

REW.AMC.MPD.GVR

11th March, 2013

M/s, **Gilbarco Veeder-Root India Pvt Ltd**
1St Floor, Tower 1, Equinox Off Bandra Kurla Complex,
L.B. Marol Naka, Andheri (East),
Mumbai 400070

Dear Sirs,

**INVITATION TO BID : SERVICE LEVEL CONTRACT FOR MAINTENANCE OF
MPDS OF GILBARCO MAKE OF 2007 BATCH IN WESTERN REGION
THROUGH E-TENDER:13-14**

Tender No. : 1000182578 (11047) Dated 11.03.2013

Due Date / Time of Receipt: 21st March, 2013 by 03.00 PM

Price Bid opening: 21st March, 2013 at 03.30 PM

We are enclosing Tender Document inviting you to submit your quote for entering into a service level contract for maintenance of MPDs of Gilbarco make in Western Region.

We enclose two copies of Tender Document containing the following :-

1. Unpriced Bid

Service Level Contract for maintenance of MPDs explaining the following :

- Scope
- Duration of contract
- Repair time and working hours
- Payment terms
- General terms & conditions
- Contract exclusions
- Vendor's acceptance

2. Price Bid – For commercial quotes.

UNPRICED BID :

'Unpriced Bid' must contain one copy of the 'Unpriced Bid' with all the documents duly signed on each page indicating acceptance of tender conditions.

Unpriced Bid SHOULD NOT INCLUDE PRICES.

PRICE BID :

'Price Bid' to be filled online through e-tender only.

Vendor shall avoid corrections and overwriting.

The Integrity Pact Agreement along with the name, address of external Monitor is enclosed as Annexure – II, which is applicable for this tender.

The vendor should enclose the Integrity Pact copy (enclosed with tender) duly signed and uploaded in e-tender portal, your tender shall be liable for rejection if the Integrity Pact signed copy is not enclosed/uploaded with the tender documents.

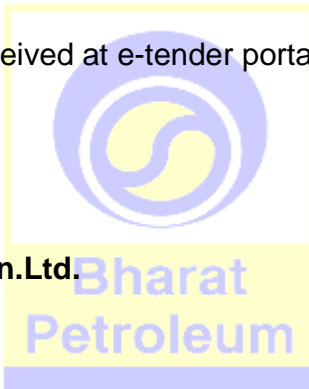
NOTE :

1. Offer not in conformity with above is liable for rejection.
2. Quotation must be received at e-tender portal before the due date / time.

Thanking you,

Yours faithfully

For **Bharat Petroleum Corpn.Ltd.**



SR. MANAGER RETAIL ENGG, WEST

भारत पेट्रोलियम कार्पोरेशन लिमिटेड



BHARAT PETROLEUM CORPORATION LTD.

भारत सरकारका उपक्रम

A Government of India Enterprise

Telephone:

From: REW, BPCL

Telegram:

Address: MUMBAI

Telex:

Date: 11.03.2013

Our Ref:

Tender No. : CRFQ 1000182578

To

Closing Date/time: 21.03.2013 / 03.00 PM

Dear Sir/s.

Date

**Sub. INVITATION TO BID : SERVICE LEVEL CONTRACT FOR MAINTENANCE OF MPDS OF GILBARCO
MAKE OF 2007 BATCH IN WESTERN REGION THROUGH E-TENDER:13-14**

We shall be glad to receive your lowest quotation for the above work. Following documents are enclosed to enable you to fill your quotation:

1. General conditions of tender (in duplicate)

2. Drawing Nos.

1. _____	4. _____
2. _____	5. _____
3. _____	6. _____

3. Schedule of quantities and specifications for the work involved (in duplicate).

Your quotation, together with a copy of the General Conditions of Tender and Drawings duly signed, should be submitted in the attached envelope duly sealed. It should either be posted in the Tender Box at our premises or sent by Registered Post so as to reach us before the closing date / time indicated on top of this letter.

* Your Bank Draft for the requisite Earnest Money deposit should be forwarded along with the above documents.

Please ensure that your name or any other identification mark does not appear on the envelope as otherwise your Tender is liable to be disqualified.

