



CPO REFINERIES

TENDER FOR

“PROVIDING CATERING & CANTEEN SERVICES AT BPCL CRDC, GREATER NOIDA”

REQUEST FOR QUOTATION

CRFQ Number – 1000328140

E-Tender System ID: 55609

Tender Calendar Details		
Stage Name	Start Date	End date and Time
Tender release	17.04.2019	03.05.2019 11:00 hrs IST
Pre-bid meeting	26.04.2019, 10:30 Hrs IST	
Technical bid opening	03.05.2019, 11:30 hrs IST	
Priced Bid Opening	Will be intimated later	

SECTION 1**NOTICE INVITING E-TENDER**

- 1.0 E-Bids in 2 parts are invited for the tender for “**Providing Catering & Canteen services at BPCL CRDC, Greater Noida**” in complete accordance with tender documents and its attachments.
- 1.1 All prospective bidders are requested to enroll themselves in to our e-tendering platform <https://bpceleproc.in/> maintained by M/s. E-procurement Technologies Ltd, our authorized Service Provider for E-tendering.
- 1.2 Upon logging in to the e-procurement website, bidders can download the bid documents and shall thoroughly go through the same. All documents required for the bid, shall be uploaded on the appropriate place in the E-Procurement web site, digitally signed. No physical scanned documents need to be uploaded except those specifically indicated.
- 1.3 As a pre-requisite for participation in the tender, bidders are required to obtain a valid Digital Signature Certificate of Class 2B or 3 (Signing and Encryption/Decryption) and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the bidder.
- 1.4 Bidders are advised to read the Instructions for participating in the electronic tenders directly through internet (Bid Submission Manuals are available on the above mentioned e-procurement site) and get conversant with the process of online submission of the tenders well in time so as to submit tenders by the due date.
- 1.5 E-Bidding instructions are also attached along with the tender document for reference and guidance.

2.0 **BRIEF DESCRIPTION:**

Corporate R&D center (CRDC) of Bharat Petroleum is set up at Greater NOIDA with state-of-the-art facilities and is backed with a vision to develop high value products, services, processes & technologies and create innovative R&D solutions to earn customer’s delight.

CRDC intends to tender for **providing Catering & Canteen services at BPCL CRDC, Greater Noida.**

3.0 PRE-BID MEETING:

3.1 Pre-bid meeting is scheduled on 26th April 2019, 10:30 AM at BPCL, Corporate R&D Centre (CRDC), Plot No - 2A, Udyog Kendra, Surajpur Industrial Area, Greater Noida - 201306. All interested bidders are requested to reach the site before 10:30 AM. The purpose of the pre- bid meeting is to clarify any doubts of the Bidders on the interpretation of the provisions of tender. Bidder(s) are requested to submit their queries, mentioning firm name, clause no. & clause by a letter/ e-mail to the Engineer-in-charge in order to have fruitful discussions during the meeting. All Bidders are requested to acquaint themselves about the site and tender conditions for better clarity, before submitting their bids. Necessary clarifications (if any), may be obtained prior to submission of the bid.

3.2 Contact Persons:

Isha Khullar, Assistant Manager Services, CRDC, Greater NOIDA
Tel No. 0120 - 2354136. E mail: ishaverma@bharatpetroleum.in

Hemant Bothra, Chief Manager Projects, CRDC, Greater NOIDA
Tel No. 0120 - 2354130. E mail: bothrah@bharatpetroleum.in

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

Bidders may submit the queries in following format (in excel):

Sr No	Tender Page No	Clause No	Clause	Clause details	Query
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4.0 EARNEST MONEY DEPOSIT (EMD) :

The interest-free Earnest Money Deposit (EMD) of Rs 100,000.00/- (Rupees One Lakh Only) to be submitted by way of crossed account payee Demand Draft drawn on any nationalized / scheduled bank in favour of "BHARAT PETROLEUM CORPORATION LTD" payable at Mumbai. The EMD shall be submitted to BPCL prior to the due date & time of opening of the "Technical Bid".

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

- a) Units falling under Micro & Small Enterprises (MSEs) category and registered with authorities specified under Public Procurement Policy for MSEs.
- b) Units registered with National Small Industries Corporation (NSIC).
- c) Bidders registered with BPCL.

