

MUMBAI TERRITORY (RETAIL)
BHARAT PETROLEUM CORPORATION LIMITED
BENZINE INSTALLATION
SEWREE FORT ROAD, SEWREE (EAST)
MUMBAI - 400015



LIMITED TENDER

**CONTRACT FOR FABRICATION, SUPPLYING &
ERECTION OF NEW RVI (RETAIL VISUAL IDENTITY)
ELEMENTS AT RETAIL OUTLETS IN MUMBAI**

Tender No. : CRFQ -1000329141

Due Date : 29.04.2019 at 15.00 Hours

Tender for Fabrication, Supplying & Erection of New RVI (Retail Visual Identity) elements at retail outlets in MUMBAI City –Invitation of Techno-Commercial Bid /Price Bid

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

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

2. BPCL intends to provide New RVI (Retail Visual Identity) at retail outlets in MUMBAI City and pleased to invite your bids contract for Fabrication, Supplying & Erection of New RVI elements at retail outlets in MUMBAI City
3. This is an e-tender. Please visit the website <https://bpclproc.in> for participating in this tender process and submitting your Techno-commercial and Price bids online.

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

- a) General Purchase Conditions (**Annexure II**)
- b) Special Terms & conditions (**Annexure III**)
- c) Technical Specifications (**Annexure IV**)
- d) Format for PBG (Performance Bank Guarantee) (**Annexure V**)
- e) General Instructions to bidders for E-Tendering (**Annexure VI**)
- f) Performa of Integrity Pact (**Annexure VII**)
- g) List of approved TPIAs (**Annexure-VIII**)
- h) Other relevant document to be signed and uploaded (**Annexure-IX**).
- i) Holiday listing of vendors (**Annexure XII**)

Information pertaining to Techno-commercial details and Relationship with Directors shall have to be submitted online.

The Vendors shall also be in a position to produce further information as and when required by BPCL.

BPCL, at its discretion reserves the right to verify information submitted and inspect the manufacturer facilities to confirm their capabilities.

Part B: Price Bid

Vendors have to submit Price Bids online.

- a. Offers would be evaluated on **OVER ALL Lowest net landed price basis (lowest cost to BPCL)** and order shall be awarded to the successful bidder.
 - b. Tenderers shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the proforma mentioned in point (5 g) above.
4. All the tender documents and Annexures, Techno-commercial details and Price Bids shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory. The authorized signatory shall be:

- a) Proprietor in case of proprietary concern.
- b) Authorized partner in case of partnership firm.
- c) Director, in case of a limited Company, duly authorized by its board of directors to sign.

If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document and a scanned copy of such authority letter as also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the tender.

5. Online submission of the tender under the digital signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions
6. **EMD: EMD of Rs.1,00,000/- (Rs. 1 Lacs only)** is required to be submitted if applicable in physical form (by the way of crossed A/c Payee demand draft drawn on any Nationalised or scheduled bank in favour of M/s Bharat Petroleum Corporation Ltd. and payable at Mumbai) at our office in a sealed cover addressed to General Manager Engineering (Retail), West with following boldly super-scribed on the outer cover
 - CRFQ number
 - Item
 - Closing date/Time
 - Name of the tenderer

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

**Territory Manager (Retail) Mumbai,
Bharat Petroleum Corpn. Ltd.
Mumbai Retail Territory
Benzine Installation,
Sewree Fort Road,
Sewree East, MUMBAI -400015**

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

Bid received without the EMD if applicable is liable to be rejected.

EXEMPTION FROM EARNEST MONEY DEPOSIT:

Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit.

In case bidder is claiming exemption from submitting EMD, relevant valid certificate of exemption should be sent to the above address providing tender details on the envelope as mentioned above.

7. Your bid should be submitted online on or before the due date.& time
8. The Vendors who are already enlisted with BPCL should also apply.
9. **The vendors who are currently on BPCL s Holiday List will not be considered.**

10. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.
11. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
12. BPCL reserves the right to change the quantity (increase/decrease) tendered.
13. BPCL s decision on any matter regarding short listing of Vendors shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.
14. BPCL reserves the right to accept/ reject any or all the Bids at their sole discretion without assigning any reason whatsoever.
15. Forming Cartel and quoting rates in groups would disqualify the supplier.
16. Bids submitted after the due date and time as mentioned above, or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents to be uploaded online. No claims on this account shall be entertained.
17. Based on the information and documents submitted, the parties who are found to be techno-commercially eligible shall qualify for the next round of the tender viz. price bid. They would also become registered vendors for all limited tenders for Supplying & installation of New RVI (Retail Visual Identity) items. The results of this qualification round shall be intimated to the tenderer by email.
18. For clarifications, if any, please feel free to contact the undersigned on any working day between 10:00 am to 4:00 pm. Corrigendum, if any shall be published in BPCL e-proc site (<https://bpcl.eproc.in>).

Thanking you,

Yours faithfully,
For Bharat Petroleum Corporation Ltd.,

Ravikumar Natta
Territory Manager (Retail), Mumbai

Annexure II

Bharat Petroleum Corporation Limited

General Purchase Conditions

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

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Bharat Petroleum Corporation Limited

General Purchase Conditions

1. DEFINITIONS:

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

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

2. REFERENCE FOR DOCUMENTATION :

- 2.1. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.
- 2.2. After finalization of Contract / Purchase Order: The number and date of Rate Contract / Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
- 2.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER :

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

4. LANGUAGE:

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 included in the basic price. No separate excise duty is payable.

6.2. SALES TAX / VAT/CST/GST :

6.2.1. Sales tax/VAT/GST is excluded from the basic price.

GST shall be paid extra . Prevailing GST rate is 18%

BPCL may also claim ITC if applicable. Vendor shall submit the TAX invoice.