We request you to carefully go through all Tender documents before submitting your quotations. Any clarification regarding the work can be had from our Engineering Department on any working day during normal working hours.

Please let us know your firm time required for the completion of all works mentioned in the attached schedule. This should be indicated in the space provided for in the General Conditions of Tender.

We shall appreciate your returning to us the Tender Schedule, Drawings etc. in case you are not interested in quoting for this Tender.

Yours faithfully,
for BHARAT PETROLEUM CORPORATION LIMITED

* Delete, if not applicable.

Encl. . as above

Regd. Office : BHARAT BHAVAN, 4 &6, CURR1MBHOY ROAD, BALLARD ESTATE, MUMBAI -430 001.

भारत पेट्रोलियम कार्पोरेशन लिमिटेड



BHARAT PETROLEUM CORPORATION LTD.

भारत सरकारका उपक्रम

A Government of India Enterprise

GENERAL CONDITIONS OF TENDER

Tender No. CRFQ 1000182578

Due Date/Time: 21.03.2013 / 03.00 PM

Time for Completion:

FILLING AND SUBMITTING TENDERS:

1. Quotations should be submitted only in the prescribed tender schedule forms supplied by the Company, together with Drawings and General Conditions of Tender duly signed by the tenderer along with a Bank Draft, it required, as per covering letter **REW.AMC.MPD.GVR** dated **11.03.2013** for the amount mentioned in Clause 13, on or before the due date/time of closing of the tender. Quotations received after the due date/time will not be considered.
2. The tenderer should study all the tender documents carefully and understand the conditions, drawings, specifications etc. before quoting. If there are any doubts, he should obtain clarifications, but this shall not be justification for late submission or extension of opening date/time of the tenders.
3. The tenderer should visit the site and acquaint himself with site conditions, availability of water, electricity, approach road, construction materials as per specifications, shelter for his staff etc. since these are to be provided/arranged by the tenderer (unless otherwise specified) at his cost.
4. The tenderer should quote for all items in the tender schedule. The rates should be expressed both in figures and in words: where discrepancy exists between the two, the rates expressed in words will prevail. Similarly, if there is any discrepancy exists between the unit rate and the amount, the unit rate will prevail.
5. The rates be quoted in the same units as mentioned in the tender schedule.
6. All entries in the Tender Documents should be in Ink/Typed. Corrections, if any, should be attested by full signature of the Tenderer.
7. Every page of the tender documents shall be signed by the tenderer or his authorised representative.
8. The tenderer should indicate the time required to complete the entire work from the date of receiving the order. The time indicated in tender may have a bearing on awarding the contract.

RATES:

9. The rate quoted should be inclusive of all material, labour, water, electricity, power equipment tools/tackles, centering, shoring, lifts, leads, scaffolding, excise/customs/octroi duties, sales tax, works contact tax etc. levied by State/Central authorities. All materials are to be supplied by the tenderer unless otherwise stated.
 - (a) Its is made clear to the parties that no excise claims on storage tanks/LPG Horton spheres/ bullets/ structurals would be entertained by the Corporation.
10. The rates quoted shall be valid for a period of six months. Once the quotation is accepted, the rates quoted shall be firm till the entire work is completed in all respects.

ACCEPTANCE OF TENDER:

11. In complete/Conditional tender quotations or those received late and/not confirming to the terms and conditions, the tender documents will be rejected.

12. The Company reserves the right to reject any or every tender without assigning any reason whatsoever and/or to negotiate with the tenderer (s) in the manner the Company considers suitable. The Company further reserves its rights to allow to the Public enterprises "Price Preference" (facilities as admissible under the existing policy) as may be decided by the Company.

* EARNEST MONEY DEPOSIT : (Applicable only for work costing 50,000/- and above in value)

13. The tenderer shall be required to submit along with this quotation a Bank Draft in Favour of Bharat Petroleum Corporation Ltd. for a sum equivalent to 5% of the total tendered value of works as earnest money deposit, subject to a minimum of 5,000/- and a maximum of 1,00,000/-.