- The monetary limit, if any, indicated in the registration certificate should cover value of items ordered.
- Registration Certificate is valid for a period at least up to validity of the offer.
- Self-attested copy of valid relevant registration certificate should be submitted in support.
- Units registered with National Small Industries Corporation (NSIC) or MSE subject to: Such bidders must upload appropriate proof along with their "Technical Bid", to show that they are eligible for the exemption from EMD (application for registration as NSIC / MSE or for renewal will not be acceptable), failing which such bid will be treated as bid received without EMD and liable to be rejected.
- All MSEs who are having Udyog Aadhaar Memorandum (UAM) shall be given all benefits available under Public Procurement Policy for MSEs order 2012. Therefore, UAM shall also be accepted

Such bidders must upload appropriate proof along with their "Pre-qualification to show that they are eligible for the exemption from EMD. The exemption would be extended only if their registration is available for tendered item and registration certification is valid as on date of quotation.

Bidder(s) claiming exemption from EMD for being registered with BPCL shall submit documentary proof of their registration with BPCL. If required, such bidders can send email to CPO-R Dept for confirmation of their registration, at least one week prior to due date.

Registration with DGS&D will not entitle the Bidder to claim exemption from payment of EMD.

- 4.1 "Earnest Money Deposit" (EMD), wherever applicable, shall be paid separately by Demand Draft (DD)/ Banker's Cheque drawn in favour of Bharat Petroleum Corporation Limited and payable at Mumbai.
- 4.2 Alternatively EMD can also be paid by way of "Bank Guarantee" as per BG format attached, from any Bank recognized as Scheduled Bank by Reserve Bank of India, in favour of M/s. Bharat Petroleum Corporation Ltd. Mumbai.
- 4.3 The Bank Guarantee in lieu of EMD shall be furnished on non-judicial stamp paper of value not less than Rs. 500/- (Rupees Five hundred only) and in the prescribed Proforma given in the Tender Document.
- 4.4 Bank Guarantee (BG) shall be executed by any Scheduled Bank approved by Reserve Bank of India as per the proforma. The BG shall remain valid for a period of six months from the due date of opening the tender.
- 4.5 Original DD/ Banker's Cheque or BG as the case may be, towards EMD shall be sent separately to

**CPO (Head),
Administration Building, North Block, 1st Floor,
Mumbai Refinery,
Bharat Petroleum Corp Ltd,
Mahul, Chembur,
Mumbai – 400 074.**

- 4.6 Copy the DD/ Banker's cheque/ BG as the case may be, along with proof of dispatch to be uploaded along with "Technical Bid". Bids without EMD are liable to be rejected.
- 4.7 EMD of unsuccessful bidders shall be released after the completion of BQC evaluation/ Technical evaluation / Price bid evaluation as applicable. However, in case of successful bidder the EMD shall be released on receipt of performance bank guarantee.
- 4.8 Forfeiture of EMD - A tenderer who has submitted their bid shall not be permitted to alter/ amend or withdraw the bid, notwithstanding that the bid(s) has/ have not yet been opened/ finalized. A tenderer who purports to alter/ modify withdraw their offer after submission, within the validity of the offer shall be liable to have their offer rejected and their EMD forfeited/encashed.
- 4.9 The Earnest Money deposited by successful tenderer shall be forfeited if the successful tenderer fails to honour the offer terms prior to ordering and Contractual terms after issuance of FOI/ PO.
- 4.10 Offers received without scan copy of EMD (DD/BG/Valid NSIC Certificate) in the e-tender and physically not received within 7 days after "Technical Bid" opening date (as indicated in the NIT or corrigendum thereof) are liable to be rejected.
- 4.11 No interest shall be paid by BPCL on the earnest money deposit by the tenderer.
- 4.12 EMD shall be valid for a period of 6 (Six) Months from the due date and in compliance with the terms provided in General Conditions of Contract (GCC) for the same. EMD format provided in GCC shall be complied.

5.0 TAXES AND DUTIES :

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

Your rates shall remain firm till completion of work. The applicability of GST as a percentage rate of total quoted price shall be clearly mentioned in this form. If the

information is not provided, it will be assumed that GST is included in your quoted price. No claim for GST will be entertained subsequently. Please note that registration for GST is mandatory for receipt of GST payments from BPCL. In absence of valid registration, your offer will remain invalid and will not be considered for evaluation. In case GST is not applicable, please indicate the same as "Nil" while submitting this form.

