



**Project Management Consultancy Services for LPG Import facility at
Haldia**

ENQUIRY DOCUMENT

(Document No : A872-000-YE-MR-1500-1007-RFQ)



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REQUEST FOR QUOTATION (RFQ)

RFQ No.: SM/A872-000-YE-MR-1500/1007

Date: 02.02.2017

To, M/s	Client : BHARAT PETROLEUM CORPORATION LIMITED Project: LPG IMPORT TERMINAL FACILITIES PROJECT AT HALDIA MR No.: A872-000-YE-MR-1500 REV. B Item: DISTRIBUTED CONTROL SYSTEM Due Date & Time: 09.03.2017; Up to 1200 Hrs. (IST)
UNPRICED BID OPENING:	At 1400 Hours (IST) on 10.03.2017.
PRE-BID QUERIES	Last date for submission of Pre Bid Queries will be 10.02.2017
PRE-BID MEETING :	A Pre-bid conference will be held on 13.02.2017 at 10:00 Hrs. (IST) at Conference Room, Business Center, Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi-110066, India.
PRICED BID OPENING:	TIME & VENUE SHALL BE INTIMATED LATER.

GENTLEMEN,

- Online electronic Bids are requested on behalf of our Client M/s BHARAT PETROLEUM CORPORATION LIMITED under **International Competitive Bidding Basis** from competent agencies **fulfilling Qualification Criteria as per Detailed Notice Inviting Bid (NIB)** for the subject item in complete accordance with RFQ Documents/ attachments.
- Bidders interested to submit their offer can download the complete enquiry document from NIC Portal/ Central Public Procurement Portal (CPPP) i.e. <http://eprocure.gov.in/eprocure/app>. Also, Bidders are required to upload their bid along with all supporting documents & priced part on the e-tendering website (<http://eprocure.gov.in/eprocure/app>) only, on or before the due date and time for submission of bid. Bidders are required to register themselves at <http://eprocure.gov.in/eprocure/app>. No registration fee would be charged from the bidders.
- Detail instructions for submission of bids is mentioned at Sl. No. 8.0 of Detailed Notice Inviting Bid (NIB).**
- Commercial requirements are specified in the attached General Purchase Conditions, Special Purchase Conditions, Instructions to Bidders, Terms & Conditions for Site Work (applicable if MR calls for Scope of Site Work), Terms & Conditions for Supervision of Erection, Testing & Commissioning (applicable if MR calls for supervision), Terms & Conditions for Hazop Study, Agreed Terms & Conditions (ATC) questionnaire etc. The ATC should be duly filled in, signed & stamped, scanned and uploaded with your bid.
- Bidders are advised to submit bids strictly based on the specifications, terms & conditions contained in the RFQ Documents and should not stipulate any deviation.
- Addendum / corrigendum to the RFQ Documents if issued must be signed and submitted along with

the bid.

7. The order, if any, will be issued by our above-mentioned client.

8. **Delivery Period: - As per Sl. No. 3.0 of Detailed Notice Inviting Bid (NIB).**

9. The offer should be valid for **6 (Six) months** from final bid due date.

10. **Payment Terms:**

For Indian Bidders:

➤ **Supply:**

As per Clause No. **A-1.5 & Notes (as applicable)** of Annexure-I to Special Purchase Conditions (SPC).

➤ **Site Work:**

As per Clause No. **A-3 & Notes (as applicable)** of Annexure-I to Special Purchase Conditions (SPC).

➤ **Training:**

➤ As per Clause No. **A-5 & Notes (as applicable)** of Annexure-I to Special Purchase Conditions (SPC).

➤ **Annual maintenance Contract (AMC):**

As per Clause No. **A-6 & Notes (as applicable)** of Annexure-I to Special Purchase Conditions (SPC).

For Foreign Bidders:

➤ **Supply:**

As per Clause No. **B-1.5 & Notes (as applicable)** of Annexure-I to Special Purchase Conditions (SPC).

➤ **Site Work:**

As per Clause No. **B-3 & Notes (as applicable)** of Annexure-I to Special Purchase Conditions (SPC).

➤ **Training:**

➤ As per Clause No. **B-5 & Notes (as applicable)** of Annexure-I to Special Purchase Conditions (SPC).

➤ **Annual maintenance Contract (AMC):**

As per Clause No. **B-6 & Notes (as applicable)** of Annexure-I to Special Purchase Conditions (SPC).

11. **Part Order:** Not Applicable.

12. **Repeat Order:** Not Applicable.

13. **GUARANTEE/WARRANTY:** Clause no. 13.1 of General Purchase Conditions (GPC) stands modified to following extent:

“Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 36 months from the date of successfully commissioning & handing over the complete system or 42 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.”

14. Please submit your Acknowledgement against the RFQ on EIL's website <http://tenders.eil.co.in> within the due date & time, with reasons(s) of not participating in the bidding in case of regret/negative acknowledgment.

15. Purchase preference shall be applicable for this RFQ. Refer bidding document for details.

16. Consortium/ Joint/ Multiple/ alternative bids shall not be acceptable.

17. Contact Persons for this RFQ are:

Mr. Sunita Mitra, DGM (C&P), Contact No. 011-2676 3504 & email: s.mitra@eil.co.in or

Mr. D. Chatterjee, AGM (C&P), Contact No. 011-2676 3516 & email: d.chatterjee@eil.co.in or
Mr. Vivek Dixit, Dy. Manager (C&P), Contact No. 011-2676 3209 & email: vivek.dixit@eil.co.in

***Please specify Ref. No. (SM/A872-000-YE-MR-1500/1007) in all Correspondence.**

THIS IS NOT AN ORDER

Very truly yours,
For & On Behalf of BPCL

**AGM(C&P)
ENGINEERS INDIA LIMITED**

Enclosure: As per List Attached.

LIST OF ENCLOSURES

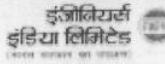
DOCUMENT

- A) Request For Quotation (RFQ)
- B) Annexure-I to RFQ- Short NIT
- C) Annexure-II to RFQ- Detailed NIT
- D) Other Commercial documents:
 - i) Price Schedule Format (For Indian Bidders)
 - ii) Price Schedule Format (For Foreign Bidders)
 - iii) Form-A (Format for Pre Bid Queries)
 - iv) Instructions To Bidders (ITB)
 - v) Terms and conditions for Indian sourced items
 - vi) Special Purchase Conditions (SPC)
 - vii) General Purchase Conditions (GPC)
 - viii) General Conditions of Contract (GCC)
 - ix) EMD Performa
 - x) Integrity Pact
 - xi) E-Tendering Methodology
- E) Technical document:
Material Requisition (MR) No. : **A872-000-YE-MR-1500 REV. B**

2/1/2017

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NOTICE INVITING TENDER (NIT) LPG IMPORT TERMINAL FACILITIES PROJECT AT HALDIA OF M/s BPCL (INTERNATIONAL COMPETITIVE BIDDING)		
Engineers India Limited (EIL), on behalf of Bharat Petroleum Corporation Limited invites E-bids from eligible bidders for the following works/items:		
Name of Work/Item DISTRIBUTED CONTROL SYSTEM BIDDING DOCUMENT NO : SM/A872-000-YE-MR-1500/1007	Bidding Document on Website From 02.02.2017 To 1200 HRS (IST) on 09.03.2017	Bid submission due date & time Up to 1200 Hrs. (IST) on 09.03.2017
Contact Person: DGM (C&P), Telephone No.: +91-11-26763504/3113, E-mail: s.mitra@eil.co.in, vikrant.kumar@eil.co.in. The Detailed NIT along with Qualification Criteria and Bidding Document can be viewed / downloaded from any of the given websites: www.bharatpetroleum.in & http://eprocure.gov.in/eprocure/app. Bidders are required to upload & submit their E-bid through the Central Public Procurement Portal: http://eprocure.gov.in/eprocure/app only. All amendments, time extension, clarifications, etc. will be uploaded in the websites only and will not be published in Newspapers. Bidders should regularly visit website to keep themselves updated. Dy. General Manager (C&P) Engineers India Limited, Delhi		
CA/2016-2017/228		



NOTICE INVITING BID (NIB)
FOR DISTRIBUTED CONTROL SYSTEM,
FOR
LPG IMPORT TERMINAL FACILITIES PROJECT AT HALDIA
OF M/s BPCL
(BIDDING DOCUMENT NO: SM/A872-000-YE-MR-1500/1007)
(INTERNATIONAL COMPETITIVE BIDDING)



E-Tendering

1.0 INTRODUCTION

- 1.1 Bharat Petroleum Corporation Ltd. is in the process of establishing a new LPG import terminal Project at Haldia, West Bengal. M/s Engineers India Limited (EIL) has been appointed as Project Management Consultant (PMC) for the project.
- 1.2 Engineers India Ltd. (EIL) on behalf of M/s Bharat Petroleum Corporation Limited, invites Bids under Single Stage Two Part Bid System for '**DISTRIBUTED CONTROL SYSTEM**' from eligible bidders with sound technical and commercial capabilities meeting the Bidder Qualification Criteria stated in Cl. 6.0.

2.0 BRIEF SCOPE OF WORK:

Bidder's scope of supply & work shall comprise of Project Management, Design, Engineering, Manufacture/Procurement, supply of related goods and providing all related services including factory acceptance testing, installation, integration, site acceptance testing, commissioning, etc. all complete including related civil works, cabling, Preparation of drawings & documents, etc. along with site support during warranty and post warranty maintenance of Distributed Control System of approx. 3400 analog and 1500 digital I/Os, along with SIL3 certified ESD Programmable Logic Controller of approx. 520 analog input and 2780 digital I/Os, SIL3 certified Gas Detection Programmable Logic Controller of approx. 300 analog input and 420 digital I/Os, serial communication from third party equipments, Terminal Automation System for 8 bay truck loading gantry, Tank Farm Management system for two nos. of Double walled storage tanks and 4 nos. of bullets, Telecom System comprising of EPABX system, CCTV based Security & Surveillance system for process area and perimeter, Access control system & VHF system and LPG Blending system along with static blender, analyzers (including analyzer shelter) along with all mechanical and instrument items.

For complete details, refer bid document.

3.0 DELIVERY / COMPLETION PERIOD:

12 (Twelve) Months from the date of Fax of Acceptance. The date of duly handing over, erected and commissioned of complete package shall be considered as date of delivery.

4.0 SALIENT FEATURES OF THE BIDDING DOCUMENT ARE AS FOLLOWS:

- | | | | |
|----|---|---|---|
| a) | Bidding Document No. | : | SM/A872-000-YE-MR-1500/1007 |
| b) | Bidding Document availability on Website. | : | 02.02.2017 to 1200 HRS (IST) 09.03.2017.

The detailed NIT along with Qualification Criteria and complete Bidding Document can be viewed and downloaded from Central Public Procurement Portal website: https://eprocure.gov.in/eprocure/app . Link of the same can be viewed from EIL's website: http://tenders.eil.co.in |
| c) | Last date for submission of pre-bid queries | : | 10.02.2017 |
| d) | Date of Pre-Bid Meeting | : | 1000 Hrs. (IST) on 13.02.2017 (#) at Engineers India Limited, Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi-110066. |
| e) | Last Date and time of submission of Bids | : | Up to 1200 Hrs. (IST) on 09.03.2017 |

f) E-Bid submission through E-tendering : Only E-bids uploaded in Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> are acceptable. Physical Bids and Bids submitted through any other mode are not acceptable.

g) EMD submission : Bidders are required to submit the EMD in original in the manner prescribed in the Bidding Document in sealed envelope titled **“Earnest Money Deposit for Bidding Document No. SM/A872-000-YE-MR-1500/1007”**. However, bidders are required to upload the scanned copy of EMD on E- Tendering website along with the e-bid.