The earnest money deposit shall be returned to the unsuccessful tenderers within one month after due date for opening of the tender. The earnest money deposit of the successful tenderer will be retained till the commencement of the work. Thereafter the tenderer may opt to adjust the earnest money deposit against security deposit as a money deposit or request return of the earnest money deposit. No interest will be payable on earnest money deposit.

Security Deposit: (Applicable only for works costing 50,000/- and above in value)

13. (a) The successful tenderer, before commencement of the work, shall have to provided to the Company, by way of security, a money deposit or a Bank Guarantee in the standard format provided by the Company for an amount equivalent to 5% of the total tendered value of the works, subject to a minimum of 5,000/- and a maximum of 1,00,000/-. The tenderer shall have the option to adjust the earnest money towards security deposit if he so desires.

The security deposit will be retained till the successful completion of the work. In the case of security deposit in the form of a Bank Guarantee, the same shall be kept valid by the tenderer at his cost till the completion of the work under contract and shall be extended from time to time. No interest will be payable on security deposit.

EXECUTION OF AGREEMENT:

14. The successful tenderer shall within 15 days of the Company's communication to him of the acceptance of his tender, execute a formal Agreement with the Company, on the Company's format.

EXECUTION OF WORKS :

15. The successful tenderer should submit detailed construction programme adhering to the completion time quoted in the Agreement. The programme will form part of the contract. However, the Company reserves the right to alter the programme, if necessary, from time to time and no claim of successful tenderer on account of such alteration will be entertained.

16. All materials required for the execution of work should conform to the standard specification and approved by the Engineer in Charge before actually put to use. Commencement of work without prior approval shall be entirely at the risk and cost of the contractor. No delay due to non-availability of materials, tools, equipment etc. will be entertained by the Company. In the case of certain machinery/ equipment, the Company's site Engineer may inspect the items for approval before they are brought to the site.

17. The responsibility for the safety, security and accounting of the materials and equipment brought or installed by the successful tenderer or handed over to him by the Company for completion of the work will remain with him till the acceptance of the work by the Company. Any damage caused to the material/equipment during the execution of work will be made good by the successful tenderer at his cost. The Company may require the successful tenderer to have guarantee/indemnity bond executed for the value of the materials supplied to him free of cost, as per terms of the Agreement.

18. Quantities shown in the Tender Schedule are approximate and payment shall be made as per actual measurements. The successful tenderer is not entitled for any sort of compensation towards materials procured/stored in excess of the measured quantities.

19. The Company reserves the right to increase or decrease the tendered quantity or revise specifications, drawing, designs of any or every item or delete them at any stage of work. The successful tender's claim for compensation or damages on account of these shall not be entertained. Such deviations will be adjusted at the rates contained in the Agreement or at prevailing market rates, if the rates are not available in the Agreement, by issuing variation order(s). In case it becomes necessary for the Company to temporarily suspend or postpone the work, partly, or fully due to unforeseen circumstances, the Company shall not be liable for any compensation on account of resultant delays.

20. The entire work will be carried out under the supervision of the authorised representative of the Company, but this will not detract successful tenderer(s) full responsibility for quality/period of execution of work.

21. Detailed measurements of works carried out shall be taken jointly by the successful tenderer and our site Engineer at every stage of work, before proceeding to the next stage. All works shall be measured as per the procedure laid down. Payments will be made as per measured quantities and not as per Tender Schedule quantities.

22. The successful tenderer shall submit to the office which has awarded the contract, periodic progress reports of his work as stipulated by our Site Engineer.

23. The successful tenderer shall not undertake on his own any change in specifications mentioned in the tender documents. In case of doubts he will refer the matter in writing to the Company and act as per clarifications given by the Company. Any changes in the work involving changes in original specifications quantities/additional items of work, should be covered by obtaining suitable variation order (s) from the Company immediately.

24. If the performance of the successful tenderer is found to be unsatisfactory, the Company reserves the right to cancel in part or the whole of the contract and get the work executed through alternative means at the entire risk and cost of the successful tenderer.

25. If the successful tenderer does not complete the work in the stipulated time, the Company reserves the right to recover liquidated damages at 0.5% of the total contract value for every week of delay or part there of subject to a maximum of 5% of the total contract value until the work is satisfactorily completed and handed over. However delay in completion of a specific urgent job the maximum compensation will be increased to 15% of the total contract value. Such damages may be deducted by the Company from any money due to the tenderer and any further amount due from the tenderer shall be paid by the tenderer to the company forthwith.

