	
Location of Registered Office , in the case of Company	
Place and Year of the Incorporation	
Person Authorized to sign the bid document	
Phone, e-mail	
Does bidder has permanent establishment in India. If yes, please provide the address.	
Indian PAN No. (if available)	
In case of Foreign ,Tax Residency CERTIFICATE	
GST Registration number	
Whether the bidder falls under the category of Micro & Small Enterprises (MSE) as per the MSME Policy of Govt. of India. If YES, whether proof for the same enclosed with the bid?	
Indicate relationship with any of our Directors.	

SIGNATURE OF BIDDER :**STAMP OF THE BIDDER :**



TENDER DOCUMENT

TURNAROUND JOBS IN PROCESS UNITS
IN CDU4 COMPLEX
AT BPCL-MUMBAI REFINERY DURING JUNE-JULY
2019

REQUEST FOR QUOTATION -CRFQ NO. 1000329115

PACKAGE NO	JOB DESCRIPTION
1	CDU4 COMPLEX

E-TENDER SYSTEM ID-57247

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