Bids not accompanied with EMD shall be rejected. If the bidder is unable to submit EMD in original on the Bid Due Date & time, he should upload a scanned copy of the EMD while submitting the bid in e-tendering website, provided the original EMD (copy of which has been uploaded) is received within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the bidder.

h) Opening of Techno-commercial (Un priced) Bids : **1400 Hrs. (IST) on 10.03.2017**
(Bidders may witness Unprice bid opening through CPP Portal remotely from their places)

i) Cost of Bidding Document : Not Applicable.

j) Bid Security / Earnest Money Deposit (EMD)

For Foreign Bidder	For Indian Bidder
USD 73,483.00 (US Dollars Seventy Three Thousand Four Hundred Eighty Three Only) or EUR 68,529.00 (EURO Sixty Eight Thousand Five Hundred Twenty Nine only)	INR 50,00,000.00 (Indian Rupees Fifty Lakh only)

k) Opening of Priced Bids : After evaluation and short listing of Un-priced techno-commercial Bids.
(Bidders may witness Price bid opening through CPP Portal remotely from their places)

(#) If this date happens to be a declared holiday in EIL New Delhi, the next working day shall be considered. EIL Office working hours are from 08:30 Hours to 17:00 Hours, from Monday to Friday.

4.1 There shall not be any exemption of EMD for Public sector undertakings/ enterprises of Central Government.

4.2 The complete Bidding Document is available on EIL website: <http://tenders.eil.co.in/newtenders>, BPCL website: www.bharatpetroleum.in and Govt. Website: <http://eprocure.gov.in/eprocure/app> . Bidders can view / download the document from any one of the websites mentioned above.

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

Bids are to be submitted only on e-procurement module of the Central Public Procurement Portal (CPP) i.e. <http://eprocure.gov.in/eprocure/app>. Bidder to follow instructions as given in Annexure-I to ITB (E-Tendering Methodology) for registering on the CPP Portal and submitting their bids online on the CPP Portal. It may be noted that the price details are required to be filled & submitted only on the Schedule of Rates (SOR) format downloaded from Govt. e-procurement Portal, during the period the bidding document and its amendment (if any) is available on website.

Request for extension or any queries received from any bidder with less than four working days prior to bid due date shall generally be ignored, since there will not be adequate time for proper

communication with Client and other Bidders. Bidders shall submit the bid directly and in their own name without involving any intermediaries.

- 4.3 Bidder shall download the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable.

5.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- 5.1 Earnest Money Deposit (EMD) as mentioned above shall be submitted within the Bid Due Date. EMD shall be submitted in the form of crossed Demand Draft / Pay Order / Banker's Cheque payable at Noida or Bank Guarantee (as per Proforma provided in the GPC) or SBLC in favour of "Bharat Petroleum Corporation Limited". BG towards Earnest Money Deposit (EMD) shall be valid for a period of **8 (Eight) months** from the due date of opening of Techno-commercial Bids and shall be submitted from any Indian scheduled bank which includes Indian branch of foreign bank recognized as scheduled bank by RBI. Foreign Bidders may also submit BG from an international bank of repute having a branch in India or having correspondent banking relationship with an Indian scheduled bank, in which case the BG shall be countersigned by their Indian Branch or by any Scheduled Indian Bank.

Exemption of EMD will be applicable for Micro and Small Enterprises (MSEs) as per provision mentioned in para 5.4 below.

- 5.2 Bidders are required to submit the EMD (in the prescribed format) in original at the time of bid submission in sealed envelope and are required to upload the scanned copy of EMD on e-Tendering website along with e-Bid. EMD in original shall be submitted in a **sealed envelope titled "Earnest Money Deposit for Bidding Document No. SM/A872-000-YE-MR-1500/1007"**. Bidder must upload the scanned copy of EMD (in the prescribed format) on e-Tendering website along with the e-bid. Swift message/Cheque/Cash shall not be acceptable. In case bidder fails to upload scanned copy of EMD on e-tendering website by the bid due date & time, such bid shall not be considered for evaluation.

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

- 5.4 EMD exemption will be applicable for Micro and Small Enterprises (MSEs) registered with District Industries Centres (DIC) or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicraft and Handloom or MSEs having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises. On opening the un-priced bid, the certificate will be verified for registration. If the bidder meets this requirement, their bid will be processed further. If not, the bidder will be asked to submit EMD. In case the bidder does not submit the EMD within 07 calendar days of EIL intimation, then their bid shall be rejected. The certificate shall be valid as on date of opening of unpriced bid.

- 5.5 Documents to be submitted by MSEs along with un-priced bid :

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centres 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 having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- b) The above document submitted by the bidder shall be duly authenticated as per Clause No. 6.3.3 below.
- c) If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.

- 5.6 There will be no waiver of EMD for Public Sector Undertaking of Central/State Government Undertakings.

- 5.7 Details of beneficiary for issuance of bank guarantees/ Demand Draft / Pay Order / Banker's Cheque/ SBLC:

Beneficiary: BHARAT PETROLEUM CORPORATION LIMITED

Bank Details: Standard Chartered Bank,
Branch Name: Barakhamba Road
Narain Manzil, 23, Barakhamba Road

MICR No.: 110036002
Account no: 52205015073
IFSC code (For RTGS): SCBL0036020
IFSC code (For NEFT): SCBL0036020
BPCL Income Tax PAN Number: AAACB2902M

6.0 BIDDER'S QUALIFICATION CRITERIA (BQC):

Bidder shall fulfil the following qualification criteria in order to qualify for subject item:

6.1 EXPERIENCE CRITERIA (TECHNICAL)

- I. Bidder shall be a manufacturer of Distributed Control Systems and Programmable Logic Controllers.
OR
Bidder as an Indian counterpart of a foreign manufacturer (fully owned or majority share holding company of foreign manufacturer) of DCS having engineering, manufacturing and testing facilities is also acceptable.
- II. The Bidder shall have designed, engineered, assembled, tested, conducted factory acceptance testing of the system, supplied, carried out installation, site testing, commissioning, site acceptance of at least one Distributed Control System in last seven years, having at least 2000 non fieldbus I/Os and SIL3 certified Programmable Logic Controller having at least 1000 I/Os in Hydrocarbon industry like Refinery, Petrochemicals, Onshore Gas Processing and Fertilizer and have completed minimum 6 months of operation as on bid due date.
- III. The make and model of the offered Distributed Control System, Programmable Logic Controllers and all other requisite items shall be from existing regular manufacturing range of suppliers. The referenced model of the proposed items must have completed minimum 6 months of operation in Hydrocarbon industry like Refinery, Petrochemicals, Onshore Gas Processing and Fertilizer as on bid due date with number of I/Os as stated above.
- IV. Bidder shall have carried out above activities from India for at least one Distributed Control System with minimum 1000 I/Os. The system shall have completed a minimum of 6 months of operation in process application in Hydrocarbon industry like Refinery, Petrochemicals and Fertilizer. as on bid due date.

6.2 FINANCIAL CRITERIA

- 6.2.1 **The average Annual Financial Turnover** of the bidder in last 3 (three) financial years as per the audited annual financial results up to the due date for submission of bids should not be less than the value as mentioned below:

For Foreign Bidder		For Indian Bidder
USD 4,468,000.00 (US Dollars Four Million Four Hundred Sixty Eight Thousand Only)	or	EUR 4,167,000.00 (EURO Four Million One Hundred Sixty Seven Thousand only)
		INR 30,40,00,000.00 (Indian Rupees Thirty Crore Forty Lakh Only)

Turnover shall be calculated including Excise duty but excluding other income.

- 6.2.2 **The financial net worth** of the Bidder as per the latest audited annual report shall be **positive**.

Networth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off.

Reserves to be considered for the purpose of networth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

*Share Application Money pending allotment will be considered only in respect of share to be allotted.

Accordingly, the definition of Networth shall be as follows:

Paid up share capital	XXXX
Add : Share Application Money pending allotment	XXX
Add : Reserves (As defined Above)	XXXX
Less : Accumulated Losses	XX
Less : Deferred Revenue Expenditure to the extent not written off	XX
Networth	XXXX

6.2.3 **Working Capital** of the Bidder as per the immediate preceding year's audited annual financial results should not be less than the value as mentioned below:

For Foreign Bidder		For Indian Bidder
USD 559,000.00 (US Dollar Five Hundred Fifty Nine Thousand Only)	or	EUR 521,000.00 (EURO Five Hundred Twenty One Thousand only)
		INR 3,80,00,000.00 (Indian Rupees Three Crore Eighty Lakh Only)

Working Capital shall be calculated as Current Assets minus (-) Current Liabilities.

Notes:-

- a. In case the last financial year closing date is within 9 months of bid due date and audited annual report of immediate preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.

Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

- b. In case a bidder (a Parent Company) is having wholly owned subsidiaries but only a single consolidated annual report is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the bidder certifying that separate annual report of bidder (without the financial data of subsidiaries) is not prepared and audited.

Further, in case a bidder is a subsidiary company and separate annual report of the bidder is not prepared & audited, but only a consolidated annual report of the Parent Company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the parent company certifying that separate annual report of bidder is not prepared and audited.

- c. In case of Foreign Bidders, if Audited Financial Report is in currency other than US Dollars/Euro, the respective/desired figure for calculation of above details shall be converted into equivalent US Dollars/Euro considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the conversion rate of USD/ Euro as on last date of Bidder's financial year shall be considered based on RBI reference Rates.

6.3 DOCUMENTS & DATA REQUIRED WITH BID:

6.3.1 For Experience Criteria (Technical):

Bidder shall submit filled in Proven track record format (provide in MR) along with all necessary documents as required to amply prove that bidder and the offered Distributed Control System meets the Bid Qualification Criteria (BQC) for technical acceptance.

6.3.2 For Financial Criteria:

- 6.3.2.1 Bidder shall furnish documentary evidence in the form of complete audited annual financial statements along with auditor's report of the preceding 3 (Three) financial years, along with the Bid to establish Bidder's conformance to Financial Criteria mentioned in Cl. 6.2 above.

- 6.3.3 All documents furnished by the bidder in support of meeting the experience and financial criteria (6.1 & 6.2 above) of BQC shall be submitted in a separate section/booklet along with their offer. This section/booklet shall be titled as **"Documentation against Bidder Qualification Criteria**

{Experience & Financial}” with proper index and page numbering. Refer Instructions to Bidders (ITB) for details.

- 6.3.4 All documents furnished by the bidder in support of meeting the Experience and Financial criteria of BQC shall be:

Either

- i. Duly certified by Statutory Auditors of the bidder or practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

Or

- ii. Duly notarized by any notary public in the bidder's country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/ High Commission in Bidder's country.

Or

- iii. Duly certified by reputed Third Party Inspection Agencies (BV/ DNV/TUV/CEIL/LRS/IRS/MECON/ RITES/Moody)

Or

- iv. Self-certified documents in original from any one out of CEO or CFO or Company Secretary of the bidder (Public Limited Company only) along with Self-Certification as per Annexure-I of NIT. *{This option shall not be applicable to Proprietorship/ Partnership/ Pvt. Ltd. firms}*

- 6.3.5 With regards to financial documents, in case Bidder submits bound original printed booklet of complete published and audited annual financial statements including balance sheet, profit & loss accounts and all other schedules for the preceding three financial years, the same shall be considered without authentication.

However, in case the bidder submits either a photo copy of complete audited financial statement or a translated copy of the published financial statements, the same shall be authenticated, in original as per 6.3.4 above.

- 6.3.6 In case of foreign bidder, if any of documents submitted in support of meeting BQC, is not in English language, then the English translation copy of the same shall be furnished duly certified, stamped and signed by Local Chamber of Commerce along with the copy of original version with the unpriced bid. This requirement of certification of English translation by Local Chamber of Commerce is additional to the requirement of authentication stipulated in 6.3.4 above.