This is a specific urgent job (~~Yes~~/No) (Delete which is not applicable).

26. The successful tenderer should ensure the safety of adjoining property and shall make good any loss to product/property resulting from his negligence.

27. Hot work be carried out only in the areas earmarked for the purpose, after required safety precautions have been taken and only after obtaining written permission from the Site Engineer.

Any provision required to be made e.g. wind screens of G.C.I. Sheets etc, to make the area safe for hot work, will be made the successful tenderer at his own cost.

28. The work in the Company's premises should be carried out during the Company's normal working hours and without obstructing day-to-day working of the establishment. If any work is required to be carried out beyond normal working hours, prior permission should be obtained before undertaking such work.

29. In the event of the successful tenderer failing to complete the work within the stipulated time, the Company shall have the right to employ any other agency to complete the remaining work at the risk & cost of the successful tenderer.

30. It will be the successful tenderer's responsibility to get the works approved and obtain all certificates for plumbing, electrical, civil works from local, municipal, Governmental or other required authorities.

31. Tanks, Pumps, pipelines, Posts, Equipments and/or any other materials to be supplied by the Company will be supplied anywhere within the site premises. Safekeeping, transporting and handling of the same to actual location of installation will be the successful tenderer's responsibility for which no extra payment will be made.

32. During execution of work if it is found necessary to dismantle a portion of existing bund wall, enclosure wall, compound wall, fencing etc. to facilitate the movement of materials and equipment, the same shall be carried out after obtaining permission in writing from Company's authorised representative and also made good by the contractor at his own cost.

33. The successful tenderer is expected to co-operate/co-ordinate with other contractor's carrying out the work allocated to them so as to avoid breaking up of work already done by them or causing any hindrance in the progress of their work. In case there is any difficulty/dispute, the same should be immediately brought to the notice of the Site Engineer.

34. If the work is required to be carried out in a working Depot, Installation, retail outlet etc. the progress of work is likely to be interrupted on account of operations in such units. Stoppage of work under such circumstances shall not entitle the successful tenderer to claim any compensation for idling, machinery etc. during such interruptions.

35. The successful tenderer and his men shall abide by all security/safety rules regulations in force at location and the laws, bye-laws and statutes of Government, semi-Government and other local authorities such as requirements/liability under enactments like the Workmen's Compensation Act., Contract Labour Act etc. and the Company shall stand indemnified against any claims on these scores. The successful tenderer and his men shall strictly abide by 'no smoking' and other petroleum regulations on the premises.

36. The successful tenderer shall arrange for at least one competent supervisor to be present at site at all times during the progress of the work, who shall be duly authorised to take instructions and execute them on his behalf.

INTERIM PAYMENTS:

37. At the sole discretion of the Company, the contractor can receive upto 90% of the payment for the cost of work done. Interim bills should be duly supported by the measurements of work actually done. (All payments shall be subjected to deduction of Income Tax as may be applicable from time to time).

FINAL BILLS / RETENTION MONEY:

38. On completion of the work to the satisfaction of the Company's authorised representative and after clearing the debris, tools, tackles, shoring, centering, materials etc. from the site and obtaining necessary certificates as required from the local authorities, the successful tenderer shall submit his final bill based on the jointly recorded measurements of actual work done.

The final bill of the job done should be raised, unless otherwise agreed by the Corporation in writing, within one month from the date of completion of the total job as per contract. Whether the job has been completed or not will be decided at the sole discretion of the Corporation. Payments of the final bill will be made after adjusting interim payments and retention amount deducted and retained.

38. (a) The Corporation will be entitled to deduct 10% value of all Interim/running bills and in final bills as Retention Money for all jobs exceeding 1,00,000/- and no interest will be paid on money retained by the Company.

The said retention money will be retained for a period of one year and paid to the Contractor after adjusting any dues of the Corporation against the Contractor under the workmanship/materials provided to the Contractor and/or against any other claims for any reason whatsoever under the Agreement which may arise within the said period of the one year. The retention period of one year will commence from the date of the final bill or the date of completion of the job (as reckoned by BPCL) whichever is earlier.