6.3 FREIGHT AND OCTROI :

6.3.1 Freight (Transportation) charges from the manufacturing unit of the vendor to the site (retail outlet) anywhere in the Territory have to be included in the basic price. No separate transportation charges are payable.

6.3.2. Octroi and entry taxes, if any, shall be invoiced separately and shall be re-imbursed by BPCL after completion of the work in all respects at actuals against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

7. INSPECTION :

7.1. 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.

7.2. 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 anyway 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).

- 7.3. 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. ORDER AWARD / EVALUATION CRITERIA :

- a. Offers would be evaluated on over all Lowest net landed price basis (lowest cost to BPCL) and order shall be awarded to the successful bidder.

9. 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.

10. PAYMENT TERMS :

- 10.1. At the sole discretion of the company the contractor can receive within 30 days of completion of the job the payment for the work done. All payments shall be subjected to deduction of Income Tax & statutory levies as applicable from time to time.

The vendor has to provide performance bank guarantee equivalent to 10% of contract value before releasing the payment.

- 10.2. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for dispatches will be made by the originator of Purchase Order :

- a) Tax Invoice (if applicable)
- b) Manufacturers Test Certificate.

11. GUARANTEE/WARRANTY:

- 11.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of completion of work. 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.

- 11.2. 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.

12. PERFORMANCE BANK GUARANTEE:

- 12.1. 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- .
- 12.2. 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:
- 12.2.1. 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).

13. DELIVERY :

- 13.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 13.2. 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.
- 13.3. 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.
- 13.4. Unless otherwise specified, Material(s) shall not be dispatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the manufacturer.

14. UNLOADING AND STACKING :

Unloading and stacking will be arranged by Vendor.

15. VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 120 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

16. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

- 16.1. 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).
- 16.2. 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.

16.3. 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 :

16.3.1. Accept delayed delivery at prices reduced by a sum equivalent to one percent (1%) of the basic value of any goods not delivered for every day of delay or part thereof, limited to a maximum of 15% of the total basic order value.

16.3.2. 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.

17. 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.

18. 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 (2) 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.

19. ARBITRATION CLAUSE :

- 19.1 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- 19.6. 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)

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. NEW & UNUSED MATERIAL :

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

29. PURCHASE PREFERENCE CLAUSE IF APPLICABLE:

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.

30. CANCELLATION:

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

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

30.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

30.2. 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.

31. 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.

32. 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.

33. GOVERNING LAW

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

34. 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.

35. 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.

36. 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.

Annexure III

Special Purchase Conditions

1. **VALIDITY OF THE OFFER:** Offer should remain valid for at least 90 days from the due date.
2. **PERIOD OF CONTRACT AND QUANTITY:** Estimated requirement of New RVI Elements is for 60 days from the date of LOI/Contract.

Since requirements are estimates and not actual demand, BPCL reserves the right to procure 20% additional quantity over and above the estimated quantity under the same terms and conditions, either during the contract validity period or by extending contract validity period further up to six months.

For procurement beyond 20 % additional quantity under the same terms and conditions within the contract validity period or by extending contract validity period, mutual consent of BPCL and concerned vendor will be necessary.

3. **QUANTITY ALLOCATION /DISTRIBUTION AND EVALUATION:**

- a) Vendors have to submit Price Bids online.
 - a. Offers would be evaluated on over all lowest net landed price basis (lowest cost to BPCL)
 - b) Net Landed price means total cost of the work i.e. Basic price inclusive of all taxes, levies, transportation, GST, and installation cost including all material & labour charges taking into consideration ITC if applicable.
 - c) Vendors are required to quote lumpsum amounts towards basic price comprising of cost of all material, excise duty, cost of packing, transportation to site, loading at manufacturing unit, unloading at site, installation of supplied material at site, cost of all consumables, including all machinery etc. GST shall be paid extra. Current rate of GST is 18%.
4. Orders in the form of Purchase Orders will be issued by Constn. Group Manager / Territory Engineers.
 5. The tenderer shall provide the Proof of Sales Tax / WCT / CST /GST/Excise Registration/Service tax registration.
 6. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value.
 7. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
 8. In case the 20% job is not allocated to MSME vendors as mentioned above, the job shall be distributed among L1, L2 & L3 vendors/parties in the ratio of 70:20:10 provided other vendors match the rates quoted by L1 vendor.

9. **PO will be issued to the vendor with estimated quantities, vendor to visit site & take actual measurements & product details on each pedestal before fabrication & inform concerned Engineer for amendment of quantities of PO if required.**

10. Vendor should also submit the following drawings/documents & obtain prior approval from Engineer In charge before fabrication.

- Canopy lit fascia & non lit fascia with actual measurements (drawing)
- Sales building fascia with actual measurements (drawing)
- Canopy column cladding details with actual measurements (drawing)
- Product name on each spreader/Spreader extension (drawing)
- Position of "No Sign" (drawing)
- Dealership name as appearing on "Dealer name board" (drawing)

Overall completion period is inclusive of all the above activities.

- Over all completion period is 60 days for the entire contract.
- Vendor shall complete 7 sites per week
- The time for completion of work per Purchase order/site shall be 15 days from the date of issue of PO failing which LD shall be levied.
-

11. **EMD: Rs. One lakh in DD drawn on nationalized bank in favor of BPCL, Mumbai shall be sent to GMRE, West at Mumbai & a copy of the DD shall be uploaded in E-tender portal, failure of which leads to disqualification of bidder.**

12. The successful tenderer are required to submit a **security deposit per territory of Rs. 1,00,000/-** before commencement of work. The successful tenderer shall have the option to adjust the earnest money deposit towards security deposit if he so desires. The security deposit will be retained until the successful completion of work. In case of the security deposit in the form of Bank Guarantee, the same shall be kept valid by the tenderer at his cost till the completion of the work under contract and shall be extended from time to time. No interest will be payable on security deposit.