- 6.3.7 Any additional documents if deemed necessary to establish the qualifying requirements may be submitted by the Bidder.

- 6.3.8 Submission of authenticated documents is the prime responsibility of the Bidder.

- 6.3.9 BPCL/EIL reserves the right of getting the document cross verified, at their discretion from the document issuing authority.

- 6.3.10 BPCL/EIL reserves the right to disqualify any bidder during the tendering process by evaluating their current financial condition and performance in jobs under executing by them as per available in-house data/ information.

- 6.3.11 **Failure to meet the above Qualification Criteria will render the Bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself along with their bids, in support of their fulfilling the Qualification Criteria as given above.**

- 6.3.12 For details regarding submission of bids, refer Instructions to Bidder (ITB).

7.0 PRE-BID CONFERENCE / MEETING

- 7.1 Bidders are requested to attend a pre-bid meeting at Engineers India Limited, Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi-110066, India.

- 7.2 Bidders are requested to submit Pre-bid queries through e-mail in the format prescribed in Bidding Document to reach EIL on or before date indicated in Bidding Document.

- 7.3 BPCL/EIL reserves the right not to entertain pre-bid queries received after last date of submission of pre bid queries as mentioned in the Bidding Document.

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

8.0 SUBMISSION OF BIDS & VALIDITY

- 8.1 Bids are required to be submitted only through CPP Portal (URL: <http://eprocure.gov.in/cppp/app>) using valid digital signature Certificates. Bidders are required to register themselves on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/cppp/app>). No registration fee would be charged from the bidders. Detailed Instructions in this regard are provided as Annexure-I to Instructions to Bidder (ITB) section of the Bidding Document.
- 8.2 Bidders in their own interest are requested to register on the CPP Portal and upload/submit their bid well in time. Bidder will be responsible for any delay due to other issues.
- 8.3 Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering. Bids sent through Fax/E-mail/Courier/Computer floppy/CD/Pen Drive shall not be accepted.
- 8.4 Bidder to refer E-tendering Methodology provided as Annexure-I to Instructions to Bidders (ITB) in the bidding document. Bidders are requested to get acquainted with the E-Tendering System in advance and obtain/seek clarifications, if any from EIL and / or the CPP Portal Help Desk (Contact No. . +91-120-4200462, +91-120-4001002, +91-8826246593, 1800-3070-2232 or Mobile Nos. +91-7878007972/+91-7878007973).
- 8.5 Validity of bid shall be **6 (Six)** months from the final due date of opening of Techno-commercial (Un-priced) Bids.
- 8.6 **Earnest Money Deposit & MSE certificate** required to be submitted in original shall be submitted in sealed envelopes to the below mentioned address within 07 calendar days from the date of opening of unpriced bids. Scanned copy of the same to be uploaded on e-procurement Portal:
Kind Attention: Ms. Sunita Mitra-DGM (C&P),
 1st Floor, Engineers India Bhawan,
 1, Bhikaiji Cama Place,
 New Delhi-110066, India
- 8.7 All documents furnished by the bidder in support of meeting the technical and financial criteria (6.1 and 6.2 above) of BQC as per NIT including Integrity Pact & Power of Attorney shall be Digitally Signed authenticated copies and submitted in e-tendering website along with their offer. In such case, bidders shall not be required to submit the original authenticated documents including Power of Attorney & Integrity pact in physical form to EIL.
 In case of submission of digitally signed authenticated copies of documents for meeting BQC, bidder shall not be required to submit the original authenticated documents in physical form in EIL subject to confirmation by bidder on Annexure-II attached with NIT.
 In case bidder is not able to submit the authenticated documents through e-tendering website as per the requirement of bidding document, bidder shall submit the authenticated copies of documents in original hard copy for meeting BQC, as above in a separate section/ booklet within 07 (Seven) calendar days of unpriced-bid opening. This section/booklet shall be titled as "Documentation against Bidder Qualification Criteria (Commercial & Financial)" for bidding document no. **SM/A872-000-YE-MR-1500/1007** with proper index and page numbering.
- 9.0 GENERAL**
- 9.1 BPCL/EIL reserves the right to carry out capacity & capability assessment of the bidder using in-house information and past performance.
- 9.2 If the bidder / bidder's proposed subcontractor are on Holiday/Negative list of OWNER or EIL or MOP & NG or other Oil PSE on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidder(s) shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/ downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award.
- 9.3 BPCL/EIL will not be responsible or liable for cost incurred in preparation & submission of bids, regardless of the conduct or outcome of the bidding process.
- 9.4 In case any Bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.
- 9.5 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 9.6 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.
- 9.7 Bidder shall not be under liquidation, court receivership or similar proceeding.
- 9.8 Bids on Consortium or unincorporated Joint-Venture basis shall not be accepted.
- 9.9 Integrity Pact, duly signed & stamped on each page, shall be submitted with Techno-commercial bid, failing which the bid shall not be considered for further evaluation.
- 9.10 For detailed specifications, terms and conditions and other details, refer complete Bidding Document.

- 9.11 Techno-commercial part of the Bids shall be opened at 1400 Hrs. (IST) as mentioned in this NIB. Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.
- 9.12 Bidders may view the Bid opening statement through CPP Portal at <http://eprocure.gov.in/cpppp/app> after conclusion of Unpriced Bid Opening by Owner /EIL or may witness the bid opening in EIL Office, Delhi.
- 9.13 Evaluation and ordering shall be done on bottom-line basis as per the provisions of the RFQ Document.
- 9.14 Bids received after stipulated bid due date and time i.e. late bids due to any reasons whatsoever will not be considered.
- 9.15 OWNER/EIL reserves the right to reject any or all the bids received or annul the bidding process at any time without assigning any reason whatsoever
- 9.16 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.
- 9.17 Subject to meeting terms and conditions stated in the tender document including but not limiting to pre-qualification criteria in present tender, as the tendered quantity cannot be split due to nature of job. MSE shall be allowed for supply and installation of total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15%, then L1 MSE will be offered first and if matches the L1 price, MSE shall be allowed for supply and installation of total tendered quantity. If L1 MSE does not matches L1 price, other MSES falling in range of L1+15% band will be offered in order of L2 MSE, L3 MSE etc. until they match L1 price. No separate preference will be given to MSE owned by Scheduled Caste & Scheduled Tribe entrepreneurs over MSE owned by general person as quantity cannot be split in this tender.
- 9.18 Clarifications if any, can be obtained (on working days, between 09:00 hrs to 16:00 hrs) through: Telephone Nos.: +91-11-2676 3504 / 3113/ 3209 and/or E-mail: sunita.mitra@eil.co.in, d.chatterjee@eil.co.in, vivek.dixit@eil.co.in

Queries / Clarifications relating to the CPP Portal / online bid submission process can be obtained from the 24 X 7 CPP Portal helpdesk at Contact No. +91-120-4200462, +91-120-4001002, +91-8826246593, 1800-3070-2232 or Mobile Nos. +91-7878007972/ +91-7878007973 and E-mail: support.nic@eil.co.in

Dy. General Manager(C&P)
Engineers India Limited, Delhi

SELF-CERTIFICATION

I, _____ S/o/D/o of _____, working as
CEO/CFO/Company Secretary (indicate, as applicable) of the Company
_____ having its registered office at
_____ certify that all the details
including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer
reference _____ against your Enquiry document
_____, are true, authentic, genuine and exact copy of its
original.

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

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

DECLARATION

I, _____ S/o/D/o of _____, working as
CEO/CFO/Company Secretary (indicate, as applicable) of the Company
_____ having its registered office at
_____ with reference to our bid
_____ against your Enquiry document
_____, declare that in case, at a later date, any of the document
submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held
responsible for the same and EIL/Owner has every right to take action against me and my company,
as deemed fit as per provisions of the bidding documents including EIL/Owner's right to put our
company on Holiday/Black list for future business with EIL/Owner.

Specimen Signature of authorized representative

Signature

Name & Designation (CEO or CFO or Company Secretary)

ANNEXURE-II

COMPLIANCE TO AUTHENTICATION REQUIREMENT

We hereby confirm that all authenticated documents submitted for meeting the BQC are certified as per the authentication requirement defined in the bidding document.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

**Price Schedule Format
(For Indian Bidder)**

PRICE SCHEDULE FOR INDIAN BIDDERS**Preamble**

1. The quoted total lumpsum price for DISTRIBUTED CONTROL SYSTEM under Price Schedule 1-A shall be deemed to include the Bidders entire scope of supplies and services / Works and all obligations / responsibilities including his guarantee / warranty obligations as specified in the Enquiry Document, irrespective of whether the same are specifically covered in the 'Description' under above Price Schedule format or not.
2. Indian Bidder shall furnish built-in CIF value of import content, if any, item details of import content alongwith customs tariff / classification no. with rates of imports duty considered and included in their quoted lumpsum supply prices, in the enclosed Format - CIF/CD.
3. Bidder's quoted prices shall be deemed to be inclusive of all applicable taxes, duties, levies, etc. (including imports duty on built-in import content and imported materials directly dispatched to site , if any) and Insurance.
4. The quoted prices shall be inclusive of system design, detail engineering, integration, Back-up charges from collaborator, if any, and submission of all documentation / drawings requirements as specified in the Enquiry Document.
5. The quoted prices shall be inclusive of all inspection and testing requirements as specified in the enclosed MR.
6. The Goods and Services sourced within India shall be subject to stagewise and final inspection by Owner/EIL for which no extra charges shall be payable by Owner. Travel, transportation, living and personal expenses by Owner/EIL's Inspectors shall be borne by the Owner. Inspection by Owner/EIL will be over and above Bidder's own inspection.
7. Complete contents of the above Price Schedule, except for pricing figures (alongwith required enclosures related to price break-up / lists, etc.) shall be made available with the unpriced bids. In the unpriced bid (without pricing figures), Bidder must indicate "Quoted" (for quoted) against each item and column, as applicable.
8. Prices for supply of finished goods/materials/equipments shall be quoted against Sl. No. 1.1 of Price Schedule 1-A.
9. For details on price basis, taxes, duties, levies, etc. the terms specified above shall also be referred to. The quoted prices, however, shall be based on all terms and conditions covered in the Enquiry Document.

NOTE: Bidder to sign & stamp this preamble and furnish the same with the unpriced bid

(Signature of Bidder)

(Name & Stamp of Bidder)

FORMAT 1-A**PRICE SCHEDULE FOR INDIAN BIDDERS**

Name of Bidder : M/s.