39. The successful tenderer shall not subject or assign any part of the work to another party, without the prior written consent of the Company. In any event the successful tenderer will be solely responsible for the work so sublet or assigned.

40. The Contractor undertakes to ensure due and complete compliance with all laws regulations, rules etc. whether of the Central Government or the State Government or any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the Contractor, whether in connection with the construction work at the site or otherwise. The Employer shall have the right to inspect the records maintained by the Contractor concerning such workman from time to time and the Contractor to produce of the Employer's inspection in order to ascertain whether or not the requirements of all such laws regulations, rules etc. have been complied with by the Contractor. In the event of the any contravention of such laws, regulations rules etc. coming to light whether as a result of such inspection or otherwise, the Employer shall have the right to require the Contractor to effect such compliance within such time as the Employer may prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the Employer then the Employer shall without prejudice to this rights to entitled to withhold from the amount payable to the Contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The Employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the Employer under the contract as result of termination.

41. Special conditions, if any, pertaining to the tender are shown in Tender Schedule.

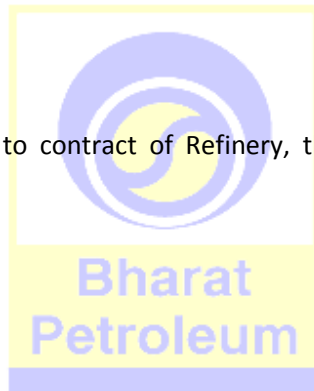
ANNEXURE

- a) Any dispute or differences of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Corporation against the Contractor or regarding any right, liability, act, omission or on account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the Sole Arbitration of the Director (HR) of the Corporation or of some officer of the Corporation who may be nominated by the Director (HR). The Contractor will not be entitled to raise any objection to any such Arbitrator on the ground that the Arbitrator is an Officer of the Corporation or that he has dealt with the matters to which the contract relates or that in the course of this duties as an Officer of the Corporation he had expressed views on all or any other matters in dispute or difference. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (HR) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (HR) designate another person to act as Arbitrator in accordance with the terms of the Agreement to the end and intent that the original Arbitrator shall be entitled to continue the Arbitration proceedings notwithstanding his transfer or vacation of office as an Office of the Corporation if the Director (HR) does not designate another person to act as Arbitrator on such transfer, vacation of office or inability of original Arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director (HR) or a person nominated by such Director (HR) of the Corporation as aforesaid shall act as Arbitrator hereunder. The award of the Arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitrator Act 1940 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the Arbitration proceedings under this clause.
- b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to herein above and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- c) The Arbitrator shall have power to order either of the parties to abide by observe and perform all such directions as the Arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The Arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the Arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitrator Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- d) The parties against whom the Arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross-claim or set off before the Arbitrator

in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of Arbitration to the Director (Marketing) for such counter-claim, Cross-claim or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the Director (Marketing).

- e) The Arbitrator shall be at liberty to appoint, if necessary any Accountant or Engineer or other technical person to assist him and to act by the opinion so taken.
- f) The Arbitrator shall have to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- g) The Arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the Arbitrator's expenses whenever called upon to do so.
- h) (h)The parties hereby agree that the courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any award or awards made by Sole Arbitrator here under shall be failed in the concerned courts in the city of Mumbai only.

Note : In case dispute relating to contract of Refinery, the words "Director (Marketing)" may be replaced by "Director (Refinery)".




Tenderer should mention estimate of time for completing the work shown in the tender.

Weeks/Months:

This is a specific urgent job

Yes/No (Delete which is not applicable).

I/We have read carefully the above terms and conditions of Tender and agree to abide by the same.