13. No mobilization advance will be given. Price escalation will not be entertained on any account except on revision in statutory levies on tendered items.

14. **Payment terms: - Payments will be released within 15 days of completion of job as per the actual measurements after deducting, income tax, works contracts tax if any, Vendor has to submit Performance Bank Guarantee for LED equivalent to 4% of contract value before releasing payment.**

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

Vendor can also opt for 10% retention of the individual bill value with BPCL for a period of 12 months instead of submission of performance bank guarantee (PBG). Option of PBG / Retention Money will be finalized at the time of agreement and will not be changed at a later stage.

15. **Bills will be settled by the respective Territories Office / Constn. Group Engineer against each Purchase order issued on presentation of the bills along with Warranty certificate & TPIA certificate for each RO.**

16. Payment process :

Please send these invoices with required supporting documents to the following address for payment processing:

BUSINESS PROCESS EXCELLENCE CENTRE (BPEC)

4th FLOOR, BPCL OFFICE COMPLEX

PLOT NO. 6 SECTOR – 2

BEHIND CIDCO GARDEN, KHARGHAR

NAVI MUMBAI-410210

All invoices to be addressed to following address and sent to BPEC for processing.

BHARAT PETROLEUM CORPORATION LTD,

Bharat Bhavan 1 & 2,

4& 6 Curriumbhoy road, Ballard Estate,

MUMBAI – 400001

We further request you to mention your communication details such as Mobile No., e-mail ID suitably on the covering letter/Invoice. Also, Please ensure to include page numbers on each page of the invoice.

The payment status of your invoices can be tracked by you at <https://efp.bpcl.in>.

You can self register on the above portal to check the status of invoices and payments. You will continue to receive e-mail update on Vendor Invoice status as per current practice.

If you have any payment related queries, please send them to:

z_bpechelpdesk@bharatpetroleum.in

You can also call our toll free number at: **1800 22 4221** (Monday to Friday during 9 AM to 5 PM, excluding declared holidays).

17. Price Reduction Clause: for delay in executing the job as per the agreed time of completion price reduction at the rate of 1.0% per day to the maximum of 15% of the value of the respective purchase order will be levied.

18. The tenderer should quote in line with all the terms of tender including material specification. Any deviation from the said conditions of the tender will lead to disqualification of Offer. The tenderer shall also have to submit the proof of CST / Sales Tax / Service tax/ WCT / Excise Registration along with their offer.

19. BPCL reserves the right to award/cancel jobs against these rates at its discretion.

20. Vendors have to upload a scanned copy (in pdf or jpg format) of the following documents:

a) GST registration certificate

- b) Certified copies of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies (if applicable).

21. EMD FOREFEITURE AND RETURN OF EMD: EARNEST MONEY DEPOSIT WILL BE FORFEITED IN THE EVENT OF

- a) Withdrawal of offer while the offer is under consideration during the offer validity period.
- b) Tenderer not accepting our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
- c) Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.
- d) Any unilateral revision made by the tenderer during the validity period of the offer.

22. **EMD of Rs. 100,000/-** shall be returned to the unsuccessful bidders on finalization of the order. No interest on this EMD is payable.

23. BPCL will not issue C/D forms required by sales tax authorities and the tax implications to be borne by the vendor.

24. BPCL shall not provide any Road Permits/ Way bills.

25. Inability of the successful bidder to execute orders in accordance with the delivery schedule, will entitle BPCL, at its options to:

- a) Accept delayed delivery at process reduced by a sum equivalent to one percent (1%) of the basic value of any goods (complete in all respects) not delivered for every day or part thereof, limited to a maximum of 15% of the total basic order value.
- b) Any increase in taxes and duties during delayed delivery period would be to the vendors account. However any decrease in taxes and duties during delayed delivery would be passed on to BPCL.
- c) 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 (a) above in respect of goods delivered.

26. In case the order is going to be awarded on MSE status, then the vendor will have to offer & supply the entire tendered quantity from the plant having MSE certification and also to indemnify BPCL in this regard on Rs.100 stamp paper. The original indemnity bond need to be furnished to BPCL at the time of award of contract.

27. ACM peel cover will be removed at the RPO, after the item is erected. This will be done in the presence of BPC staff.

28. Vendor shall provide RO wise warranty certificate for ACM.

29. In case of repeated failure of the vendor to confirm to the delivery period OR in case of non-conformity of any material to the tender specifications & make of material as specified in the tender, suitable action shall be taken on the Vendor.

30. BPC reserves the right to get ACM/ LED sample checked and tested by original supplier for its original verification or at any reputed lab approved by BPCL.
31. Dimensional checks including flatness and levels will be done after erection of item at RPO, all correlation with code will also be done at RPO.
32. **If the quality of material or workmanship is not found satisfactory, the job will stand rejected and BPCL shall not be liable to pay any compensation for this.**
33. Vendor will submit proof of ACM procurement from approved source.
34. In case of any discrepancy between the general terms and conditions of tender and special terms and conditions of tender (as mentioned above), the Special terms and Conditions of Tender shall prevail.

Additional Special Purchase Conditions

TPIA inspection to be carried out as for each site as detailed below.

Inspection of RVI jobs by Approved Third Party Inspection Agency

1. Inspection of RVI works at the Vendors Factory premises.

a. Scope of Inspection :

- Inspection of Aluminum Composite Material (ACM) proposed to be used by the vendor for manufacturing of various RVI elements.
- Inspection of all other materials like steel, Aluminum, Pet-G, Vinyl, Electrical fittings & wires & all other hardware for makes, specifications and certification of material acceptance.
- Verification of fabrication details, dimensions of various RVI elements and inspections of their finishes (such as powder coating, painting, font, font size, cutting of vinyl, pasting of vinyl etc.) with specifications & drawings.

b. Inspection stages :

- First Stage: Prior to commencement of fabrication works to inspect all the raw materials including submission of **inspection report**.