Sl. No.	Description	(Lumpsum Price in Indian Rupees for Indian Materials /Services)		(Lumpsum Price in Foreign Currency (Indicate Currency)) for Imported Materials/Services)	
(1)	(2)	(3)		(4)	
1.0	SUPPLIES	(In Figures)	(In Words)	(In Figures)	(In Words)
1.1	Price for supply of finished goods/materials/components for following items of MR A872-000-YE-MR-1500 in all respect. (Price inclusive of all applicable taxes, duties, levies, etc. and insurance, ocean freight & marine insurance for imported items as per terms and conditions of Enquiry Document):				
1.1.1	Complete DCS System, Tag No. 01-DCS-01, Qty-01 LOT as per MR				
1.1.2	Complete Terminal Automation System (TAS), Tag No. 02-TAS-01, Qty-01 LOT as per MR				
1.1.3	Complete TFMS System, Tag No. 03-TFMS-01, Qty-01 LOT as per MR				
1.1.4	Complete Telecom System, Tag No. 04-TELECOM-01, Qty-01 LOT as per MR.				
1.1.5	Complete Blending System, Tag No. 05-BLENDING-01, Qty-01 LOT as per MR				
1.1.6	AAQMS with Analyser, Local Data Logger (DAS), Printer, Shelter, Tag No. 07-AAQMS-01, Qty-01 LOT as per MR				
2.0	TRANSPORTATION CHARGES				
2.1	Total transportation charges for above items. (Price excluding of service tax, Krishi Kalyan cess and Swatchh Baharat Cess as per terms and conditions of Enquiry Document)				
3.0	SITEWORK				
3.1	Installation, integration, documentation, termination, earthing of panels, etc, storage at site including unloading of all equipments at site, site acceptance testing, trial run & commissioning, handing over to Client for DCS System, TAS, TFMS, Telecom system, AAQMS and Blending system as per MR (Price inclusive of all applicable taxes, duties, levies, etc. and all insurance				

	excluding of service tax, krishi kalyan cess and swachh bharat cess as per terms and conditions of Enquiry Document)				
4.0	TOTAL LUMP SUM PRICE FOR COMPLETE DCS PACKAGE ON TURNKEY BASIS (1.0 to 3.0) (inclusive of all applicable taxes, duties, levies, etc. and all insurance charges and as per terms and conditions of Enquiry Document)				
5.0	Training Chares as per MR requirement (excluding service tax, krishi kalyan cess and swachh bharat cess)				
6.0	Supply of List of recommended spares for 2 years normal Operation & Maintenance along with the unit rates as per Job Specification provided with MR (Bidder to provide list) (not part of base price)	SHALL BE QUOTED IN A SEPARATE ANNEXURE AS PER THE FORMAT "SP-I" ENCLOSED HEREWITH			
7.0	Unit Rates of items for addition/deletion purpose,as per document A872-000-YE-SP-1500	SHALL BE QUOTED IN A SEPARATE ANNEXURE AS PER THE FORMAT "UT-I" ENCLOSED HEREWITH			
8.0	POST WARRANTY ANNUAL MAINTENANCE CONTRACT for all systems upto 5 years after completion of warranty period, with year wise break up as per requirements specified in the bid document. (Post Warranty Annual Maintenance Contract shall be considered for evaluation but ordering for the same will be separate from the main system order)	SHALL BE QUOTED IN A SEPARATE ANNEXURE AS PER THE FORMAT "AMC-I" ENCLOSED HEREWITH			

Notes:

1. Details of Taxes and Duties included have been furnished in the enclosed format 1-B.
2. Evaluation shall be done on bottomline basis considering supply + site work + training + AMC charges.

(Signature of Bidder)

(Name & Stamp of Bidder)

FORMAT-SP-I					
PRICE SCHEDULE FOR 2 YEARS OPERATION & MAINTENANCE SPARES (FOR INDIAN BIDDERS)					
NAME OF BIDDER:					
S. NO.	Description of spare parts	Qty	Unit Price on FOT Despatch Point Basis (INR)	Total Price on FOT Despatch Point Basis (INR)	Freight Charges upto Project site excluding Service Tax (In % of quoted FOT Despatch Point Price for Spares)

(Signature of Bidder)

(Name & Stamp of Bidder)

PRICE SCHEDULE FOR INDIAN BIDDERS					FORMAT-UT-I
Unit Rates of items					
NAME OF BIDDER :					
OFFER REFERENCE NO.:					
Sr. No. as per MR	Item Code / Tag No. as per MR	Description	Qty	UOM	Unit Price (in Rs.)
	Unit Rates of items for addition/deletion purpose, as per document A872-000-YE-SP-1500.				

(Signature of Bidder)

(Name & Stamp of Bidder)

FORMAT- CID/CD										
NAME OF BIDDER: M/S										
DETAILS OF BUILT-IN-CIF VALUE OF IMPORT CONTENT, ITEM DETAILS OF IMPORT CONTENT AND MERIT RATES OF IMPORTS DUTY CONSIDERED AND INCLUDED IN QUOTED FOT DESPATCH POINT PRICES UNDER PRICE SCHEDULE										
For Item Sl . No. as per MR	DESCRIPTION		CIF value of Import Content included in quoted supply prices for column (2) Qty. (In Rs)		MERIT RATE OF CUSTOM DUTY INCLUDED IN QUOTED SUPPLY PRICES					
	Description of Imported items	Qty. (Unit____) *(1)			CUSTOM TARIFF NO.	BASIC CUSTOMS DUTY (%) (MERIT RATE)	CVD (%)	EDU. CESS ON CUSTOM DUTY (%)	SAD (%)	TOTAL CUSTOM DUTY (%)
TOTAL CIF VALUE										
NOTE: *(1) Unit to be specified by the Bidder.										

(Signature of Bidder)

(Name & Stamp of Bidder)

NAME OF BIDDERS :**Format AMC-I****ANNUAL MAINTENANCE CONTRACT (AMC)- For Indian Bidders****(TERMS & CONDITIONS)**

- a. Bidder to quote for the Post Warranty Annual Maintenance Contract as per scope defined in Material Requisition for a period of three (05) years and furnish the year wise Break-up as per the Price Schedule.
- b. The AMC Charges quoted in Price Schedule Format shall be inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance, all Taxes & Duties and all other incidental charges etc. but excluding Service tax, Swachh Bharat Cess & Krishi Kalyan Cess which shall be payable extra at actual on Submission of Invoice as per Service tax rules. Owner will not have any liability, whatsoever, over and above the quoted prices.
- c. The payment terms for the AMC shall be on quarterly basis after completion of the each quarter against submission of RA Bills duly certified by the Engineer-in-charge.
- d. Owner reserve the right to place separate order for AMC before the expiry of contractual Warranty Period or Date of Commissioning, whichever is later. Accordingly, the prices shall remain valid upto contractual Warranty Period or Date of Commissioning, whichever is later. On placement of order, AMC prices will remain firm & fixed for the complete execution of AMC contract.
- e. Within 2 weeks of placement of Order for AMC, Seller shall submit CPBG for 5% of the Maximum annually AMC amount which shall be valid for the entire AMC period plus 2 months claim period.
- f. Preventive maintenance and Breakdown/On call During AMC: Refer MR for complete Scope. The quoted lumpsum rate shall include providing all manpower, machineries and materials required to carry out the work as per scope of work of AMC defined in the MR

S. No.	Description :	
8.00	AMC after completion of Guarantee/ warranty period	All inclusive Lump sum Charges (INR)
8.01	1st Year	
8.02	2nd Year	
8.03	3rd Year	
8.04	4th Year	
8.05	5th Year	

Prevailing Rate of Service tax @ _____%

Prevailing Rate of Swachh Bharat Cess @ _____%

Prevailing Rate of Krishi Kalyan Cess @ _____%

(Signature of Bidder)

(Name & Stamp of Bidder)

FORMAT 1-B**PRICE SCHEDULE FOR INDIAN BIDDERS****DETAILS OF TAXES & DUTIES INCLUDED IN QUOTED TOTAL LUMP SUM PRICE**

Name of Bidder : M/s.

SL. NO.	DESCRIPTION	AMOUNT ON WHICH TAX/ DUTY IS APPLICABLE (in Rupees)	APPLICABLE RATE OF TAX/ DUTY (in Percentage)	AMOUNT OF TAX / DUTY (in Rupees)	CENVATABLE / VATABLE PORTION OF TAX/DUTY ELIGIBLE FOR INPUT TAX CREDIT AND INCLUDED IN (C) (in Rupees)
		(A)	(B)	(C) = (A) X (B)	(D)
1	Excise Duty included in LS Price				
2	CST without Form 'C' on Supplies included in LS Price				
3	VAT on Supplies included in LS Price				
4	Service Tax excluded in LS Price of TRANSPORTATION CHARGES				
5	Swachh Bharat Cess excluded in LS Price of TRANSPORTATION CHARGES				
6	Krishi Kalyan Cess excluded in LS Price of TRANSPORTATION CHARGES				
7	Service Tax excluded in LS Price of site work				
8	Swachh Bharat Cess excluded in LS Price of site work				
9	Krishi Kalyan Cess excluded in LS Price of site work				
10	Basic Custom Duty (in case of Imported items) included in LS Price				

11	Customs Educational Cess and Customs Secondary & Higher Education Cess <u>included</u> in LS Price				
12	CVD <u>included</u> in LS Price				
13	SAD/AID <u>included</u> in LS Price				
14	Entry Tax <u>included</u> in LS Price				

NOTES:

- 1 No Cenvat credit is available to owner.
- 2 The Service Tax amount indicated by the Bidder in this Form shall include both, namely, (i) the amount of Service Tax payable by the bidder and reimbursable by Owner (ii) the amount of Service Tax, if any, directly payable by Owner, as applicable to recipient of service, as per the reverse charge rule of Service Tax.
- 3 The Service Tax, if any, to be payable by the Owner under reverse charge rule shall not be reimbursed to the Contractor but shall be directly submitted to the Service Tax Authorities by Owner. If the same has already been reimbursed / paid to the Contractor for whatsoever reason, the said amount, as submitted by the Owner to Service Tax Authorities, shall be deducted / recovered / adjusted from the payment due to the Contractor.
- 4 In case a bidder considers more than one rate of any particular Tax/ Duty then the details above shall be furnished for each rate of such Tax/Duty.
- 5 Details of Customs Duty shall be furnished in respect of imported materials/equipment directly dispatched to site after customs clearance.

(STAMP & SIGNATURE OF BIDDER)

**Price Schedule Format
(For Foreign Bidder)**

PRICE SCHEDULE FOR FOREIGN BIDDERS**Preamble**

1. The quoted total lumpsum price for DISTRIBUTED CONTROL SYSTEM under Price Schedule 1-A shall be deemed to include the Bidders entire scope of supplies and services / Works and all obligations / responsibilities including his guarantee / warranty obligations as specified in the Enquiry Document, irrespective of whether the same are specifically covered in the 'Description' under above Price Schedule format or not.
2. **Bidder's quoted prices shall be deemed to be inclusive of all applicable taxes, duties, levies, etc. (including imports duty on imported materials directly dispatched to site , if any) and Insurance.**
3. The quoted prices shall be inclusive of system design, detail engineering, integration, Back-up charges from collaborator, if any, and submission of all documentation / drawings requirements as specified in the Enquiry Document.
4. The quoted prices shall be inclusive of all inspection and testing requirements as specified in the enclosed MR.
5. The Goods and Services sourced within India shall be subject to stagewise and final inspection by Owner/EIL for which no extra charges shall be payable by Owner. Travel, transportation, living and personal expenses by Owner/EIL's Inspectors shall be borne by the Owner. Inspection by Owner/EIL will be over and above Bidder's own inspection.
6. Complete contents of the above Price Schedule, except for pricing figures (alongwith required enclosures related to price break-up / lists, etc.) shall be made available with the unpriced bids. In the unpriced bid (without pricing figures), Bidder must indicate "Quoted" (for quoted) against each item and column, as applicable.
7. For details on price basis, taxes, duties, levies, etc. the terms specified above shall also be referred to. The quoted prices, however, shall be based on all terms and conditions covered in the Enquiry Document.

NOTE: Bidder to sign & stamp this preamble and furnish the same with the unpriced bid

(Signature of Bidder)

(Name & Stamp of Bidder)

FORMAT 1-A**PRICE SCHEDULE FOR FOREIGN BIDDERS**

Name of Bidder : M/s.