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

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

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

6.0 OFFER VALIDITY:

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

7.0 TAX DEDUCTION AT SOURCE (TDS) :-

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

TDS @ 2%, under GST Act, shall be deducted from taxable invoice value excluding GST and TDS certificates will be issued from BPCL.

8.0 FIRM PRICES:

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

9.0 CONTRACT AGREEMENT

The successful Bidder shall be required to execute a formal Agreement as per the Format available in GCC, with Owner. All pages of the tender document including

General Conditions of Contract shall to be signed and stamped. The Contract document shall consist of the following:

- i) Detailed Contract Order/LOA along with enclosures.
- ii) The tender Document along with the drawings, annexures, attachments, etc.
- iii) Amendments to Bidding Document, if any.
- iv) All forms which were uploaded in the web (technical bid & price bid)

10.0 TIME OF COMPLETION:

Tentative Contract Period – June 2019 to May 2020(One Years).

11.0 GENERAL CONDITIONS OF CONTRACT (GCC)/ SPECIAL CONDITIONS OF CONTRACT (SPC) :

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

12.0 SUBMISSION OF TENDER:

12.1 Bids should be submitted in "**TWO BID SYSTEM**", i.e., "**Unpriced- Technical Bid**" & "**Priced Bid**" through e-tendering portal only.

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

- i) Bidder's covering letter with technical details / brochure of the material/Services offered by the bidder.
- ii) These **Notice Inviting E-Tender** (Section 1) duly signed & stamped in all pages in token of acknowledgement and acceptance.
- iii) **Scope of work for providing Catering & Canteen services** at BPCL CRDC, Greater Noida (Section 3) duly signed & stamped in all pages in token of acknowledgement and acceptance.
- iv) Un-Priced copy of Price Schedule with an indication "Quoted" or "Not-Quoted" against each item. **Please do not indicate prices in Un-Price Bid. (To be filled online on E-Portal).**
- v) **Technical Deviations** to tender document (Section 4), duly filled in, signed and stamped.
- vi) **Special Conditions of Contracts** of BPCL (Section 5) duly filled in, signed and stamped in all pages.
- vii) Details of taxes and duties as per the format FORM-A (Section 6) attached.
- viii) BPCL's **General Conditions of Contract (GCC)** - (Section 7) signed & stamped in all pages in token of acceptance and acknowledgement. **In case of any difference between the conditions mentioned elsewhere**

in the tender document and GCC, the conditions mentioned in the tender document shall prevail.

- ix) **Commercial Deviations** to tender document (Section 8), duly filled in, signed and stamped.
- x) **Pro-forma of Declaration of Black / Holiday Listing** (Section 10) duly filled in signed & stamped
- xi) Format for **Bidder's Information** (Section 12) duly filled in, signed and stamped.
- xii) Copy / Copies of **Corrigendum** issued (if any), duly signed & stamped in all pages in token of acceptance and acknowledgement.
- xiii) **MSE Vendor**
 - a. The unit should be registered with National Small Scale Industrial Corporation Limited (NSIC) or with any of the Authorities specified under the Public Procurement Policy for MSE's.
The unit should be registered for the item tendered.
The monetary limit, if any, indicated in the registration certificate should cover value of items ordered.
The registration certificate is valid for a period at least up to validity of the offer.
 - b. Self attested copy of all the pages of EM-II certificate issued by appropriate authority mentioned in Public procurement policy of MSEs – 2012 should be submitted in support of above.
 - c. Bidder's declaration / affidavit on Organization / Company Letter Head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.
- xiv) **Any other document / information** which bidder may like to submit, to establish that the offered material would meet BPCL's requirement.

12.3 Priced Bid:

Bidders to note that this tender is for Providing Catering & Canteen services at BPCL CRDC, Greater Noida.

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

Tentative Contract Period – June 2019 to May 2020(One Years).

The quoted price(s) shall remain firm without any escalation during the contract period of one year.

The quoted price shall be in line with scope of work and tender document.

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

in the portal. The offer shall be submitted in the Portal under the digital signature of the bidder.

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

Offers in the form of Fax/E-Mail/paper bid etc. shall not be accepted.

Offer shall be valid for a period of 120 days from tender due date / extended due date for placement of order.