TPIA to ensure ACM being used is tested in a lab approved by BPCL for all parameters as per the specifications & test report submitted to BPCL. Testing of ACM shall be done for 1 in every 10 sites & not less than 2 sites per Territory.

- Second Stage: During the fabrication of RVI elements to verify the use of approved materials and manufacturing processes, adherence to the specifications and drawings with respect to fabrication and workmanship, including submission of **inspection**

reports.

- Third Stage: After completion of fabrication, to inspect the finished RVI elements with respect to desired finishes, shapes and dimensions including submission of inspection reports along with certification for release of the fabricated RVI elements for dispatch to respective RO sites.

All the material inspected at factory & released for dispatch to site shall be appropriately marked to enable tracking of the material & to ensure only inspected material is being received at RO site.

2. Inspection of RVI elements at RO Sites :

a. Scope of Inspection :

- The TPIA is required to inspect the installation of all RVI elements released from the vendors factory for each RO, at the respective RO site and certify the acceptance of their installation and thus the completion of the works & issue completion certificate.

b. Inspection stages :

- First Stage: Prior to commencement of installation to inspect and ascertain the receipt of fabricated RVI elements at each RO site in proper condition without any damages, **as inspected and cleared at the factory.**
- Second Stage: After completion of installation for acceptance of RVI elements provided by the vendor including submission of **inspection report along with final completion certificate** indicating completion of works in all respects.

3. Inspection Visits:

- a. For each RO site, the TPIA shall undertake **three visits to the Vendors factory**, in such a manner that they complete inspections pertaining to all the stages mentioned in para 1 b & submit **three separate stage wise inspection reports** and the release order for dispatch of materials from the factory.
- b. However with respect to **Site Inspection** the number of **visits shall be two for each RO site** as detailed in 2 b.

- c. The inspection reports shall be submitted in an approved format covering all the aspects of QAP (Quality Assurance Plan) applicable for each stage of inspection. This format shall be developed by the respective TPIA engaged by the vendor within 15 days of award of job & approved by BPCL.
- d. As the RVI vendor would be continuously manufacturing RVI elements for different RO sites, it may be possible for inspectors of TPIA to clear different stages of inspection for other RO sites also during a particular visit. Hence rather than monitoring the number of visits, emphasis would be on the **stage wise inspection and receipt of inspection reports.**

4. Instruments for inspection:

Inspectors of TPIA are expected to carry calibrated Elcometer, screw gauge, vernier calipers, measuring tape etc. that are required for checking the physical aspects & finishes of the materials being inspected by them.

5. Co-ordination with TPIA for inspection:

It is the responsibility of the respective vendor who has been awarded RVI works against this tender to liaise/co-ordinate with TPIA & arrange for the five stage inspection as detailed above.

6. Payment to TPIA :

Payment to TPIA shall be in the scope of the vendor who has been awarded RVI work against this tender. No additional payment will be made to the vendor on this account.

7. Submission of TPIA reports

In addition to the guarantee certificates, vendor has to submit the following reports along with the bill for release of payment.

- a. First stage TPIA report
- b. Second stage TPIA report
- c. Third stage TPIA report
- d. **Factory inspection report by TPIA in the format provided by BPCL.**
- e. **Site inspection report by TPIA in the format provided by BPCL.**
- f. Photographs of the completed site.

Notwithstanding the above inspection by TPIA, BPCL reserves the right to check for any or all parameters at the RO site if required.

Checklist to be submitted by TPIA is furnished below.

RVI Vendor & TPIA vendor will be held responsible for any wrong information provided as per the checklist & suitable action will be initiated against both RVI vendor & TPIA vendor.

List of approved TPIA is provided below.

1	Lloyds Register Industrial Service Ltd.
2	Det Norske Veritas (DNV)
3	Indian Register of shipping (IRS)
4	Engineers India Ltd. (EIL)
5	UL India Pvt. Ltd.
6	Tata projects Ltd.
7	SGS India Pvt. Ltd
8	Project & Development India Ltd. (PDIL)
9	Intertek testing Service India pvt. Ltd.
10	RITES Ltd.
11	MECON Engineers
12	Germanischer Lloyds Industrial Service Pvt. Ltd. (GLISPL)
13	Beuro Veritas
14	International Certification Services

Annexure IV

TECH SPECS OF ACM,VINYL ,PET-G & Steel Structure

A. LIST OF APPROVED MANUFACTURE ,SUPPLIERS FOR RAW MATERIALS

1. Hot Rolled Angles, Channels - SAIL, VIZAG STEEL, Tata,Jindal.
2. M S Plates - do-
3. CRCA Sheet - TATA, SAIL
4. GJ Sheet -TATA Steel
5. Wire Rope -Reputed Make
6. Stainless Steel Sheet -Salem Steel,
7. Aluminum Section -Jindal, Agarvansi Or Equivalent Reputed Sources
8. Aluminum extrusion - -do-
9. Aluminum Sheet -Hindalco ,INDAL
10. Aluminum composite Material - Alcoa, Mitsubishi, Alcan,Alstrong, Alubond,Alucob,Aludecor or As approved by HQ
11. PET –G--Spectar-M/s Eastman, VIVAK of M/s Bayer Malilbu Polymers or as approved by HQ
12. Polycarbonate Sheet -GE Lexena of M/s SABIC, Makrolan of M/s Bayer or as approved by HQ
13. Flex - As Approved by HQ
14. Vinyl's -Avery,3MAs Approved by HQ
15. Tedlar Flim -Dupont Or As Approved by HQ
16. Primers -Manufactured Or Reputed
17. Paints - Manufactured Or Reputed
18. FRP Matt - Manufactured Or Reputed
19. FRP Resins - Manufactured Or Reputed
20. Fasteners - Manufactured Or Reputed
21. Electrical Wires -Reputed Make
22. Electrical Protection Devices -Reputed Make