Sl. No.	Description	(Lumpsum Price in Indian Rupees for Indian Materials /Services)		(Lumpsum Price in Foreign Currency (Indicate Currency)) for Imported Materials/Services)	
(1)	(2)	(3)		(4)	
1.0	SUPPLIES	(In Figures)	(In Words)	(In Figures)	(In Words)
1.1	Price for supply of finished goods/materials/components for following items of MR A872-000-YE-MR-1500 in all respect. (Price inclusive of all applicable taxes, duties, levies, etc. and marine insurance & ocean freight for imported items as per terms and conditions of Enquiry Document):				
1.1.1	Complete DCS System, Tag No. 01-DCS-01, Qty-01 LOT as per MR				
1.1.2	Complete Terminal Automation System (TAS), Tag No. 02-TAS-01, Qty-01 LOT as per MR				
1.1.3	Complete TFMS System, Tag No. 03-TFMS-01, Qty-01 LOT as per MR				
1.1.4	Complete Telecom System, Tag No. 04-TELECOM-01, Qty-01 LOT as per MR.				
1.1.5	Complete Blending System, Tag No. 05-BLENDING-01, Qty-01 LOT as per MR				
1.1.6	AAQMS with Analyser, Local Data Logger (DAS), Printer, Shelter, Tag No. 07-AAQMS-01, Qty-01 LOT as per MR				
2.0	PORT & CUSTOM CLEARANCE, TRANSPORTATION CHARGES AND IMPORT DUTIES				
2.1	All charges at Indian port of entry including Port and customs clearance charges, customs duty, handling, forwarding charges etc. and inland (within India) transportation charges by road of all supplies from Indian port of entry / Bidder's/ sub-Vendor's works in India upto project site and transit Insurance for above items. (Price inclusive of all applicable taxes, duties, levies, etc. excluding of service tax, Krishi Kalyan cess and Swatchh Bharat Cess as per terms and conditions of Enquiry Document)				

3.0	SITEWORK				
3.1	Installation, integration, documentation, termination, earthing of panels, etc, storage at site including unloading of all equipments at site, site acceptance testing, trial run & commissioning, handing over to Client for DCS System, TAS, TFMS, Telecom system, AAQMS and Blending system as per MR (Price inclusive of all applicable taxes, duties, levies, etc. and all insurance excluding of service tax, krishi kalyan cess and swachh bharat cess as per terms and conditions of Enquiry Document)				
4.0	TOTAL LUMP SUM PRICE FOR COMPLETE DCS PACKAGE ON TURNKEY BASIS (1.0 to 3.0) (inclusive of all applicable taxes, duties, levies, etc. and all insurance charges and as per terms and conditions of Enquiry Document)				
5.0	Training Chares as per MR requirement (excluding service tax, krishi kalyan cess and swachh bharat cess)				
6.0	Supply of List of recommended spares for 2 years normal Operation & Maintenance along with the unit rates as per Job Specification provided with MR (Bidder to provide list) (not part of base price)	SHALL BE QUOTED IN A SEPARATE ANNEXURE AS PER THE FORMAT "SP-F" ENCLOSED HEREWITH			
7.0	Unit Rates of items for addition/deletion purpose, as per document A872-000-YE-SP-1500	SHALL BE QUOTED IN A SEPARATE ANNEXURE AS PER THE FORMAT "UT-F" ENCLOSED HEREWITH			
8.0	POST WARRANTY ANNUAL MAINTENANCE CONTRACT for all systems upto 5 years after completion of warranty period, with year wise break up as per requirements specified in the bid document. (Post Warranty Annual Maintenance Contract shall be considered for evaluation but ordering for the same will be separate from the main system order)	SHALL BE QUOTED IN A SEPARATE ANNEXURE AS PER THE FORMAT "AMC-F" ENCLOSED HEREWITH			

Notes:

- Details of Taxes and Duties included have been furnished in the enclosed format 1-B.
- Evaluation shall be done on bottomline basis considering supply + site work + training + AMC charges

(Signature of Bidder)

(Name & Stamp of Bidder)

FORMAT-SP-F					
PRICE SCHEDULE FOR 2 YEARS OPERATION & MAINTENANCE SPARES (FOR INDIAN BIDDERS)					
NAME OF BIDDER:					
S. NO.	Description of spare parts	Qty	Unit FOB Sea Port of Exit Basis (Currency-----)	Total FOB Sea Port Of Exit Basis (Currency-----)	Ocean Freight Charges from FOB International Seaport of exit to Haldia /Kolkata) (In % of quoted FOB Price for Spares)

(Signature of Bidder)

(Name & Stamp of Bidder)

PRICE SCHEDULE FOR INDIAN BIDDERS					FORMAT-UT-F
Unit Rates of items					
NAME OF BIDDER :					
OFFER REFERENCE NO.:					
Sr. No. as per MR	Item Code / Tag No. as per MR	Description	Qty	UOM	Unit Price (Currency_____)
	Unit Rates of items for addition/deletion purpose, as per document A872-000-YE-SP-1500.				

(Signature of Bidder)

(Name & Stamp of Bidder)

Format AMC-F**NAME OF BIDDER****ANNUAL MAINTENANCE CONTRACT (AMC)- For Foreign Bidder****(TERMS & CONDITIONS)**

- a. Bidder to quote for the Post Warranty Annual Maintenance Contract as per scope defined in Material Requisition for a period of three (05) years and furnish the year wise Break-up as per the Price Schedule.
- b. The AMC Charges quoted in Price Schedule Format shall be inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance, all Taxes & Duties and all other incidental charges etc. but excluding Service tax, Swachh Bharat Cess & Krishi Kalyan Cess. Owner will not have any liability, whatsoever, over and above the quoted prices.
- c. The payment terms for the AMC shall be on quarterly basis after completion of the each quarter against submission of RA Bills duly certified by the Engineer-in-charge.
- d. Owner reserve the right to place separate order for AMC before the expiry of contractual Warranty Period or Date of Commissioning, whichever is later. Accordingly, the prices shall remain firm upto contractual Warranty Period or Date of Commissioning, whichever is later. On placement of order, AMC prices will remain valid & fixed for the complete execution of AMC contract.
- e. Within 2 weeks of placement of Order for AMC, Seller shall submit CPBG for 5% of the Maximum annually AMC amount which shall be valid for the entire AMC period plus 3 months claim period.
- f. Preventive maintenance and Breakdown/On call During AMC: Refer MR for complete Scope. The quoted lumpsum rate shall include providing all manpower, machineries and materials required to carry out the work as per scope of work of AMC defined in the MR
- g. The Foreign Bidder has the option to quote prices either gross of Indian income tax or net of Indian income tax and bidder shall furnish all requisite information stipulated elsewhere in the SPC. Applicable rate of withholding tax shall be indicated in the offer wherever a Bidder opts to quote price gross of Indian income tax. In case the Foreign Bidder does not include Indian Income Tax in his prices and Indian Income Tax / withholding tax as applicable is borne & paid by BPCL, the income tax liability shall be added to the Bidder's price for evaluation.

S. No.	Description :	
8.00	AMC after completion of Guarantee/ warranty period	All inclusive Lump sum Charges (.....Currency)
8.01	1st Year	
8.02	2nd Year	
8.03	3rd Year	
8.04	4th Year	
8.05	5th Year	

FORMAT 1-B**PRICE SCHEDULE FOR FOREIGN BIDDERS****DETAILS OF TAXES & DUTIES INCLUDED IN QUOTED TOTAL LUMP SUM PRICE**

Name of Bidder : M/s.

SL. NO.	DESCRIPTION	AMOUNT ON WHICH TAX/ DUTY IS APPLICABLE (in Rupees)	APPLICABLE RATE OF TAX/ DUTY (in Percentage)	AMOUNT OF TAX / DUTY (in Rupees)	CENVATABLE / VATABLE PORTION OF TAX/DUTY ELIGIBLE FOR INPUT TAX CREDIT AND INCLUDED IN (C) (in Rupees)
		(A)	(B)	(C) = (A) X (B)	(D)
1	Excise Duty included in LS Price				
2	CST without Form 'C' on Supplies included in LS Price				
3	VAT on Supplies included in LS Price				
4	Service Tax excluded in LS Price of PORT & CUSTOM CLEARANCE, TRANSPORTATION CHARGES AND IMPORT DUTIES				
5	Swachh Bharat Cess excluded in LS Price of PORT & CUSTOM CLEARANCE, TRANSPORTATION CHARGES AND IMPORT DUTIES				
6	Krishi Kalyan Cess excluded in LS Price of PORT & CUSTOM CLEARANCE, TRANSPORTATION CHARGES AND IMPORT DUTIES				
7	Service Tax excluded in LS Price of site work				
8	Swachh Bharat Cess excluded in LS Price of site work				
9	Krishi Kalyan Cess excluded in LS Price of site work				

10	Basic Custom Duty <u>included</u> in LS Price				
11	Customs Educational Cess and Customs Secondary & Higher Education Cess <u>included</u> in LS Price				
12	CVD <u>included</u> in LS Price				
13	SAD/AID <u>included</u> in LS Price				
14	Entry Tax <u>included</u> in LS Price				

NOTES:

- 1 No Cenvat credit is available to owner.
- 2 The Service Tax amount indicated by the Bidder in this Form shall include both, namely, (i) the amount of Service Tax payable by the bidder and reimbursable by Owner (ii) the amount of Service Tax, if any, directly payable by Owner, as applicable to recipient of service, as per the reverse charge rule of Service Tax.
- 3 The Service Tax, if any, to be payable by the Owner under reverse charge rule shall not be reimbursed to the Contractor but shall be directly submitted to the Service Tax Authorities by Owner. If the same has already been reimbursed / paid to the Contractor for whatsoever reason, the said amount, as submitted by the Owner to Service Tax Authorities, shall be deducted / recovered / adjusted from the payment due to the Contractor.
- 4 In case a bidder considers more than one rate of any particular Tax/ Duty then the details above shall be furnished for each rate of such Tax/Duty.
- 5 Details of Customs Duty shall be furnished in respect of imported materials/equipment directly dispatched to site after customs clearance.
- 6 The prices are gross of Indian Income Tax and rate considered towards the same is ____%.

(STAMP & SIGNATURE OF BIDDER)

**LPG IMPORT FACILITIES AT HALDIA
OF
BHARAT PETROLEUM CORPORATION LTD. (BPCL)**

INSTRUCTIONS TO BIDDERS (ITB)

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A. GENERAL

1. SCOPE OF BID

- 1.1** EIL hereinafter "the Consultant" on behalf of the Purchaser/Owner/BPCL as defined in the General Purchase Conditions, hereinafter "the Owner" wishes to receive bids as described in the Bidding Documents hereinafter shall also mean RFQ documents.
- 1.2** SCOPE OF WORK: The scope of work shall be as defined in the MR included in the RFQ.
- 1.3** The successful bidder will be expected to complete the Scope of work within the period stated in Bidding Document.
- 1.4** Throughout this Bidding Documents, the term "bid" and "tender" and their derivatives ("bidder/tenderer", "Bid/tendered/tender", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS

2.1 Documents Establishing Bidder's Qualification.

- 2.1.1** Pursuant to qualification criteria specified in IFB/NIT/RFQ/Bidding document, the bidder shall furnish all necessary supporting documentary evidence to establish the bidders claim of meeting qualification criteria.
- 2.1.2** The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and his qualifications to perform the contract if his bid is accepted.
- 2.1.3** The documentary evidence of the bidder's qualifications to perform the contract if their bid are accepted, shall establish to the OWNER'S/CONSULTANT'S satisfaction that, the bidder has the financial, technical and productions capacity necessary to perform the contract.
- 2.1.4** A bidder shall not be affiliated with a firm or entity:
 - (i.) that has provided consulting services related to the work to the OWNER during the preparatory stages of the works or of the project of which the works form a part, or
 - (ii.) that has been hired by the OWNER as engineer/consultant for the contract.
- 2.2** The bidder shall not be under a declaration of ineligibility by OWNER for corrupt or fraudulent practices as defined at clause no. 24 of SPC.
- 2.3** The bidders who are on Holiday/Negative/suspension/banning list of OWNER or EIL or MOP & NG or other oil PSE on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award. If the bidding document were downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award.