13 TENDER OPENING

The deadline for bid submission is 11:00 Hrs on the due date mentioned. The bids can be submitted in the e-procurement website upto the tender due date and time. The Unpriced Technical bids will be opened online through e-procurement website <https://bpclproc.in>, on the same day at 11.30 Hrs.

13.1 Un-priced-Technical bids:- The Unpriced Technical bids of bidders shall be opened through the e-portal on the date and time mentioned in the tender document. The offers of those Bidder(s) whose un-priced bid meet the requirements; will only be considered for further evaluation.

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

14 PAYMENT TERMS

The Bill towards actual quantum of job carried out should be submitted once a month along with all necessary documents like challan, receipts etc. The Payment shall be made within 15 days of submission of bill. While submitting the monthly bill, the contractor should submit the abstract of different type of services / supply made in the month along with the copy of the proof for having deposited the ESI / PF contribution with appropriate authorities for the workmen & payment to workmen engaged by them. Generally the bills of the month should be support with past month records.

Performance Bank Guarantee shall be applicable for 10% of the contract value.

L.D. Clause shall be applicable.

15 EVALUATION OF OFFER

15.1 Loading for Taxes and Duties:

GST (CGST/SGST/IGST) as applicable and as quoted by the bidder.

- Loading on account of deviation in commercial terms.
- Payment terms: If any differential payment terms is offered by the bidder as against BPCL terms mentioned in this tender and same is accepted by BPCL, bidder shall be loaded at rate equivalent to benchmark prime lending rate (BPLR) of State Bank of India applicable on the date of opening of price bid, calculated for the applicable period for the applicable amount.
- Any other charges as quoted by the bidder shall be loaded / added.

15.2 Offers would be evaluated for net landed cost as under:-

Basic Price in INR for Providing Catering & Canteen services for one year (as quoted by bidder) – A

Loading all applicable charges such as Packing & Forwarding charges, GST, Freight Charges and tax on freight if any, loading on account of deviations if any, any other applicable charges and/or as quoted by bidder etc. – B

Net landed cost = (A + B)

15.3 Award of Contract

After Opening of online sealed bid or completion of Reverse Auction, as the case may be, successful bidder for supply will be decided based on lowest landed cost, including taxes, duties, freight and other applicable incidentals/charges.

The successful bidder will be issued LOA and subsequently Contract Order will be issued by CPO (R) and Purchase Order/Call offs will be issued by CRDC. The services shall be made strictly as per purchase order / call off issued.

16 CONTACT PERSONS:

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

16.1 FOR E-TENDERING RELATED ISSUES:

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

M/s E-procurement Technologies Ltd,

E Mail - support@bpcleproc.in / ajay.nandangi@eptl.in & with a copy to:
shivanksinghal@bharatpetroleum.in

(OR)

Contact the following helpdesk numbers:

Mr. Ajay Nandangi : Mobile 91 8433615195
All India +91 79 4027 0573

16.2 FOR TECHNICAL CLARIFICATIONS:

For any technical clarifications regarding this RFQ, please contact:

Isha Khullar, Assistant Manager Services, CRDC, Greater NOIDA
Tel No. 0120 - 2354136. E mail: ishaverma@bharatpetroleum.in

(OR)

Hemant Bothra, Chief Manager Projects, CRDC, Greater NOIDA
Tel No. 0120 - 2354130. E mail: bothrah@bharatpetroleum.in

16.3 FOR COMMERCIAL CLARIFICATIONS:

For any commercial clarifications regarding this RFQ, please contact:

Procurement Manager – Shivank Singhal, BPCL- Mumbai Refinery, Mahul,
Mumbai, Tel no. 022 - 25533140. Email: shivanksinghal@bharatpetroleum.in

(OR)

Procurement Leader – Mr. A.R. Chaudhary, BPCL - Mumbai Refinery, Mahul,
Mumbai, Tel no. 022 - 25533142. Email: chaudharyar@bharatpetroleum.in

17 GENERAL POINTS:

- 17.1. BPCL reserves the right to extend due dates of tender, accept or reject any tender in part or full, without assigning any reason whatsoever. BPCL also reserves its right not to accept the lowest rates quoted by the bidders and also to give purchase/price preference to eligible Enterprises, as admissible under the existing policies of Government of India and to JVs/ Subsidiaries as per BPCL guidelines.
- 17.2 COST OF BIDDING: The Bidder shall bear all costs associated with the preparation and submission of Bid, all activities in connection with bidding. BPCL will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process. Each Bidder accept and agrees, as a condition of submitting its Bid that it waives any and all claims against BPCL, its Co-ventures and their affiliates, for remuneration or restitution relating to its costs and expenses in.