B. PET G

Optical Specification

Haze	ASTM D 1003	%	%	<1	<1
Light Specular Transmission	ASTM D 1003	%	%	86	86
Diffuse	ASTM	%	%	88	88
Gloss 60 Deg Angel	ASTM	Unit	Unit	159	159
Colors, b* CIELBS ILLUMINATES	ASTM	Unit	Unit	<1	<1
Yellowness CIELAB, Illuminate	ASTM	Unit	Unit	<1.5	<1.5

There is no need to pre heat the PET-G materials as in the case of Acrylics and polycarbonate materials. Finished thermoform piece should be with smooth plane surfaces without dust mark

Dishing, scratches, cracks, Webbing or bridging marks. The Finished part should have consistent gloss.

C. MATERIAL AND OTHER SPECIFICATION

ACM (ALUMINIUM COMPOSIT MATERIAL)

One of the most important used in RVI is ACM. The fabrication techniques of ACM are as per manufacture guidelines. It may be noted that the most Important feature of ACM Flatness and Sheen. It is important that these features are

Protected during manufacturing. The ACM Comprise of two skins of aluminum sandwiched with an inner core of low density polyethylene.

Over all Thickness : 3 MM

Inner Core : 2.4 MM

Aluminum Skin : 0.3 MM

Surface finish front side : PVDF Kynar 500 (70:30) Or LUMIFLON Based Coating Apex 25 Micron

Fabrication : Routing Grooving and folding as per manufacturers Recommendation. Use the sub structure where required

Protection :The Peel Of Protective Film Shall remain in place until the installation is fully complete or Certified

- Water proofing of all joints to be done from rear using silicone. This work is precision one as a silicon has staining Characteristics.
- For 90* bends the v groove to be rooted should have 120* angle to have neat bend
- All weaves to be folded on wooden template.
- All ACM joints should be but joint folded in sided on to support.

D. VINYLS

1. For Screen painting

Design to be printed on 3M or Avery make vinyls using automatic and semiautomatic screen painting platform with the inks and clear coat as suggested by Vinyl manufactures. The final graphic displaying vinyl to be aged sealed

The opacity of such graphics and vinyl combined on a back lit surface, will carry 5 years warranty for outdoor / indoor application from vinyl supplier only. In order to have combined warranty for vinyl and screen printing from vinyl manufacturer i.e. 3M or Avery, screen printing and printer shall be as per vinyl manufacture advice. These screen printed vinyl will have gasoline resistance property as these are to be fixed in "all the time vapor present area "The warranty, be against print quality failure, color fading adhesionness and shrinkages, etc.

2 For the application

Blue	3 M Scotch cal 3630-337 Or Avery 5581 QM
Yellow	3 M Scotch Cal 3630- 125 Or Avery 5507 QM

These vinyls will be translucent type and will carry a warranty of 5 yrs. For outdoor/indoor application. This warranty will be from manufactures and will be against colour fading, adhesion loss, loss of gloss, shrinkages, Etc

3 STANDERD PROPERTIES

3.1 IS Standards for materials and process to be complied with

Design Condition	IS 875
Structrual Design and Fabrication	IS 800
Erection and Installation	IS 801
Structural Steel	IS 2062
Hallow Steel Section	IS 4923
Fastners	IS 1149
Welding Electodes	IS 814
Aluminium Sheet	IS 737
Steel Poles	IS 4923
Structural Steel Work	IS 226
Bolting	IS 1363

E. INSPECTION AND WARRANT

1. INSPECTION WORK

- BPCL reserved the right to get ACM sample checked and tested by original supplier for its original verification.
- Dimensional checks including flatness and levelness will be done after erection of items at RPO. All correlations with code will also be done at RPO.
- If the quantity of material or workmanships is not be libale to pay any compansation for this .
- Vender will submit proof of ACM procurment from approved source.
- ACM peel cover will be removed at the RPO,after the item is erected this will be done in the presence of BPCL staff.

2 Warrant for ACM Vinyl.

The engineer concured will pass the bill after getting warranty from ACM and Vinyl manufactures.

3 FIBERGLASS REINFORCED PLASTIC(FRP)

Thickness	:3mm unless otherwise specified
Resin	:UV Stabilized Isopathalic Ployster Resin
Matt Chopped Strand	:450 GSM 0.9mm x 2 Layers
Surface Matt	:0.9 mm x 2 layers
Gel Coat	:Isopathalic Polyester resin mixed with Aersil Powder
Serface Finished	:PU Primer,PU Paint

4 POWDER COATING

wherever powder coating is specified use pure polyster powder for coating after due pretremment paint and powder coation should confirm to

ASTM D-523-60	:	Gloss 60 Deg
ASTM D-5870	:	Cross Hatch Adhesion
ASTM 3363	:	Impact Resistance
ASTM B 117	:	Salt Spray Resistance
ASTM D 2247	:	Humidity Resistance

5 For Pre Treatment

The pre-treatment process is defined as under

a) Pre-tretment process sequence for MS Component

- Step 1 - De-greasing
- Step 2 -Water Rinse
- Step 3 -De-Rusting
- Step 4 - Water Rinse
- Step 5 -Activation
- Step 6 -Zinc Phosphate
- Step 7 -Water Rinse
- Step 8 -Passivation
- Step 9 -Drying
- Step 10 -Painting as Specified:
PU Or Powder coated pure polyester.

b) Pre –Tretment process for Aluminium Component:

- Step 1 - De-greasing
- Step 2 -Water Rinse
- Step 3 -Chromiumtizing
- Step 4 - Water Rinse
- Step 5 -Drying
- Step 6 -Passivation
- Step 7 - Painting as Specified:
PU Or Powder coated pure polyester.

Technical specifications – New RVI Elements.

Annexure V

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 interalia, 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.

- i. 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.
- ii. This Guarantee /Undertaking shall not be determined by the liquidation or winding up ordissolution 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.
- iii. 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.
- iv. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

Annexure VI

General Instructions to bidders for E-Tendering

1. Interested parties may download the tender from BPCL website www.bharatpetroleum.in (or) <http://eprocure.gov.in> (or) from the e-tendering website <https://bpcleproc.in> and participate in the tender as per the instructions given herein, on or before the due date and time of the tender. The tender available on the BPCL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender on-line on the e-tender system available on <https://bpcleproc.in>.
2. For registration on the e-tender site <https://bpcleporc.in>, you need to download the User Instruction Manual from the site and read it.
3. As a **pre-requisite for participation in the tender**, tenderers are required to obtain a valid Digital Certificate of **Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the tenderer.**

In case any tenderer so desires, he may contact our e-procurement service provider M/s. Eprocurement Technologies Limited, Ahmedabad (Contact no. 91-79-40016816, 6848, 6844,6868 OR +9122-65354113, 65595111) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents / fees.

4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcleproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such tenderers, who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the tenderer. They have the choice of making changes in their bid before the due date and time.
5. Tenderers are required to submit their bid on-line on or before the due date and time of closing of the tender. The general **process for submitting the bid** is as follows:
 - i. Accept the contents of all the following Annexures in toto by clicking on the button provided on the screen below them:
 - a) Bid-qualification Criteria (**Annexure I**)
 - b) General Purchase Conditions (**Annexure II**)
 - c) Special Purchase Conditions (**Annexure III**)
 - d) Technical Specifications (**Annexure IV**)
 - e) General Instructions to bidders for E-Tendering (**Annexure VI**)
 - ii. Down load, sign & upload the following documents.
 - a. Integrity Pact (pre-signed) duly signed and witnessed.
 - iii. Upload a scanned copy (in pdf or jpg format) of
 - a. Copy of third party inspection report for Bid-qualification Criteria.
 - b. Excise/VAT documents including quarterly returns (or) Factory license (or) Certificate from auditor certifying the bidders annual financial statement as mentioned in Bid-qualification Criteria.

c. Audited Balance Sheets and Profit & Loss accounts of the vendor for the previous three financial accounting years (2012-13, 2013-14 & 2014-15) prior to the due date of bid submission (English language only)

d. Copy of PAN Card

e. MSME Registration Certificate (Micro and Small) [if applicable]

f. Certified copies of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies (if applicable).

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

iv. Techno-commercial Details, Declaration Forms and Price Bids will have to be filled online.

6. Directions for submitting on-line offers, electronically, against e-procurement tenders directly through internet:

- (i) Tenderers shall have to log on to the website (<https://bpcleproc.in>) for submitting their bid.
- (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- (iii) Tenderers are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the tenderer intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- (iv) Once the entire process of submission of on-line bid is complete, the tenderers are required to go to option own bid view through dashboard and take the print of the envelope receipt as a proof of submitted bid.
- (v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- (vi) No manual bids/offers along with electronic bids/offers shall be permitted.
- (vii) It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of Tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on its account thereof. (this should be part of covering letter)
- (viii) Once the BQ (or) techno-commercial (or) un-priced commercial bids are opened, tenderers can see the list of tenderers who have participated in the bid by logging on to the portal under their user ID and password and clicking on Other Bids view.
- (ix) Subsequently, once the price bids are opened, tenderers can see the rates quoted by all the participating bidders using the same option.

7. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause. It is advisable that tenderers who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
8. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

1. For system related issues :

- a. **M/s. E-procurement Technologies Ltd no. Mr. Akash Sakhare 8779425194 or 022-27764464 followed with an e-mail to akash.s@eptl.in**

OR +91 79 4001 6868 E-mail id: support@bpcleproc.in.

2. For tender related queries

- a. **Territory Engineering Manager of M/s. BPCL at contact no 022-24165940, mobile no. 9448990902 followed with an e-mail to madireddis@bharatpetroleum.in**

The responsible person of the tender is Territory Manager (Retail), Mumbai of BPCL at contact no 022-24168232.

Annexure VII

35. Integrity pact (IP):

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

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

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

E.

Shri. S.S.N. Moorthy	Shri. Shantanu Consul	
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	
ssnm1950@yahoo.com	shantanuconsul@gmail.com	
Mob. 09500998610	Mob. 09740069318	

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

Performa Of Integrity Pact

Pre-signed Performa of Integrity Pact is attached in the e-tender. Bidders have to download the Pre-signed Performa Integrity Pact and upload the same in the e-tender duly signed and witnessed.

INTEGRITY PACT FOR ARC FOR FABRICATION & ERECTION OF NEW RVI ELEMENTS AT RETAIL OUTLETS IN MUMBAI CRFQ NO. 1000329141.

Between

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

And

The vendor whose authorized signatory has digitally signed this pact hereinafter referred to as
The Bidder/Contractor/Supplier

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for **ARC FOR FABRICATION & ERECTION OF NEW RVI ELEMENTS AT ROS IN MUMBAI**. 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 for third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder / Contractor/Supplier

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

(a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any

other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

Section 3 - Disqualification from tender process and exclusion from future contracts

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

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

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

(3) The Bidder accepts and undertakes to respect and uphold the Principal s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to

resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

Section 4 - Compensation for Damages

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.

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

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

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise

in India that could justify his exclusion from the tender process.

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

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

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

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

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

Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors

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

Section 8 - Independent External Monitors

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

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

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

Subcontractor with confidentiality.