3. ONE BID PER BIDDER/ MULTIPLE BIDS

- 3.1** A bidder (i.e. the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor) failing which following actions shall be initiated:
 - (i) All bids submitted by such bidder (say 'A') directly & indirectly, shall stand rejected and EMD, if any, in case of direct bid submitted by bidder 'A' shall be forfeited.
 - (ii) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the

proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple

4. COST OF BIDDING

- 4.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and OWNER / CONSULTANT, will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

5. SITE VISIT

- 5.1. The bidder is advised to visit and examine the site or / locations of warehouse and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense.
- 5.2. The bidder or any of its personnel or agents will be granted permission by the Owner to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the Owner and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 5.3. Bidder may contact the following person at site for site visit purpose:

Shri Sunil K Dhakate,
Sr. Manager Construction (E&P),
Bharat Petroleum Corporation Limited,
Haldia Coastal Installation,
Patikhali, Durgachak,
Haldia, East Medinipur,
West Bengal-721602
Mobile No. 09799936500

B. BIDDING DOCUMENTS, CLARIFICATION AND AMENDMENT

6. CONTENTS OF BIDDING DOCUMENT

- 6.1 Complete Bidding Documents has been hosted on Central Public Procurement Portal (URL: <http://eprocure.gov.in/cppp/app>). Notification with CPPP E-tender number for downloading the complete tender from CPPP is also be available on EIL Website <http://tenders.eil.co.in/newtenders/> other websites mentioned in the RFQ covering letter/Notice Inviting Bid/ Letter Inviting Bid.
- 6.2 The bidder is expected to examine Bidding Documents, bidding guidelines received from EIL or available on EIL website, all instructions, formats, terms, specifications and drawings etc., enclosed in the Bidding Documents. The invitation for bid (bidding) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

7. CLARIFICATION ON BIDDING DOCUMENTS

- 7.1 A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Consultant in writing by e-mail/fax/post at Consultant's mailing address indicated in the bidding document (Engineers India Limited, Bhikaji Cama Place N.Delhi. Kind Attention: (Name mentioned in RFQ document) Dy. General Manager (C&P)). All question/ queries should

be referred to EIL at least **3 (three) days** prior to date of pre-bid meeting. Reply to Pre-Bid Queries shall be hosted on <https://eprocure.gov.in/eprocure/app> / <http://tenders.eil.co.in>. The response to pre-bid queries shall not form part of the bidding document unless issued as an amendment. Any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be intimated to all bidders through the issue of an Addendum/ Amendment.

8. AMENDMENT OF BIDDING DOCUMENTS

- 8.1 At any time prior to the deadline for submission of bids, the Owner/Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents. The addendum will be hosted on <https://eprocure.gov.in/eprocure/app> or EIL's website <http://tenders.eil.co.in>. Bidders are requested to visit the website regularly to keep themselves updated. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) issued/ web hosted, before submitting the bid.
- 8.3 The Owner/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

9. LANGUAGE OF BID

- 9.1. The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 9.2. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

10. DOCUMENTS COMPRISING THE BID

- 10.1 No Physical Bids / Offers shall be permitted. The offers/bids submitted online through Central Public Procurement Portal (CPPP) of Government of India (<http://eprocure.gov.in/eprocure/app>) shall only be considered for evaluation and ordering. Bidders are required to upload the Bid/offer along with all supporting documents including Priced bid on the E-Tendering website (<http://eprocure.gov.in/eprocure/app>) only. However, bidder are required to submit the following documents in original in the manner prescribed in the Bidding Document in sealed envelope titled "Original Documents for respective RFQ/Bidding Document No "and shall be send to **Engineers India Limited, Bhikaji Cama Place N.Delhi . Kind Attention: (Name mentioned in RFQ document) Dy.. General Manager (C&P) on or before the Bid submission Due Date**. However, bidders are required to upload the scanned copies of all relevant documents on E-tendering website along with the e-bid.
 1. EMD/Bid Security as applicable as per clause no.10.3 below
 2. Documentation against Bidder Qualification Criteria (Technical & Commercial)-if applicable.
 3. Integrity Pact (as applicable)
 4. Any other document to be submitted in original as per Bidding Document/RFQ.
- 10.2 The bid shall be submitted by uploading relevant document in respective covers provided in the

e-tendering website.

10.2.1 BID SECURITY/EARNEST MONEY DEPOSIT: EMD/Bid Security as applicable

10.2.2 TECHNO-COMMERCIAL/UNPRICED BID: Unpriced Bids shall contain followings;

- a. Covering letter of Bid on bidder's letter head.
- b. Master Index / List of enclosures of RFQ and copies of all technical and commercial amendments/addendums/corrigendum issued (if any), duly signed and stamped on each page as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid.
- c. Power of attorney in favour of signatory (ies) of the bid.
- d. Integrity Pact duly signed & stamped
- e. Price Schedule with prices blanked out mentioning "Quoted / Not Quoted" against each item.
- f. Financial details as per Proposal Form F1
- g. Qualification Documents duly authenticated against Bidder Qualification Criteria (Experience & Financial).
- h. Compliance to Bid requirement as per Proposal Form F2.
- ~~i. Agreed Terms & Conditions (For Indian/Foreign Bidder as applicable) along with its Annexure as per Proposal Form F3.-~~
- j. Bidder's declaration that they are not under any liquidation, court receiver ship or similar proceedings as per Format Proposal Form F4.
- k. Bidder declaration towards Holiday/Negative/suspension/banning list of OWNER or EIL or MOP & NG or other oil PSE as per Format Proposal Form F5.
- ~~l. Terms & Conditions for Supervision (For Indian / Foreign Bidders) duly signed and stamped on each page~~
- m. Duly authenticated MSE certificate (as applicable)
- n. All technical documents required as per Material Requisition.
- o. Any other information required in the RFQ/ Bidding Documents or considered relevant by the bidder.

10.2.3 PRICE BID: Priced Bid shall consist of Price Schedule Formats duly filled.

No corrections, conditions, additions, deletions or modifications in Price Part are permitted. All corrections in quoted rates must be stamped and signed.

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

10.3 **EARNEST MONEY DEPOSIT/BID SECURITY:**

Bidder shall furnish, as part of its Bid, EMD for an amount as indicated in the NIT/NIB/ IFB. If the Bidder is unable to submit EMD in original within the due date & time, then bidder shall submit the original EMD within 7 days from the date of unpriced bid opening, provided copy of the same have been uploaded on E-Tendering Website.

In case the bidder fails to submit the EMD in original within 7 days, then their bid shall be rejected, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the bidder on E-Tendering Website.

MSE bidders are exempted from EMD submission subject to submission of documentary evidence.

Owner shall not pay any interest on EMD furnished.

The EMD/Bid Security shall be in favour of the Bharat Petroleum Corporation Limited payable at Noida in the form of crossed demand draft or Bank Guarantees or Standby Letter of Credit (SBLC) in the prescribed pro-forma from Scheduled Commercial banks in India/ Indian Branch of a Foreign Bank recognized as scheduled bank by RBI.

The bank guarantee submitted in lieu of EMD shall be valid for 8 (Eight) months more than bid validity.

EMD/Bid securities of unsuccessful bidders will be returned upon award of Contract. However, EMD of the successful Bidder will be returned upon the Bidder's executing the Contract, and furnishing the PBG.

The EMD may be forfeited:

- If a Bidder withdraws its bid during the period of Bid Validity; or any extension thereto provided by the bidder; or
- submits multiple bids / alternative bids; or
- If a bidder modifies his bid on his own; or
- in case of a successful Bidder, if the Bidder fails, within the specified period:
 - (a) to submit the order acceptance; and/or
 - (b) to furnish the PBG.
 - (c) To accept arithmetical corrections pursuant to clause no. 26 of ITB

11 BID PRICES

11.1. Prices shall be furnished strictly in the appropriate Price Schedule format(s) enclosed with the bidding document. Quoted prices shall be net of discount, if any. Conditional discounts, if offered by a bidder, shall not be considered for evaluation.

11.2. Price quoted by the bidder, shall remain firm & fixed until completion of the contract and will not be subject to any variation, except statutory variation in taxes, duties & levies pursuant to relevant provisions of Special Purchase Conditions.

11.3. The bidder shall quote the price for item in the Price Schedule after careful analysis of cost involved for the performance of complete work considering all parts of the RFQ/Bidding Documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GPC, SPC or any other part of RFQ Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

11.4. Domestic bidder to consider Merit rate of custom duty for their import content. Bidder shall ascertain the applicable merit rate of customs duty and shall be solely responsible towards applicability and correctness of such rates. The evaluation and ordering shall be carried out based on the merit rates of customs duty considered by the bidder. The bidder(s) must indicate quantity, CIF value & rate of custom duty considered in the Price Schedule.

11.5. Owner shall not issue any concessional form for Central Sales Tax and VAT.

11.6. Indian Bidders shall indicate the following in their offer:

11.6.1 Prices of item including packing & forwarding, (such price to include fabrication /manufacturing of item, all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection testing etc.) including applicable taxes and duties on finished goods. Bidder's prices shall be firm and fixed on account of Foreign Exchange variation due to incorporation of import content, if any.

11.6.2 Prices shall be inclusive of Excise Duty (including Cess) and CST (without concessional form) or VAT (without concessional form) which will be applicable on the finished goods.

11.6.3 Quoted price shall include port & customs clearance, handling, forwarding, loading on to trucks etc. and transportation charges from Port of Entry in India and / or from any other place / works in India up to Project Site(s). Total quoted price shall also include provision of all handling equipment including cranes, tools/ tackle etc. required for handling of goods at Port of Entry/ Vendor's despatch point in India, as applicable and at all intermediate stations/ points up to Project Sites and also for unloading at site(s), at Vendor's own cost. All demurrage, wharfage and other expenses incurred due to delayed clearance of goods, or for any other reasons, either at Indian port of entry, or at any clearing point, shall be to Vendor's account. Vendor shall be solely responsible for making all necessary arrangements for complying with all necessary formalities at the Indian port of entry. Bidder shall indicate break-up of such charges in Price Schedule Format. The prices shall include Indian customs duties on the goods offered from outside India and despatched directly to site. Customs duties on such goods shall be paid directly by the Vendor to the Indian Customs Authorities and Owner will reimburse the Custom Duty paid by the Vendor as per provisions of this document. All customs clearance formalities, including payment of port levies/charges are in the scope of Vendor and shall be borne by him. Bidders shall indicate break-up of Indian Customs Duty considered and included by them in Price Schedule Format.

11.6.4 Site work Prices, if applicable as per MR & price schedule for the scope of work mentioned in MR / RFQ Documents, exclusive of Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess but inclusive of VAT on Work Contracts. All necessary taxes & duties and registration, if required for carrying out the site activities shall be done by the bidder and cost towards the same shall be included in quoted site work prices.

11.6.5 Training , Post Warranty/Annual Maintenance and Per-diem Supervision Charges shall be exclusive of Service tax, Swachh Bharat Cess and Krishi Kalyan Cess, if applicable as per MR.

11.6.6 Bidder shall indicate the following separately:

11.6.6.1 CIF value (in Indian Rupees) of import for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc.

11.6.6.2 Merit rate of Import Duties (rate) considered on above CIF value of import for raw material and components and included in the quoted prices.

11.6.6.3 If a bidder does not furnish built-in CIF value and confirmed that quoted prices are firm and fixed, in that case bidder will not be entitled to claim any variation in the Import Duties even if bidder has quoted their prices considering Import Duties.

11.6.6.4 Foreign Exchange Rate Variation/Custom Duty Variation (On Built-in Import Content):

- a. The prices shall be firm and fixed on account of FE variation.
- b. Prices shall remain firm and fixed without any escalation except for statutory variation in customs duty rate up to 2/3rd of delivery period for which the following methodology shall be followed:
 - i. Indigenous bidders shall be required to quote their prices including customs duty (Merit rate) towards their built in import content. Maximum CIF value of import content in Indian Rupees shall also be furnished by Bidders along with the merit rate of customs duty considered and list of items to be imported.
 - ii. Any increase in price due to increase in customs duty rate beyond two-third of the contractual delivery period will be to supplier's account. However, any

decrease in price due to decrease in customs duty rate at the time of actual clearance of imported materials shall be passed on to BPCL.