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

Amendment of Bidding document

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

- 17.4 OWNER'S RIGHTS TO ACCEPT / REJECT ANY OR ALL BIDS: BPCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Also BPCL reserves the absolute right to reject any or all the bids/tenders solely based upon the past unsatisfactory performance by the bidder/bidders in BPCL, the opinion/ decision of BPCL regarding the same being final and conclusive
- 17.5 LANGUAGE OF BIDS: The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and BPCL, shall be written in the English language. All information in the "Bid" shall be in English language. Information in any other language shall be accompanied with its translation in English. Failure to comply with this condition shall disqualify a "BID". In the event of any contradictions between meanings as derived from various languages of the "BID", the meaning as derived from English language copy of the "BID" shall govern.
- 17.6 CONFIDENTIALITY OF BID DOCUMENT: The bidder shall not disclose any information contained in the bid document or otherwise supplied in connection with this bid to any third party, except for the purpose of preparing its bid and shall require any such third party to treat such information as confidential.
- 17.7 PROCESS TO BE CONFIDENTIAL: After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning to award of contract shall not be disclosed to Bidders. Canvassing in any form by the Bidder or by any other Agency on behalf of the Bidder after submission of the Bid may disqualify the said Bid. Any effort by a Bidder to influence the owner in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning award of contract, may also result in the rejection of the said Bid.

- 17.8 **WRONG INFORMATION:** If the Bidder deliberately gives wrong information in his Bid to create circumstances for the acceptance of his Bid, Owner reserves the right to reject such Bids without any reference to the Bidder.
- 17.9 **CLARIFICATIONS OF BIDS:** In the event of finding any discrepancies in or omissions from the Bid Documents, or should the Bidder be in doubt as to the meaning of such documents, Bidder shall immediately notify BPCL, either by facsimile or letter, at the address shown above, who will thereupon, if required, send necessary written instructions to all Bidders. Any such request shall reach BPCL not later than seven (7) days prior to the ‘closing date’.

As part of examination, evaluation and comparison of Bids, the Owner may at his discretion, ask Bidders individually for clarification or call them for discussion of their Bid.

For Techno-Commercial clarifications, bidders shall normally be given a cutoff date for furnishing clarifications. Clarifications received after the specified cutoff dates are liable not to be considered for evaluation. Technical Query (TQ)/Commercial Query (CQ) shall be issued to bidders through E-Mail/E Tendering platform. Reply of TQ/CQ shall also be received through E-Mail/E-Tendering platform.

- 17.10 **SIGNING OF BID:** The Bid must contain the name, designation, residence and place of business of the person or persons submitting the Bid, and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below their signature.

Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid. The Bidder’s name stated in the Bid shall be the EXACT LEGAL NAME OF FIRM / COMPANY / CORPORATION, etc. as registered or incorporated.

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

SECTION 2**ATTACHMENTS TO THE TENDER**

Section No	Description
1	NOTICE INVITING E-TENDER
2	ATTACHMENTS TO THE TENDER
3	SCOPE OF WORK
4	TECHNICAL DEVIATION FORM
5	SPECIAL CONDITIONS OF CONTRACTS
6	FORM A - FORMAT FOR TAXES AND DUTIES
7	GENERAL CONDITIONS OF CONTRACTS
8	COMMERCIAL DEVIATION FORM
9	E-BIDDING INSTRUCTIONS
10	PROFORMA OF DECLARATION OF HOLIDAY LISTING
11	POLICY OF HOLIDAY LISTING OF VENDORS IN BPCL
12	BIDDER'S INFORMATION
13	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

SECTION-3

SCOPE OF WORK (ATTACHED)

SECTION-4
TECHNICAL DEVIATION FORM

TECHNICAL DEVIATION FORM

Name of vendor:

Schedule of Deviations in reference to BPCL SPECIFICATIONS

1. Vendor may give here a consolidated list of technical deviations for all sections of the SPECIFICATIONS, which for an appropriate offer is considered unavoidable by him.
2. Deviations mentioned elsewhere in the offer shall not be taken cognizance by the COMPANY and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
3. Vendor shall state the reasons for the deviations in the 'Remark' column.
4. All other clauses of the SPECIFICATIONS (not mentioned in this form) shall be deemed to be fully complied by the vendor
5. Only the deviations listed herein, in conjunction with the SPECIFICATIONS, shall constitute the contract requirements for the award of job to the vendor.
6. BPCL reserves the right to reject the offer based on the deviations.