	Signature of the Contractor (or his authorised representative)
	Date :
	Name/Seal of the Contractor :
	Address: -----
Bharat Petroleum	

SERVICE LEVEL CONTRACT FOR MAINTENANCE OF MPDS

I. INTRODUCTION:

This document stipulates the Scope of Work of the Supplier / Authorized Service Provider for the maintenance of 2007 Batch GVR MPDs installed at BPCL Retail Outlets under the proposed Comprehensive Annual Maintenance Contract (CAMC). This document includes the Payment Terms, proposed duration of the Contract and the penalty provisions for services not provided by the Supplier / Authorized Service Provider in terms of performance of the MPDs with respect to the response / repair time of the components as described elsewhere in this document.

II. SCOPE OF WORK:

The Scope of Work includes:

a. The Scope of Work will include breakdown maintenance and servicing of all mechanical, electrical, electronic components, sub-assemblies and replacement of faulty parts. All materials / spare parts etc. required for maintenance of the equipment shall be done at the supplier's cost and no expenses will be borne by BPCL except for

items mentioned under Clause VII. It will be the Supplier /Authorized Service Provider's responsibility to replace such excluded spares from their inventory for which supplier / authorized service provider will be paid extra. However, this will be taken into down time calculation.

b. Service requests/call logging will be done through BROMA. In the case of some unavoidable circumstances complaint may be lodged telephonically or through e-mail However, closure of complaint should be done through BROMA only and payment will be effected only after verifying the same.

c. All power handling devices including transformer and power correction / protection will be on separate board (Power/ SMPS card) so as to enable replacement of only Power/SMPS card in the event of any power related failures. BPC has installed high quality UPS at all their ROs, from which power is fed to electronics of MPDs. Hence, the CAMC will cover all items including all electronics. In a nut shell, all spares during CAMC will be on Vendor's account, regardless of the reason for such spares failure. All exceptions to this rule are listed in Clause VII (g).

III. PBG REQUIREMENT / "ZERO" DATE OF CAMC /DURATION OF CAMC:

'Performance Bank Guarantee' (PBG) of 10% of contract value has to be submitted and is to be valid upto 31.03.2014.

The CAMC will come into effect from 01.04.2013 and will be valid upto 31.12.2013.

IV. PAYMENT TERMS:

a. The maintenance charges will be payable per nozzle on monthly basis for nozzles in operation (UNDER USE) as follows:

1. Maintenance charges for total number of nozzles as per Nozzle per month,
2. Service Tax and VAT for CAMC charges will be extra.

b. The Bill/s under this CAMC will be raised on Quarterly basis and the payment will be made within 30 days of submission of the bill with supporting documents.

c. The payment will be made within 30 days of submission of the bills. In case it is delayed, without any valid reasons, compensation to the extent of interest rate 1% per month will be payable by BPCL – Modus Operandi to be finalized.

V. PENALTY CHARGES:

The Supplier / Service Provider shall ensure that the uptime for the MPD supplied is at least 99 %. Penalty charges will be recovered from the supplier /service provider at the rate of Rs 300 per nozzle per day, if the down time exceeds 1%.

This will be calculated on quarterly basis for all the nozzles put together in a RO for the quarter and will be deducted from the Bill.

Calculation will be as under;

$$\text{Downtime (\%)} = (\text{Total downtime of all the nozzles put together, for the RO in days for the quarter}) \times 100$$

Total no of nozzles at the RO x 90 days

Downtime means the time elapsed between logging a call /placing of service request and satisfactory resolution /rectification of nozzles from which sales are closed.

Please refer a case study “B” represented below for 20 nozzles at one RO” for calculating and recovering the penalty charges for the down time of Nozzles from the Supplier/Service Provider.

The concept of calculation and recovery of the penalty charges as shown in the case study would be applicable during Service Level Contract for Maintenance of MPDs.

A Case study is represented below for 20 nozzles at one RO.

Permitted total down time (i.e. 1 %) for the quarter, put together for all the nozzles will be $(20 \times 90) / 100 = 18$ nozzle days

Example 1:

Say- total down time for the quarter is 21 nozzle days.

Therefore, down time is more than 1 % and hence penalty of $(21 - 18) \times 300 = \text{Rs } 900/-$ will be recovered from the supplier/service provider for this particular RO.

Example 2:

Say – total down time for the quarter is 17. Since it is less than permitted down time nozzle days of 18 days, no penalty will be levied for this particular RO.

VI. NON PERFORMANCE DURING CAMC PERIOD:

a. In the event of the Supplier's / Service Provider's performance level is not acceptable to BPCL, during CAMC period, due to competency or down time parameters, BPCL reserves the right to get service done from any other agency. In the event of BPCL

nominating the Service Provider agency, the supplier shall impart necessary training to the Service Provider personnel at their works/ in India at no extra cost to BPCL so that they have the required skill level and competency to provide good maintenance services and support to BPCL during CAMC period.

b. In the event of BPCL appointing the Service Provider for Maintenance of MPDs during the CAMC period as explained under (a) above, the Supplier is bound to supply the spare parts to the Service Provider at the same fixed price which is applicable to the Supplier's Authorised Service Provider.

c. In the event of BPCL appointing a Service Provider, as explained under (a) above, the extra cost i.e. over & above the rate quoted in CAMC, if any, will be borne / paid by Supplier.

VII. CAMC EXCLUSIONS:

a. Any work on equipment casings, including deterioration of glass, fiber acrylic panels, and routine painting of the exterior.

b. Electrical cables external to the MPDs.

c. Buried or inaccessible tanks, runs of pipelines and fittings including non availability of product.

d. Testing of lines and tanks. All modifications to the equipment.

e. All accident-damaged repairs arising as a result of vandalism and damage arising out of natural calamities.

f. Weight & Measures appointments, fee, expenses and penalties, if any.

g. Extended Hoses and reels, Nozzles & nozzles accessories, Breakaway couplings, Swivel, Shear Valves and flexible connectors, and printer consumable and CFL lamps/Tube lights.

h. Repairs/Maintenance of Power Conditioners i.e. UPS.

VIII. TERMINATION OF CONTRACT

In the event of Supplier / Authorised Service Provider failing to carry out the job to the satisfaction of BPCL, BPCL reserves the right to terminate any Contract that has been entered into with the Supplier / Service Provider by giving three months' notice.

Notwithstanding the above, BPCL reserves the right to foreclose the contract without assigning any reason with three months prior notice.

IX. ACCEPTANCE

I hereby accept Scope of Work specified for the CAMC.



SPECIAL TERMS AND CONDITIONS.

I. SCOPE OF WORK :

The Comprehensive Annual Maintenance Contract (CAMC) will cover the preventive as well as the breakdown maintenance of MPDs of 2007 Batch GVR makes. The scope of this CAMC includes

a. Maintenance and servicing of 2007 Batch GVR MPDs at various locations in WESTERN REGION. This will include maintenance of all Mechanical, Electrical and Electronic components and sub assemblies in accordance with the normal maintenance requirement of such equipments.

b. During the period of this CAMC, the Vendor's Representative shall visit the specified Retail Outlets (ROs) at least once every month for carrying out preventive maintenance of the MPDs installed at the ROs. The Preventive Maintenance Checklist should be as per the format attached. The Preventive Maintenance Checklist as per format (Ref. Annexure 1) is to be filled in and signed by the personnel carrying out Preventive Maintenance checks and counter signed by the Dealer. This shall be sent to the respective BPCL Territory Engineer along with the Bill for Payment.

c. The Vendor will carry out breakdown maintenance as and when required/ informed by the Company/ Dealer representative/Territory Office concerned about the status of the unit and arrange for spare parts required, if any, immediately.

d. In case of breakdown maintenance visits, which may be required in addition to the monthly preventive maintenance visit, no extra cost will be paid under this CAMC.

e. The Supplier/ Authorised Service Provider, shall set up Help Desk on 24 hours basis all round the year. Service Requests/ Call Logging will be done anytime during the day. While the logging can be done for 24 hrs through emails but for penalty purposes the exclusions will cover non-working hours (6pm to 9am), Sunday and Holidays, Areas non reachable because of extreme weather conditions & force majeure related causes.

f. The Vendor shall procure and maintain sufficient spare inventory on their own and stock the same at their service offices. This will prevent any unnecessary delay in the response & repair time to the calls logged.

g. In the event of replacement of any faulty part by spare part, the faulty part shall become BPCL's property and the Vendor shall hand over the same to BPCL. Replacement of any part shall be done on the assessment of the need by the Service Engineer in consultation/ confirmation with the BPCL's representative. The Dealer/ Company representative will sign the receipt in acknowledgement of the replacement carried out, on basis of which payment to the vendor will be effected by BPCL. A written consent for replacement/repairs should be obtained from BPCL.

h. The Vendor shall notify the concerned BPCL Territory Office regarding the details of the spare parts immediately after the repair work has been carried out. This advice will form the basis for calculating the payment to be effected towards the cost of these

Spares which are a part of the Spares covering the "Exclusions" given in Clause No. VIII of this Document. For all other Spares, the cost of Spares would be included in the per Nozzle CAMC Charges.

i. A 'Breakdown Rectification Report' shall be sent to the respective BPCL Territory Engineer along with the Bill of Payments. The report shall include the following details:

1. Details of repair work carried out,
2. Root cause for the failure/ fault and methods suggested for preventing the same,
3. Details of parts replaced if any,
4. Date and Time of call logging/Service Request,
5. Date and Time of response by the Vendor
6. Date and Time when rectification was completed by the Vendor,
7. Signature of the personnel attending the call
8. Counter signature of the Dealer/ BPCL representative

A copy of the same shall also be kept at the RO for records.

II. DURATION OF THE CAMC :

The CAMC for the maintenance of GVR MPDs/ DUs will come into effect from 01.04.2013 and will be valid upto 31.12.2013.

The rates should be quoted exclusive of the Service tax and the VAT.

Special Terms & conditions prevail over General terms and conditions

“UNPRICE BID”

AMC for estimated No. of 20,736 pressure type nozzles from 1/4/2013 to 31/12/2013. [GVR to submit a certified list of nozzles (RO wise/ MPD config. Wise and BPCL-WR territory wise)] along with technical bid of this tender.

A) Labour AMC charges

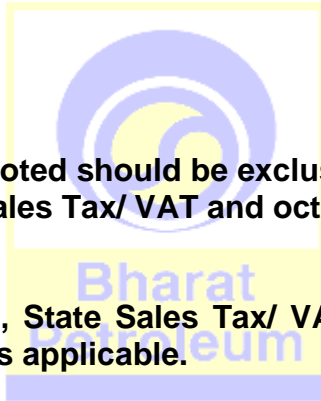
- (1) For pressure type nozzles – Rs. ~~do not quote here~~ per nozzle per month.

B) Spares charges –

- (a) On actual basis – Spare price list to be attached. The list should be valid from 1/4/2013 to 31/12/2013.
- (b) Spares price list for repair charges to be attached. The list should be valid from 1/4/2013 to 31/12/2013.

Note :

- 1. The rates quoted should be exclusive of taxes, namely Service Tax, State Sales Tax/ VAT and octroi, if any.**
- 2. Service Tax, State Sales Tax/ VAT and octroi, if any, will be paid extra, as applicable.**





TENDER NO. CRFQ 1000182578

**INVITATION TO BID : SERVICE LEVEL CONTRACT FOR
MAINTENANCE OF MPDS OF GILBARCO MAKE OF 2007
BATCH IN WESTERN REGION THROUGH E-TENDER:13-14**

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for **CAMC FOR MPD'S OF GVR MAKE OF 2007 BATCH, WR.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization Transparency international (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1)The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles:

(a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

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

Andap...

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

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

Section 2 - Commitments of the Bidder / Contractor/Supplier

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

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

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

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

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

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

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

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



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

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

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

Section 4 - Compensation for Damages

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

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

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

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



Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

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

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

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

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

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

Section 8 - Independent External Monitors

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

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

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



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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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



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

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


.....
For the Principal

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

Place MUMBAI

Witness 1 :
(Signature/Name/Address)

Date 15.03.13

Witness 2 :
(Signature/Name/Address)

Name Address and Contact Number of Independent External Monitor

Mr. Janki Ballabh,
Flat No.605, Versova, Vinayak Co-Op. Hsg. Soc.,
HSG Plot No. 8, Near Versova Telephone Exchange Versova,
Andheri (West), Mumbai 400 053.

Contact no.:91-22-2635 3456 (Residence)
Mobile: (91) 98333 63066