- iii. Variation in price due to customs duty rate will be dealt with separately after receipt of materials at site against documentary evidence.

11.6.6.5 Variation in price due to customs duty rate will be dealt with separately after receipt of materials at site against documentary evidence.

11.7. Foreign Bidders shall indicate the following in their offer:

11.7.1 Bidders shall submit their prices including all taxes, duties, levies etc Ocean Freight and marine insurance charges upto the port of entry- Haldia (India) as detailed out in the price schedule.

11.7.2 The prices shall include Indian import duties on the goods offered from outside India and despatched directly to site. Import duties on such goods shall be paid directly by the Bidder to the Indian Customs Authorities and Owner will reimburse the Custom Duty paid by the Bidder as per provisions of this document. All customs clearance formalities, including payment of port levies/charges are in the scope of Bidder and shall be borne by him. All demurrage, wharfage and other expenses incurred due to delayed clearance of goods, or for any other reasons, either at Indian port of entry, or at any clearing point, shall be to Bidder's account. Bidder shall be solely responsible for making all necessary arrangements for complying with all necessary formalities at the Indian port of entry. Transportation charges of all goods from Port of Entry port and / or from any other place / works in India up to Project Site(s) including port & customs clearance, handling, forwarding, loading on to trucks etc.

The transportation price shall also include provision of all handling equipment including cranes, tools/ tackle etc. required for handling of goods at Port of Entry/ Bidder's dispatch point in India, as applicable and at all intermediate stations/ points up to Project Sites and also for unloading at site(s), at Bidder's own cost.

11.7.3 The seller shall not be allowed to change port of shipment after quoting unless the seller absorbs any additional cost on account of change.

11.7.4 Prices quoted shall be inclusive of all applicable taxes, packing & forwarding etc. applicable upto FOB - International Port of Exit.

11.7.5 Site work Prices, if applicable as per MR/ Price schedule for the scope of work mentioned in MR / RFQ Documents exclusive of Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess but inclusive of VAT on Work Contracts. All necessary taxes & duties registration, if required for carrying out the site activities shall be done by the bidder and cost towards the same shall be included in quoted site work prices.

11.7.6 Training, Post Warranty/Annual Maintenance and Per-diem Supervision Charges, if applicable as per MR, shall be exclusive of Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess.

11.7.7 Indian Income Tax applicable rate & concession if any (under Double Taxation Avoidance Agreement (DTAA) etc.). Bidder to provide PAN No. along with offer.

11.7.8 Concessional rate of Custom Duty:

- a) The bidder must ascertain and confirm along with supporting documents in the bid, if any Customs Duty exemption / waiver is applicable to the products being supplied by him under any multi-lateral / bi-lateral trade agreement between India and bidder's country.
- b) The bidder shall be liable to provide all documentation to ensure availment of the exemption / waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental Customs Duty applicable, if any.

- c) Any Customs Duty applicability on account of any change in the bi-lateral / multi-lateral agreement shall be to bidder's account.
- d) Documentation to be furnished for availing the exemption / waiver of Customs Duty shall be specifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

12. BID CURRENCY AND PAYMENT

- 12.1 Bidding currency shall be Indian Rupees for Indian bidders and US Dollars / EUROS / Indian Rupees for foreign bidders in accordance with RBI guidelines.
- 12.2 A bidder expecting to incur a portion of his expenditure in the performance of Order in more than one currency (limited to maximum two currencies) (In case foreign bidder supply some minor components of supply from their Indian subsidiary/Branch Office) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.
- 12.3 Currency once quoted will not be allowed to be changed. Owner/EIL shall not be compensating for any exchange rate fluctuation.
- 12.4 Payment shall be released to the supplier in the currency of quote.

13. BID VALIDITY

- 13.1 The bid shall remain valid for acceptance for period mentioned in RFQ/Notice Inviting Bid (NIB) from the final bid due date. Owner/EIL shall reject a bid valid for a shorter period being non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner/EIL may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/post/e-mail).

14. OFFER WITHOUT ANY DEVIATION

Owner/EIL will appreciate submission of offer based on the terms and conditions in the enclosed SPC, GPC, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer. Bids having any deviation to the RFQ Terms & Conditions shall make Bidder's offer liable for rejection, except deviations for which loading is defined in Clause No. 29 below.

15. AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES

Owner would prefer to deal directly with the manufacturers/ principals abroad without involving any Indian agent. Agents/consultants/representatives/retainers/associates bids found at any stage of evaluation i.e. from un-priced bid opening till priced bid opening shall be liable for rejection.

16. SUBMISSION OF BIDS

- 16.1 No Physical bids / offers shall be permitted. The offers submitted through Central Public Procurement Portal (CPPP) of Government of India shall only be considered for evaluation & ordering. Bidders are required to upload the bid along with all supporting documents including priced bid on the e-tendering website (<http://eprocure.gov.in/eprocure/app>) only.

17. DEADLINE FOR SUBMISSION OF BID

- 17.1 The E-Bids must be submitted on or before the last date and time mentioned in the RFQ.
- 17.2 The Owner / EIL may, in exceptional circumstances and at its discretion, on giving reasonable notice to all prospective bidders, extend the deadline for the submission of e-bids in which case

all rights and obligations of the Owner /EIL and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

18. UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 18.1 Unsolicited bids or bids being submitted to address other than one specifically stipulated in the bid documents will not be considered for opening / evaluation / award.

19. MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1 The Bidder may modify or withdraw its Bid after the Bid's submission but prior to the due date prescribed for submission of Bids by selecting the "Re-Submission" option available in the e-tender portal.
- 19.2 No bid shall be modified subsequent to the deadline for submission of bids.
- 19.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder. Withdrawal of a bid during this interval shall result in the forfeiture of bidder's EMD/Bid security.
- 19.4 There are two specific features in CPPP viz, "Withdraw" and "Re-Submission". Bidders should not use the feature "withdraw" unless they have decided to withdraw their bids. It is to be noted that once "withdraw" feature is used they will not be allowed to re-submit their bid against this RFQ. In case a Bidder desires to change his bid for any reason before bid due date, Bidder shall use "Re-Submission" feature.

20. UN-PRICED BID OPENING

- 20.1 The un-priced Bids shall be opened online through e-tender portal, at the specified date and time given in the RFQ document or extended otherwise. The Bidders who have submitted their Bid will be able to view online the name & status of all the Bidders at their respective windows, after un-priced Bid opening by Owner/Consultant.
- 20.2 Only those bidders, whose bids meet the qualification criteria and are technically and commercially acceptable, will be informed the date, time and venue for price bid opening.

D. E-BID OPENING AND EVALUATION

21. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of Order shall not be disclosed to bidders or any other person officially concerned with such process.

22. CONTACTING THE OWNER/ OWNER REPRESENTATIVE

- 22.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the Owner for any matter relating to the bid, it should be done in writing.
- 22.2 Any effort by a bidder to influence the Owner/EIL in any manner in respect of bid evaluation or award will result in the rejection of that bid.

23. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 23.1 The Owner/EIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 23.2 Prior to the detailed evaluation, the Owner/EIL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the RFQ/Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the RFQ/Bidding Documents without deviations, objections, conditionality or reservations.

- 23.3 Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid, unless there is change in the stipulations of the RFQ/ Bidding Document and such changes are incorporated through an Amendment. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favour of stipulations of the RFQ/ Bidding document and Bidders would not be eligible for submission of Price Implication/Revised Price, failing which such Bid(s) shall be considered as non responsive and rejected.
- 23.4 The Owner/EIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/EIL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

24. PRICE CHANGES / IMPLICATIONS AFTER OPENING OF TECHNICAL BIDS

- 24.1 In the event of any suo-moto increase in price sought by a Bidder subsequent to the bid due date and which is not as a result of any change in scope of supply or terms and conditions, the bid of such a bidder shall be rejected and EMD of that Bidder shall be forfeited by Owner.
- 24.2 In the event of any suo-moto decrease in price sought by a vendor subsequent to the bid due date and which is not as a result of any change in scope of supply or terms and conditions, the reduction in price shall not be considered for evaluation however the same shall be considered for ordering in case the bidder happens to be lowest.

25. PRICE BID OPENING

- 25.1 The Owner/EIL shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to bid evaluation.
- 25.2 The Owner/EIL will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening register evidencing their attendance.
- 25.3 The bidder's name, prices, and such other details as the Owner/EIL, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

26. ARITHMETIC CORRECTIONS

If there is correction/wrong entry or a difference between the values entered in figures and in words, applicable as per price schedule, the following procedure shall be adopted for evaluation:

- i) When there is a difference between the rate in figures and in words for an item, the rate which corresponds to the amount worked out by the Bidder for the item based on the notional quantity specified, shall be taken as correct.
- ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct.
- iii) When it is not possible to ascertain the correct rate as detailed above, the rate quoted for the item in words shall be adopted as the quoted rate.
- iv) If the total amount written against an item does not correspond to the rate written in figures and if the rate in words is not written by the bidder, then the higher of the rates, i.e. higher of the rate worked out by dividing the amount by the notional quantity and the rate quoted shall be considered for evaluation. In the event that such a bid is determined as the lowest bid, the lower of the rates shall be considered for ordering.

27. CONVERSION TO SINGLE CURRENCY

Foreign Bidder's bids shall be compared on equivalent Indian Rupees basis considering RBI reference rate of foreign exchange published on the day of opening of the Price Bids. In case the RBI reference rate of foreign exchange published on the day of opening is not available,

immediate preceding exchange rate published by RBI shall be considered.

28. BID REJECTION CRITERIA

The bidders shall adhere to the provisions of the Bidding Document without taking any deviations. In case a bidder retains any deviations to the provisions even after techno-commercial clarifications, the Bid shall be considered to be non-responsive and shall be rejected.

29. PRICE EVALUATION & COMPARISON AND LOADING CRITERIA

The lowest evaluated bid shall be considered for award of order on single bidder for complete package basis. The evaluated price shall be calculated based on the prices as quoted by the bidder against total Lumpsum price for complete DCS Package in the Price Schedule. (i.e against S. No. 4.0 of the Price Schedule Format-1-A).

Bidder shall furnish the details of taxes & duties included in his prices as per format enclosed in the Bidding Document (Price Schedule Format-1-C) The amount of service tax, krishi kalyan Ccess & Swatchh Bharat Cess by Bidder as part of quoted prices shall be considered for evaluation of bids.

Charges for AMC and Training as quoted by the Bidder shall be considered for evaluation.

Prices of recommended Spares for two years normal operation and maintenance shall not be Considered for evaluation.

30. OTHER CRITICAL POINTS FOR EVALUATION OF OFFER ARE AS UNDER

- 30.1 The prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.
- 30.2 In case bidder intend not to quote for certain item/tags/groups as applicable, then the bidder shall mention "Not Quoted (NQ)" in respective cells of price schedule. Wherever cell is found blank in the price schedule, then it shall be treated as "Not Quoted (NQ)" and evaluation of bids shall be carried out accordingly.
- 30.3 OWNER reserves the right to consolidate the quantities of PO where it is commercially prudent to place single order as per provision of Clause No. 25.0 of SPC. In case L-1 bidder is MSE bidder, shifting shall be done as per provision of Cl. No. 25.0 of SPC only when items are shifting to MSE bidder.
- 30.4 The Purchase Preference, if applicable, to Central PSUs shall be considered during evaluation of bids as per the existing Govt. Guidelines. However, no Purchase preference to Central PSUs is applicable as on date.
- 30.5 OWNER shall follow Public Procurement Policy from Micro and Small Enterprises (MSEs) order 2012, in MRs including MRs where Site Work is also included in the scope. The same shall be executed as follows:
 - a. Purchase Preference:
 - i. For claiming purchase preference, the MSE certificate should be valid as on date of un-priced bid opening.
 - ii. Participating Micro and Small Enterprises having evaluated price within price band of L1 (evaluated price) + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 (evaluated) price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%)

shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs. It is clarified that in case, 20% quantity works out to a fraction of quantity, MSEs shall be considered for next higher quantity.