Sr. No.	Page No.	Clause No.	Requirement of the SPECIFICATIONS	Deviations to the SPECIFICATIONS	Remarks
1	2	3	4	5	6

Vendor :

Signature of the authorized signatory :

Name of the authorized signatory :

Stamp & Date :

SECTION 5

SPECIAL CONDITIONS OF CONTRACTS (Attached)

SECTION 6

FORM A – FORMAT FOR TAXES AND DUTIES

FORM-A

A	NAME OF WORK :	Providing Catering & Canteen services at BPCL CRDC, Greater Noida
B	E-tender	CRFQ 1000328140, E-tender System ID : 55609
C	NAME OF BIDDER :	
D	HSN & SAC Code of the quoted items	
E	CGST Rate (Percentage of total quoted price)	
F	SGST Rate (Percentage of total quoted price)	
G	IGST Rate (Percentage of total quoted price)	
H	UTGST Rate (Percentage of total quoted price)	
I	INVOICING LOCATION	

Note :

1. Indian bidders are required to indicate GST (in percentage) which will be applicable on Services.
2. Non-Indian bidders : GST is payable by BPCL directly to the tax authorities.
3. TDS (Tax Deducted at Source) :
 - i. Indian Bidders : TDS shall be deducted from the invoice value by BPCL and necessary certificate shall be issued by BPCL.
 - ii. Non-Indian Bidders : With-holding tax shall be deducted from the invoice value by BPCL and necessary certificate shall be issued by BPCL.
4. If GST rate, SAC Code and Invoicing Location are different/more than one, kindly provide further details

SECTION 7

GENERAL CONDITIONS OF CONTRACT(Attached)

SECTION 8
COMMERCIAL DEVIATION FORM

COMMERCIAL DEVIATION FORM

Name of vendor:

Schedule of Deviations in reference to COMMERCIAL TERMS AND CONDITIONS

1. Vendor may give here a consolidated list of Commercial deviations for all sections of the tender document, which for an appropriate offer is considered unavoidable by him.
2. Deviations mentioned elsewhere in the offer shall not be taken cognizance by the COMPANY and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
3. Vendor shall state the reasons for the deviations in the 'Remark' column.
4. All other clauses of the COMMERCIAL TERMS AND CONDITIONS (not mentioned in this form) shall be deemed to be fully complied by the PCMS vendor
5. Only the deviations listed herein, in conjunction with the COMMERCIAL TERMS AND CONDITIONS, shall constitute the contract requirements for the award of job to the vendor.
6. BPCL reserves the right to reject the offer based on the deviations.

Sr. No.	Page No.	Clause No.	Commercial terms and conditions	Deviations	Remarks
1	2	3	4	5	6

VENDOR :

Signature of the authorized signatory :

Name of the authorized signatory :

Stamp & Date :

SECTION 9
E-BIDDING INSTRUCTIONS

INSTRUCTIONS TO BIDDERS ON E-TENDERING

1.0 GUIDELINE FOR E-PROCUREMENT SYSTEM:

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

As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Signature Certificate of Class 3 (Signing and Encryption) 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. E-procurement Technologies Ltd, Ahmedabad (Contact no. 079-40016868) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents / fees. Non availability of Digital Certificate shall be considered as the vendor's regret.

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

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

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

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

responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

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

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

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

2.0 CONTACT PERSONS:-

FOR E-TENDERING RELATED ISSUES:

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

Email - support@bpcleproc.in

(OR) Contact the following helpdesk numbers: All India 079-40270573, +91-8433615195

SECTION - 10

PROFORMA OF DECLARATION OF HOLIDAY LISTING

PROFORMA OF DECLARATION OF HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid / Tender nor any other concern in which I am a proprietor nor in any partnership firm in which I am involved as a Managing Partner have been placed on holiday list declared by Bharat Petroleum Corporation Limited/MOP&NG/any other Oil PSEs, except as indicated below:

(Here give particulars of holiday listing and in absence thereof state "NIL" below).