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

.....

For the Principal

.....

For the Bidder/Contractor/Supplier

Place

Witness 1 :

(Signature/Name/Address)

Date

Witness 2 :

(Signature/Name/Address)

Name Address and Contact Number of Independent External Monitor

A.

Shri. S.S.N. Moorthy	Shri. Shantanu Consul	
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	
ssnm1950@yahoo.com	shantanuconsul@gmail.com	
Mob. 09500998610	Mob. 09740069318	

ANNEXURE- VIII

LIST OF APPROVED TPIAs (Third Party Inspecting Agencies)

1	Lloyds Register Industrial Service Ltd.
2	Det Norske Veritas (DNV)
3	Indian Register of shipping (IRS)
4	Engineers India Ltd. (EIL)
5	UL India Pvt. Ltd.
6	Tata projects Ltd.
7	SGS India Pvt. Ltd
8	Project & Development India Ltd. (PDIL)
9	Intertek testing Service India pvt. Ltd.
10	RITES Ltd.
11	MECON Engineers
12	Germanischer Lloyds Industrial Service Pvt. Ltd. (GLISPL)
13	Beuro Veritas
14	International Certification Services

ANNEXURE- IX

**Following Details to be signed and uploaded in e-prcurement portal
(<https://bpcleproc.in>):**

1. Techno-commercial Details

1	Name of the Tenderer (Company Name) , Office & Factory Address, Tel No & Fax No - Office & Factory, Contact Persons Name, Email ID, Designation & Cell No.	
2	Constitution of the firm :Sole Proprietor / Partnership – Registered before Registrar of Firms / Partnership – Unregistered / Pvt Ltd Co / Public Ltd Co / PSU / Govt.	
3	Year of Establishment / Registration & Date, Registration No, Registration under which Act	
4	PAN Card No. , Excise, Sales Tax and Service Tax Registration No. as applicable	
5	Registration with MSE (Micro and Small) if applicable.	
6	Major Customers	
7	ISO Certification Details	
8	Name & address of the Proprietor/ Partners/ Directors with percentage of share holding	
9	Are any of the above proprietor/ Partner/s/ Director/s also a proprietor/ Partner(s)/ Director(s) in any other New RVI manufacturing unit. (Yes/No)	
10	If yes, then please give the following details a)Name of Common Proprietor/Partner/Director b)Name of the other Unit c)Location	
11	Name of Bankers & Full Address	
12	Octroi Charges in percentage for Mumbai requirements Note: For evaluation purpose, Octroi charges will be considered only for Mumbai requirement. However, Octroi charges if applicable will be reimbursed against the submission of original documentary evidence for proof of payment of the related octroi.	
13	Vendors shall be able to supply atleast 100 % of the tendered quantity of the Territory where they are willing to quote.(Yes/No)	
14	Delivery – Kindly specify realistic delivery period. Expected delivery period is 6 weeks from the date of call off/PO/site readiness whichever is later.	

2. Declaration Forms :
(to be signed and uploaded in e-procurement portal (<https://bpcleproc.in>))

DETAILS OF RELATIONSHIP WITH BPC DIRECTORS

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

For any particular Territory for which vendor is quoting, vendor should offer the entire tender quantity & not partial quantity. Offers with partial tender quantity shall stand rejected.

Annexure XI

SAFE PRACTICES AT CONSTRUCTION SITES

The use of safety equipment and diligently implementing safe practices in construction sites is of paramount importance. In order to avoid accidents please ensure to have following safety equipment at all construction sites & inculcate the habit of using the same.

1. **Adequate no. of Safety helmets**----To be worn by everyone working on site and for visitors as well.
2. **Adequate no. of Safety shoes** ----To be worn by everyone working on site.
3. **Safety harness/belt** ----should be worn by people working at height.
4. **People working on electrical panel** must wear **proper Rubber footwear** and **Insulated gloves** to avoid electric shock.
5. Light pole/Emblem pole/Monolith must be erected with the help of **crane or chain & pully block** only. **It should never be erected manually.**
6. The construction site should be properly barricaded & **WORK IN PROGRESS** board should be displayed prominently.
7. The installation of light fixtures on light poles should be done by **proper ladder arrangement.**
8. **EXCAVATION** :-Area where excavation is carried out should be segregated by means of colour bands/Rope fastened on pillars at sufficient distance from pit so as to avoid accidents in excavated area due to slippage of loose earth or otherwise.
 - a. The site of the execution or trench should be slopped or battered back to a safe angle of repose usually 45 degree or be supported with shoring by timbering or other suitable means to prevent collapse. The type of support necessarily will depend on the type of excavation, type of soil ,the nature of ground and the ground water condition.
 - b. Barrier/Fence shall be provided for preventing people from slipping into the pit.If the pit is in Vehicular driveway additionally a prominent board shall be put up showing **EXCAVATION IN PROGRESS** .
 - c. Pumping out of accumulated water from pit is to be done at regular intervals. Run away water shall be prevented from entering the excavated area as it can cause erosion of soil and sudden collapse of earth.
 - d. If the excavation is carried out without shoring necessary angle of repose to be maintained at all times.
 - e. No labour shall be allowed **to sleep or take rest inside the pit.** Kids should not be allowed to come near the excavation work.
 - f. Excavated earth shall be stacked away from cutting edge to avoid collapse of trench and sliding of heaped earth into trench.

g. Contractor shall ensure that the excavation does not damage any existing underground cables, pipelines ,foundation of adjoining buildings or structures etc. Wherever possible excavation shall not be so close and deep as to undermine safety of any adjoining building or structure.

9. Contractor must ensure that

- a. Smoking inside the premises of a working location is strictly prohibited except in the designated areas.
- b. No source of ignition shall be taken to licensed premises or job.
- c. It is essential that good house-keeping is practiced at all time to keep the work area neat and clean. No material on any of site of work shall be so stacked as to cause danger and inconvenience to any person or public.
- d. At no time during working hours or at any time on site should any of the contractor s personal be under the influence of any intoxicants nor consume liquor, drugs or other intoxicating substances.

The above instructions shall be followed to avoid any mishap during construction.

The contract is liable to be terminated in case safety equipment as indicated above are not being used at site.

Signature of Contractor

ANNEXURE XII

HOLIDAY LISTING OF VENDORS

1. Introduction :

Works and procurement contracts have become a major activity for corporate in current times. In course of such contracting Oil sector PSEs deal with various "Agencies" (which shall include vendors/parties/contractors/suppliers/ consultants/Licensors/bidders). These entities are expected to adopt ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitments and sincerity towards the work undertaken and dealing with BPCL in such matters. However, in few occasions, the terms are found to be infringed and deviations from expected behavior are observed. It is not in the interest of BPCL to deal with Agencies who commit deception, fraud or other misconduct including compromising quality and safety in the tendering and execution process.

Also, while participating in the tender and performing the contract, vendors are required to meet certain basic performance criteria and adherence to the terms and conditions of the tender/contract. In case the vendor fails to meet the above parameters, it is prudent to put the vendor on holiday list for specific periods in order to deter the vendors from committing such defaults. Such decisions shall be taken based on the gravity of the default and after following a laid down process, on case to case basis.

2. Holiday Listing:

2.1. Reasons for Holiday Listing : An Agency may be placed in Holiday List for any one or more of the following circumstances:

2.1.1. If the Agency , in the context of its dealings with the

- Corporation:**
- a. has indulged in malpractices ;
 - b. has submitted fake, false or forged documents / certificates
 - c. Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL.
 - d. Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements.
 - e. has deliberately indulged in construction and erection of defective works or supply of defective materials
 - f. Has not cleared previous dues to BPCL if applicable.
 - g. Has committed breach of contract or has abandoned the contract.
 - h. Poor performance of the Agency in one or several contracts;
 - i. Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL.
 - j. Withdraws/ revises the bid upwards after becoming the L1 bidder.
 - k. Has parted with, leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL.

- 2.1.2. The following additional grounds can also be reasons for Holiday listing of an agency:**
- a. If a communication is received from the Administrative Ministry of the Corporation (i.e. MOP&NG) to ban Agency from dealing with the Corporation ;
 - b. If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency
 - c. Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

2.2. Procedure :

- 2.2.1.** Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party shall be given by means of a Show Cause notice. The show cause notice shall indicate clearly and precisely the charges/misconduct which shall be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the “Agency” shall be asked to submit within 15 days a written statement in its defense.
- 2.2.2.** On receipt of the explanation from the Agency, the procurement Department will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.
- 2.2.3.** The proposal along with the reply from the Agency would be examined by the Vendor de-listment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Department to the Competent Authority for final decision on banning or otherwise.
- 2.2.4.** The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal.
- 2.2.5.** The decision of the Competent Authority regarding Holiday Listing of business dealings shall be communicated to the ‘Agency’ concerned, by the concerned procurement department
- 2.2.6.** Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for BPCL on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.
- 2.2.7.** Ordinarily the period for which as Agency is Holiday listed shall not be less than 1 year and shall not exceed 3 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

S.No	Reasons for holiday listing	Period of holiday listing
1	Indulged in malpractices resulting in financial loss to the Corporation	15 years
2	Submitted fake, false or forged documents / certificates	3 years
3	has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorisedly disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL	15 years
4	Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules , safety norms, environmental norms or other statutory requirements	3 years
5	has deliberately indulged in construction and erection of defective works or supply of defective materials	3 years
6	has not cleared BPCLs previous dues if applicable	1 year
7	has committed breach of contract or has abandoned the contract	3 years
8	Poor performance of the Agency in one or several contracts	1 year
9	has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL	1 year
10	Withdraws/ revises the bid upwards after becoming the L1 bidder	1 year
11	has parted with , leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL	15 years
12	If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 years
13	Transgression of Integrity Pact , which, in the opinion of the Corporation, makes it undesirable to deal with the Agency;	3 years

2.2.8. In cases where Holiday Listing is proposed based on advice from the

Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPCL based on the Ministry's advice

2.3. Provision for Appeal;

- (i) An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- (ii) Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;
- (iii) On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires , may call for comments from the Competent Authority;
- (iv) After receipt of the comments from the Competent Authority, the Appellate Authority , if it so desires , may also given an opportunity for personal hearing, to the Appellant Agency;
- (v) After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :
 - a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing; OR
 - b) Annul the order of the Competent Authority.
- (vi) Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.
- (vii) Order of the Appellate Authority shall be communicated to the Agency by the Procurement Department
- (viii) No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

2.4. Effect of Holiday Listing

- (i) No enquiry / bid / tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- (ii) If an 'Agency' is put on the Holiday list during tendering :
 - a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD , if submitted by the 'Agency' shall be returned . If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned .
 - b) If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1;
- (iii) In cases where holiday listing proposal has been initiated by some procurement department in the Corporation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process

may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

3. Declaration by Bidders regarding Holiday Listing status:

Bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with the BPCL/MOPNG or serving a banning order by another Oil PSE. Offers not accompanied with a declaration shall be rejected. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

4. Revocation of Holiday Listing:

4.1. An order for Holiday Listing once passed for a certain specified period shall be revoked as under :

4.1.1. An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken / proposed to be taken, to avoid recurrence Specific order of revocation shall be issued by the concerned Procurement Department Vendor Enlistment Committee, which had recommended the Holiday Listing , after considering the Vendor's request, with copy to the Nodal Department.

4.1.2. A Holiday Listing order may, on a review during its currency of operation, be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.