Accordingly, the quoted prices against various items of MR shall remain valid in case of splitting of quantities of the items in view of the same.

However, in case where quantity against a line item cannot be split (i.e. minimum 20% to MSEs) or items with single quantity or in group item, the complete line item/group shall be awarded on MSE bidder within the price range of L1 bidder's evaluated price+15% subject to their matching L1 bidder's price. First, the MSE Bidder next to the price of L1 Bidder shall be considered for purchase preference. In case that MSE Bidder, does not match the price, next MSE Bidder (within the price range of L1 Bidder + 15%) shall be considered for matching the L1 Bidder prices and so on. Accordingly, the MSE Bidder who matches the price of L1 Bidder, shall be considered for award of contract. No separate preference will be given to MSE owned by Scheduled Caste & Scheduled Tribe entrepreneurs over MSE owned by general person as quantity cannot be split in such cases.

- b. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

Definition of MSEs owned by SC/ST Entrepreneurs shall be:

- In case of proprietary MSE, proprietor should be SC/ST.
- In case of partnership MSE, the SC/ST partner(s) should be holding at least 51% shares in the unit.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST share holder(s).

In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012, the MSE shall additionally submit a relevant SC/ ST certificate in the name of SC/ ST proprietor or partner(s) holding minimum 51% shares in case of partnership or person(s) holding minimum 51% shares in limited companies, issued by any of the following:

- District Magistrate/ Additional District Magistrate/ Collector/ Deputy Commissioner/ Deputy Collector/ Ist Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Executive Magistrate/ Extra Assistant Commissioner (not below the rank of Ist Class Stipendiary Magistrate).
- Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
- Revenue Officers not below the rank of Tehsildar
- Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.
- Administrator/ Secretary to Administrator/ Development Officer (Lakshadweep Islands)

- c. If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible in the Public Procurement Policy, 2012.

- d. For facilitating promotion and development of micro and small enterprises, BPCL/EIL is committed to promote the procurement of supplies/ services from MSEs in Orders/ contracts. Accordingly, bidders are also encouraged to promote the same by considering MSE sub-suppliers/Contractors to the extent possible under the Orders/ Contracts awarded on them. After award of item/work, Supplier/Contractor shall furnish a statement along-with copies of orders/ FOAs placed by them on their sub-suppliers/ sub-Supplier/Contractors who are MSEs, to Project Manager.

31. PRICE CHANGES / IMPLICATIONS AFTER OPENING OF PRICE BIDS

- 31.1 After opening of price bid, if the party increases the price, though within the validity period and even though the offer remains lowest, the bid should be rejected. Such bidders shall be debarred for future enquiries for such action of bidders as a penal measure and EMD of such Bidder shall be forfeited by Owner.
- 31.2 Suo-moto Price reduction after price bid opening are to be ignored for evaluation. However, if the same party happens to be the lowest based on original price bids, the benefit of such reduction may be availed of.

E. AWARD OF CONTRACT

32. AWARD OF WORK

- 32.1 The Owner will award the order to the successful bidder (s) whose bid has been determined to be substantially responsive, and/or have been determined as a lowest bid on least cost basis to Owner and is determined to be qualified to satisfactorily perform the Order.

33. QUANTITY VARIATION

- 33.1 The Owner/EIL reserves the right to vary the quantity of goods, if specified in MR, without any change in quoted unit price or other terms and conditions.
- 33.2 Owner/EIL reserves the right to delete the requirement of any one or more items of MR without assigning any reason.

34. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

The Owner/EIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the order without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Owner/EIL's action.

35. NOTIFICATION OF AWARD

- 35.1 Prior to the expiration of period of bid validity Owner /EIL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Order.
- 35.2 The Delivery Schedule shall commence from the date of notification of award / Fax of Acceptance (FOA).
- 35.3 Award of Contract/Order will be by issuing Fax of Acceptance (FOA) of your bid. FOA will contain price, delivery and other salient terms of bid and RFQ Document.

Bidder will be required to confirm receipt of the same by returning "Copy of the FOA" duly signed and stamped by the bidder as a token of acknowledgement to Owner and EIL. On receipt of acknowledgement without any deviation / condition, detail Purchase Order / Contract will be issued in quadruplicate. Three copies of the same without any condition / deviation will be returned duly signed and stamped by the bidder as a token of

acknowledgement to Owner and EIL.

36. WAIVER OR TRANSFER OF THE AGREEMENT

- 36.1 The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Owner.

37. CARTEL FORMATION

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

38. INFORMATION TO BE FURNISHED BY FOREIGN SUPPLIERS/ CONTRACTORS / CONSULTANTS

It is mandatory for the foreign supplier/contractor/consultant to furnish the following information in case his receipts are subject to tax deduction at source in India:

- i) PAN No. as per the Indian Income Tax requirements failing which the Supplier/Contractor/Consultant shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules and the same shall be deducted from the payment made to supplier/contractor/consultant.
- ii) Tax Residency Certificate (TRC) containing prescribed particulars as per the enclosed Appendix-A from the Government of foreign country in order to claim the benefits of DTAA as per the Indian Income Tax requirements failing which the relief under DTAA will not be available and consequently the higher rate of withholding tax @25% will be applicable and deducted from the payment made to supplier/contractor/consultant (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assess claims to be a resident for the purposes of tax.
- iii) In addition to TRC, bidder in order to claim the benefits of DTAA shall also submit additional information in form no. 10F (enclosed as Appendix-B). Form 10F has to be signed & verified by the assesses himself.

If some information is already contained in TRC, the bidder shall not be required to provide that information in Form no. 10F but even then Form no. 10F is required to be provided by the bidder. However, the bidder may write Not Applicable in the relevant column in case that information is already contained in TRC.

The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier failing submission of the above information, any additional tax liability on purchaser, will be deducted from the payment due to the bidder.

39. ORDER OF PRECEDENCE

The Instructions to Bidders (ITB) shall supplement to the Special Purchase Conditions (SPC) and General Purchase Conditions (GPC). Where any portion of Special Purchase Conditions (SPC) and/or General Purchase Conditions (GPC) is in conflict with or at variance with any provisions of Instructions to Bidders, the provisions of Instructions to Bidders shall over-ride such provision(s) of Special Purchase Conditions (SPC) and /or General Purchase Conditions (GPC), only to the extent of such repugnancy or variation.

PROPOSAL FORM F-1

FINANCIAL DETAILS

The Bidder shall indicate herein his annual turnover during immediately preceding 3 financial years based on the audited balance sheet/profit & loss account statement.

FINANCIAL YEAR	ANNUAL TURNOVER (Indicate Currency)	NET WORTH (Indicate Currency)	WORKING CAPITAL (Indicate Currency)

NOTE:

1. Authenticated copies of audited financial statement for immediately preceding 3 financial years are enclosed along with the Bid.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

PROPOSAL FORM F-2

COMPLIANCE TO BID REQUIREMENT

ITEM: _____

BIDDING DOCUMENT NO.: _____

We M/s _____ hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum/Amendment/Corrigendum to the Bidding Documents, if any, for subject work issued by Engineers India Limited.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part), shall not be recognised and shall be treated as null and void.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

PROPOSAL FORM F-3

Agreed Terms and Conditions (as applicable)- Attached

PROPOSAL FORM F-4

ITEM: _____

BIDDING DOCUMENT NO.: _____

We confirm that we are not under any liquidation, court receivership or similar proceedings.

(_____)
Signatures of the authorised Person)

NAME : _____

DESIGNATION: _____

STAMP OF THE BIDDER:

PROPOSAL FORM F-5

ITEM: _____

BIDDING DOCUMENT NO.: _____

We confirm that we are not under Holiday/Negative/suspension/banning list of OWNER or EIL or MOP & NG or other oil PSE.

(_____)
Signatures of the authorised Person)

NAME : _____

DESIGNATION: _____

STAMP OF THE BIDDER:

**LPG IMPORT TERMINAL FACILITIES PROJECT AT HALDIA- (JOB NO. A872)
M/s BPCL**

**TERMS & CONDITIONS FOR INDIAN SOURCED COMPONENTS/ SERVICES OFFERED BY
FOREIGN BIDDER**

Foreign bidder may source components / sub-supplies and services from India. If any foreign bidder has no permanent establishment in India then such sub-supplies can be made through Bidder's associated company in India, provided their Bid is submitted with Single Point total Contractual Responsibility with Foreign Supplier and subject to Foreign Supplier accepting following terms & conditions:

1.0 DIVISION OF SUPPLIES/ SERVICES

Division of Supplies/ Services (a) to be directly undertaken by the Prime Foreign Supplier and quoted in Foreign Currency (b) envisaged to be undertaken by Supplier's associated Indian company with Foreign Supplier's Single Point total Contractual Responsibility and quoted in Indian Rupees shall be submitted in unpriced bid.

2.0 PRICING

The Foreign bidder shall quote firm price for items being sourced from India in Indian rupees on FOT site basis inclusive of packing, forwarding & transportation, all taxes and duties and insurance charges.

Materials if ordered against this Bidding Document are required to be dispatched on door delivery basis through a reliable bank approved Road Transport Company unless the transport company is named by the Owner.

Similarly price for services proposed to be offered from India through Foreign Bidder's associated Indian company shall be quoted in Indian rupees. Indian bidder should also sign on the price offer being submitted by foreign bidder for Indian bidder portion.

3.0 AWARD OF ORDER:

Owner will place single order covering Foreign Supplies and Indian source supplies with Single point responsibility on foreign (principal) bidder only.

Single point responsibility towards the contractual obligations like delivery, order execution, performance guarantee etc. including that of supplies being sourced from India shall be only with the foreign (principal) bidder. Further, obligation of Price Reduction Schedule for complete package shall also be in scope of foreign (principal) Bidder.

4.0 DELIVERY PERIOD:

The delivery period for items being sourced from India, shall be on FOT site basis matching with the delivery period on FOB Basis specified for foreign bidder as per Terms of Bidding document.

5.0 INSPECTION

- i. Inspection of Item being sourced from India shall be by EIL/Owner.
- ii. Any change in sourcing from indigenous supplies to imported supplies and vice-versa after bid submission is not permitted.

6.0 PAYMENT TERMS:

Payments for Indian Sourced supplies shall be 100% on receipt and acceptance of materials at site against invoices duly countersigned by Foreign Bidder. Payment shall be made within 30 days of submission of invoices or date of FOB delivery whichever is later.

Payments for Indian sourced services i.e. for Site Work/ Supervision/ AMC shall be made in line with and subject to provisions indicated in Annexure-I to Special Purchase Conditions (SPC) Clause No-A 3, B7 and Notes.

7.0 PERFORMANCE BANK GUARANTEE

- i. Foreign (principal) bidder shall submit single performance bank guarantee for entire scope as per GPC for total order value including total FOT dispatch point order value of Indian supplies quoted in Indian Currency for items source from India.

- ii. For arriving the PBG values in single foreign currency, the Indian rupees supply portion shall be converted into equivalent USD / Euros / GBP / Japanese YEN (as applicable) by considering RBI reference rate of foreign exchange published on the day of opening of the Price Bids.

8.0 ACCEPTANCE OF TERMS AND CONDITIONS

Duly filled-in Agreed Terms & Conditions (Indian sourced components/services by Foreign Bidder) & acceptance to Special Purchase Conditions and General Purchase Conditions applicable for Indigenous supplies/services shall be submitted by associated Indian company duly countersigned by prime Foreign Bidder in the offer.