In the case of a Partnership Firm

We hereby declare that neither we, M/s. _____ submitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor of any firm or concern have or has been placed on holiday list declared by Bharat Petroleum Corporation Limited/MOP&NG/any other Oil PSEs, except as indicated below:

(Here give particulars of holiday listing and in absence thereof state "NIL" below).

In the case of Company

We hereby declared that we have not been placed on any holiday list declared by Bharat Petroleum Corporation Limited/MOP&NG/any other Oil PSEs, except as indicated below:

(Here give particulars of holiday listing and in absence thereof state "NIL" below).

It is understood that if this declaration is found to be false in any particular, Bharat Petroleum Corporation Limited shall have the right to reject my / our bid, and, if the bid has resulted in a contract, the contract is liable to be terminated.

Place: _____

Signature of the Bidder _____

Date: _____

Name of the Signatory _____

SECTION - 11

POLICY OF HOLIDAY LISTING OF VENDORS IN BPCL



POLICY OF HOLIDAY LISTING OF VENDORS IN BPCL

1. Definitions :

In these Guidelines, unless the context otherwise requires

(i) Agency; "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency'. "Party/Contractor/Supplier/Vendor/Consultant/bidders/Licensor" shall mean and include a public limited company or a private limited company, a joint venture. Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade,

(ii) Appellate Authority: "Appellate Authority" shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the "Competent Authority".

(iii) Competent Authority: "Competent Authority" shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:

The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity

head as the case may be relevant to the said Procurement Department, but not below the level of General Manager

(iv) Corporation: "Corporation" means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.

(v) Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. "Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(vi) Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;

(vii) Collusive Practice : "Collusive Practice" amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(viii) Coercive Practice: "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

(ix) Officer-in-Charge: "Officer –in-Charge (OIC)" or "Engineer-in-Charge (EIC)" shall mean the person (s) designated to act for and on behalf of BPCL

for the execution of the work as per requirement of the concerned department.

(x) Malpractice : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;

(xi) Mis-Conduct : “Mis-conduct” means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines

(xii) Nodal Department: “Nodal Department” means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.

(xiii) Vendor De-listment Committee: “Vendor De-listment Committee” relevant to the procurement department which initiates the holiday listing process would be the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.

2. Reasons for Holiday Listing:

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

2.1 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.

2.2 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.

3. Duration of Holiday Listing:

Sr. 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 contracts	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

3.1 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

4. Provision for Appeal;

4.1 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.

4.2 Any appeal filed after expiry of the above period shall not be considered by the

Appellate Authority;

4.3 On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;

4.4 After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency;

4.5 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.

4.6 No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice

5. Effect of Holiday Listing

5.1. No enquiry / bid / tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.

5.2. 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;

c) If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

SECTION-12
BIDDERS INFORMATION

FORMAT FOR BIDDER'S INFORMATION

1	Name of Bidder	
2	Address for Communication	
3	General contact details viz. e- mail address, telephone no., & fax no.	
4	Whether bidder is a manufacturer OR dealer/trader, for items under this tender	
5	Type of Organization: Government Dept./Public Sector Undertaking/Public Limited Company/ Private Limited Company / Partnership/ Proprietorship Others (Pl. specify)	
6	Location of Registered Office , in the case of Company	
7	In case bidder is a manufacturer for items under reference:	
	Address of Factory:	
	GST Details (for Indian Bidder)	
	Service Tax Registration Number , if any (For Indian Bidders)	
8	CONTACT PERSON'S DETAILS:	
	Name & Designation	
	E-mail id	
	Telephone No.- Landline	

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

Place: _____

For and on behalf of

Date: _____

Signature & seal of the vendor

SECTION-13

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

**PROFORMA OF BANK GUARANTEE
(On non-judicial paper of appropriate value)
FOR EARNEST MONEY**

To
Bharat Petroleum Corporation Ltd.
(CPO) Refineries
Mumbai Refinery, Mahul
MUMBAI 400074
Dear Sirs,

M/s.

_____ have taken tender for the supply of _____
for Bharat Petroleum Corporation Ltd.

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd. We shall on demand pay to you in such matter as to you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us

in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rupees _____. Our guarantees shall remain in force until _____ unless a suit or action to enforce a claim under _____ Guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully