



**CENTRAL PROCUREMENT ORGANIZATION (MKTG) OF  
BHARAT PETROLEUM CORPORATION LIMITED**

**INVITES TENDER ON BEHALF OF**

**BHARAT GAS RESOURCES LTD (BGRL), MUMBAI**

**2 PART BID TENDER FOR  
RATE CONTRACT FOR 2 YEARS FOR PROCUREMENT OF  
600 SCMH MOTOR DRIVEN ONLINE CNG COMPRESSORS  
FOR BGRL CGD NETWORK ACROSS ALL INDIA**

**E-tender no. 62821**

**DUE ON: 18.09.2019 AT 1500 HRS IST  
Prebid meeting on: 27.08.2019 @14:30 HRS IST**

## **NOTICE INVITING TENDER**

Dear Sir/Madam,

### **1 Objective**

We are pleased to invite your most competitive offer for the captioned supply in complete accordance with the tender documents attached herewith. The objective of this tender is to invite technical and commercial proposals from the qualified bidders as per the tender bid qualification criteria and contract will be awarded to the successful bidder(s).

Bharat Petroleum Corporation Ltd. (BPCL) is a MAHARATNA PSU engaged in manufacturing and Marketing of diverse range of Petroleum Products. BPCL is a major Indian Government owned Public sector Oil Company engaged in Petroleum sector. It operates numerous POL Terminals and LPG plants spread all across the country for receipt, storage, handling, dispatch and marketing of petroleum products.

Bharat Gas Resources Limited is a wholly owned subsidiary of BPCL. Natural Gas is being promoted as a clean fuel in the country and BGRL is committed to become a significant player in the future gas market of the country by participation in the development of infrastructure in terms of LNG terminals, Natural Gas Pipelines and City Gas Distribution (CGD) Networks. BGRL has been awarded with 13 number Geographical Areas (GAs) in 9th & 10th City Gas Distribution (CGD) bid round conducted by PNGRB along with the already existing 4 number of GAs.

The estimated tendered quantity details:

<b>BGRL's Location</b>		<b>No of 600 SCMH Compressors</b>
1)	Ahmednagar Aurangabad	18
2)	Sangli Satara	8
3)	Ballari Gadag	4
4)	Bidar	5
5)	Satna Shahdol	2
6)	Bilaspur, Hamirpur & Una	1
7)	Angul & Dhekanal	2
8)	Bargarh, Debagarh & Sambalpur	1
9)	Jagatsinghpur & Kendrapara	2
10)	Jajpur & Kendujhar	3
11)	Saharanpur	2
12)	Yamunanagar	2
13)	Amethi Raibareli & Pratapgarh	1
14)	Rupnagar	2
<b>Total Nos.</b>		<b>53</b>

The above mentioned requirement is for a period of two years on rate contract basis.

**BRIEF SCOPE OF WORK:** The brief scope of work is as follows;

1. Scope includes Design, Engineering, Manufacturing, Inspection, Shop Assembly, Supply, Transportation, Installation, Testing, Commissioning and Performance Acceptance Test

of MOTOR DRIVEN RECIPROCATING CNG COMPRESSOR PACKAGE of 600 SCMH (Total 53 Nos.)CAPACITY FOR VARIOUS CGD PROJECTS ACROSS INDIA as per the specifications and other details given in Volume II of II including supply of Erection and Commissioning spares as required.

2. Supply of Special Tools & Tackles to carry out Erection, Start-up, Commissioning and Maintenance of supplied package.
3. Installation, testing, commissioning and Performance Acceptance Test of the each compressor package after intimation from BGRL.
4. Operation Services during Warranty Period & Nine years after Warranty period.
5. Comprehensive Maintenance Services during Warranty Period & Nine years after Warranty period inclusive of consumables and Spares.

For commencement of execution activities at these GAs, BPCL on behalf of BGRL, invites your most competitive offer for the procurement of 600 SCMH MOTOR DRIVEN ONLINE CNG COMPRESSORS FOR BGRL CGD NETWORK ACROSS ALL INDIA in complete accordance with the tender documents attached herewith.

#### **TYPE and DURATION OF CONTRACT**

- 1.1 This is a Rate Contract for 2 years. Rates will be firm and fixed during the contract period as described below
- 1.2 Supply: The duration of the rate contract shall be 2 years from the date of issuance of FOI/NOTIFICATION OF AWARD.
- 1.3 Operation and Comprehensive Maintenance: The duration for operation & comprehensive maintenance shall be 10 years (1 year during warranty and 9 years post warranty).

2 **Award of contract** would be on **“Overall lowest landed cost basis”**.

3 Bidder shall be required to submit the Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Ten Lakhs) for Indian Bidders & USD 14410/- or Euro 12998 (for foreign bidders), in physical form by the way of demand draft in favour of M/s Bharat Gas Resources Ltd. and payable at Mumbai or by way of Bank Guarantee ( format attached) executed by any scheduled bank approved by Reserve Bank of India, valid for 9 months from due date of opening of tender.

4 **Purchase preference** to Indian MSEs (Micro & Small Enterprises) and **Local Content** shall be applicable as per the Govt of India policy.

5 For the purpose of clarifications, bidders shall send their queries at **within 7 days** from the date of floating of tender or before **pre-bid meeting on 27.08.2019 @ 14:30 Hrs. No further bidder queries shall be replied.**

Your queries should be submitted in excel format as per below template:

S. No.	Tender clause No.	BPCL Specifications & Requirement	Your deviations/ comments/ justifications

6 **Bank Details for SFMS Bank Guarantee (EMD/PBG):**

As per the approved process, Bank has to confirm whether the BG is issued by them, based on BGRL's request. This is to ensure the authenticity of BG received at our end. However, Banks may delay the response, which results in delayed vendor payments against BG. In order to overcome this difficulty, BGRL has tied up with SBI for obtaining Bank Confirmation of BG issuance through Structured Financial Messaging System (SFMS) platform.

Following are the features of Bank Confirmation of BG in SFMS Platform:

- 1) Bidder shall provide BGRL's Bank Account No. & IFSC Code ( Details given below) to their Bank at the time of application for Bank Guarantee in favor of BGRL
- 2) Issuing Bank shall issue the Bank Guarantee & send SFMS message to BGRL Bank confirming the Bank Guarantee as genuine
- 3) BGRL's Bank (SBI) shall in turn send the said SFMS message to BGRLs dedicated email ID basis which BGRL shall consider the said Bank Guarantee as verified by Bank
- 4) Once the above process is completed, BGRL shall proceed with the release of payment to vendors which is due against the said Bank Guarantee.

Hence, all the bidders are requested to submit SFMS Bank Guarantee. BGRL's Bank Details for issuance of SFMS Bank Guarantee are as follows.

**Name of Bank: State Bank of India**

**Branch: CAG Branch, Mumbai**

**Account No: 37824632522**

**IFSC Code: SBIN0009995**

7 **This tender document** consists of the following annexures, which are enclosed:

Sr. No.	Description	Page no.	Bidding Form provided in the E-Tender
<b>Part 1</b>	<b>Techno-Commercial Bid</b>		
1	Notice Inviting Tender (NIT)	2	For information and acceptance only.
2	General Instructions to bidders for e-tendering	14	For information and acceptance only.
3	General Purchase Conditions (GPC)	16	For information and acceptance only.
4	Formats for Bank Guarantee for PBG	36	For information and acceptance only.
5	Special Purchase Conditions (SPC)	38	Mandatory Bidding form is provided in the E-tender for bidding. Please ensure that you mention all the details/acceptance pointwise, including the delivery period. Any deviation to the commercial terms should be mentioned in the bidding form provided for Deviations only.
6	Special Conditions of Contract (SCC)	47	Mandatory Bidding form is provided in the E-tender for uploading a duly signed copy in the given tender format.

7	Integrity Pact	70	Mandatory Bidding form is provided in the E-tender for uploading a duly signed copy in the given tender format.
8	Bid Qualification Criteria	76	Mandatory Bidding form is provided in the E-tender for comments and uploading necessary documents as per criteria duly verified in the given tender format
9	Format for Undertaking of not being on a Holiday List	79	Mandatory Bidding form is provided in the E-tender for uploading a duly signed copy in the given tender format on bidder's letterhead.
10	Format for Undertaking for not being under Liquidation	80	Mandatory Bidding form is provided in the E-tender for uploading a duly signed copy in the given tender format on bidder's letterhead.
11	Format for TPIA certificate	E-tender	Tender format Supply Capability certificate to be submitted for BQC Criteria
12	Format for supply quantity	E-tender	Tender format for TPIA certificate to be submitted for BQC Criteria
13	PPLC policy document	E-tender	Annexure and Bidding form for PPLC document to be submitted for claiming the Purchase preference as per tender terms.
14	General Conditions of Contract	E-tender	For information and acceptance.
15	Relationship with BPCL Directors	E-tender	Mandatory Bidding form is provided in the E-tender for bidding. Please ensure that you mention all the details/document/acceptance pointwise.
16	Technical Specifications/Data Sheets of the tendered items	E-tender	Mandatory Bidding form is provided in the E-tender for bidding. PDF document uploaded separately for reference. Please ensure that you mention all the details/acceptance pointwise. Any deviation to the technical specifications should be mentioned in the bidding form provided for Deviations only.
17	Form for Deviations (if any)	E-tender	Mandatory Bidding form is provided in the E-tender for bidding. Please ensure that all your deviations are mentioned here only. Any deviation mentioned elsewhere shall not be considered in the evaluation.
<b>Part 2</b>	<b>Price bid: Price bid shall have to be submitted online in the respective price bid form/s provided in the tender.</b>		
18	Price bid form (Bidding form is provided in the E-tender)	E-tender	Mandatory Bidding form is provided in the E-tender for bidding. Please ensure that all your prices are mentioned here only. Any prices/costs mentioned elsewhere shall not be considered in the evaluation. PDF document enclosed separately for reference.
NOTE:	1. In case of a dispute between the General Purchase Conditions and Special Purchase Conditions, the Special Purchase Conditions shall prevail.		

	2. In case of a dispute between the General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail.
	3. A Mandatory Bidding form for acceptance of entire tender document is provided in the E-tender. Kindly ensure that you accept the same.
	4. In the Tender document, wherever 'BPCL' or 'Bharat Petroleum Corporation Ltd.' is mentioned, please consider it as 'Bharat Gas Resources Ltd (BGRL)'.

- 8 All the documents associated with Techno-Commercial bid (consisting of all the aforementioned Annexures and documents uploaded) and price bid shall form the part of the tender. **The entire bid shall be submitted online only.** General Instructions to bidders for e-tendering are as given in this tender. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Bidders are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of any doubt, the written clarifications should be obtained through email only, before the **Pre-Bid meeting on 27.08.2019 @ 14:30 HRS IST**, but this shall not be a justification for request for extension of due date for submission of bids.
- 9 Bidders shall also have to essentially sign and upload an **Undertaking of not being on a Holiday List** in the tender format for participating in this tender.
- 10 Your online bid should be submitted on or before the due date of this tender **viz. 18.09.2019 @ 1500 HRS IST.**
- 11 Materials are required to be supplied as specified in the tender document, specifications / Bill of quantities. The details of specifications of materials required to be procured is enclosed along with this tender document. Vendor is requested to submit their bids taking full notice of all the technical specifications, terms and conditions, forms & attachments to this tender. Bids must be through e-tendering system only and must be filled up by the authorized and competent authority of your firm.
- 12 This is an e-tender. Please visit the website **<https://bpclproc.in>** for participating in this tender and submitting your Techno-commercial and Price bids online. The bid documents are to be submitted online thru e-proc portal only. All the bids shall be opened online. **Corrigendum/Addendums** if any will be provided against e-tender on bpclproc site only.
- 13 The e-tender is floated in Two Part Bid through E-Tender system, consisting of Bid Qualification Criteria (BQC) , Technical plus Commercial and Price Bids , all floated together. Each page of bid documents meant for uploading by the bidder is to be duly signed & stamped before uploading the same. Information pertaining to Particulars of Tenderers and Relationship with Directors and unpriced bids shall have to be filled online.
- 14 Price bid is enclosed with this e-tender document. Price bid shall have to be submitted online in the appropriate form/s provided.
- 15 Foreign bidder must quote in USD or EURO only. To facilitate evaluation & comparison, BPCL shall convert all Bid prices of foreign Bidder expressed in the amounts in USD or EURO in which Bid price is payable, to Indian Rupees at the latest available Exchange rate published by Reserve Bank Of India (RBI) or their outsourced agency, as on the date of opening of price-bids. In case, exchange rate is not available in RBI or their outsourced agency website,

alternative sources viz. Economic Times, State Bank of India website etc. shall be considered for all the currencies.

- 16 Bidder should qualify in BQC, Technical & Commercial bids, in order that their price bid can be opened. Bid Qualification Criteria, Technical & Commercial evaluation will be carried out before price bid opening. Only Price bids of those bidders, who qualify in the BQC, Technical & Commercial bids, will be opened.
- 17 The Vendors shall be in a position to produce further information as and when required by BPCL. BPCL, at its discretion reserves the right to verify information submitted and inspect the manufacturer facilities to confirm their capabilities. The vendors should have required clearance from all statutory authorities as applicable.
- 18 The placement of orders & further activities pertaining to order/s fulfilment will be undertaken by the user department.
- 19 The bids submitted should be valid for Six months from the due date of tender for our acceptance. A bid valid for a shorter period shall be considered as non-responsive and rejected by the Owner. Notwithstanding above, the Owner may solicit the Bidder consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing.
- 20 Once the offer is accepted, it will remain firm till completion of contracts/orders.
- 21 Bids should be submitted positively by the due time & date as mentioned in this tender. The e-portal system time, in Indian Standard time, will be the time to be considered.
- 22 We request the bidder to carefully go through all tender documents before submitting the offer. Please note that any exceptions or deviations to the tender document is necessarily to be recorded in the deviation statement attached only. Any exceptions/deviations brought out elsewhere in the bid shall not be considered.
- 23 The bidders may be invited for a presentation to BPCL during techno-commercial evaluation before price bid opening.
- 24 The bidders to provide their bank details / PAN / tax Registration numbers/ as applicable for updating vendor master file. You are also requested to keep us informed of any change in address / status of your business /contact details including email address etc.
- 25 GOVERNING LAWS: The laws of Union of India shall govern all matters concerning the tender. Any issue arising related to the tender or the selection process shall be adjudged by the courts in Mumbai, India.
- 26 BPCL alone reserves the right to accept or reject, any or all tenders received at its absolute discretion without assigning any reason whatsoever.
- 27 A Pre-bid meeting is scheduled at the office of BPCL, Sewree, Mumbai. All prospective bidders can participate in the same.
- 28 The purpose of the pre-bid meeting is to clarify any doubts of the BIDDER on the interpretation of the provisions of tender.

- 29 Bidder(s) are requested to submit their queries, mentioning form name, clause no. & clause by a letter / e-mail to our office as per schedule in order to have fruitful discussions during the meeting.
- 30 All the Bidder(s) are requested to attend the pre-bid meeting to be held at BPCL Office as per schedule.
- 31 Earnest Money Deposit (EMD) ( also referred to as Bid Security/EMD): You shall be required to submit the Earnest Money Deposit (EMD) as mentioned in tender, if applicable in physical form by the way of demand draft or bank guarantee drawn on any Nationalised or scheduled bank in favour of M/s Bharat Gas Resources Ltd. and payable at Mumbai at our office in a sealed cover addressed to Procurement Leader Gr 3, with following boldly super-scribed on the outer cover:
- CRFQ number
  - Item
  - Closing date/Time
  - Name of the tenderer

It should be sent by Registered Post/Courier to the following address so as to reach before the due date & time of the tender. BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc. for any reason what-so-ever. Bid received without the EMD if applicable is liable to be rejected. A photocopy of the instrument of EMD to be duly signed & stamped and uploaded against relevant heading in tender.

Office Address: CPO-MKTG, Bharat Petroleum Corp. Ltd. 'A' Installation, Sewree Fort Road, Sewree-East, Mumbai-400015.

Addressed to : Mr. Gitesh Borde, Sr. Manager Procurement, CPO (MKTG) or  
Mr. Abhinav Neb, Mgr Procurement (Gas), CPO BGRL  
Mr. Ajoy Sarkar, Procurement Leader, CPO (MKTG).

The Bid Security/EMD is required to protect the Owner against the risk of Bidder's conduct, which would warrant the security forfeiture.

The bids without requisite EMD will not be considered and bids of such bidder Bidder(s) shall be rejected. The bidders not submitting EMD by due time & date shall be rejected & their bids shall not be evaluated further.

Firms registered with National Small Scale Industries Corporation (NSIC)/ Ministry of MSME of India for the item in tender are exempted from submission of Bid Security/EMD. Vendor has to upload the necessary documents such as NSIC Certificate /Udyog Aadhaar/ EM-II Certificate etc. valid as on due date of tender to claim exemption for Earnest Money Deposit.

Bidders are advised to instruct their banks not to post EMD directly to Owner as the same has to be submitted to us before e-bid submission due time & date.

The Bid Security/EMD may be forfeited:

- i) If a Bidder withdraws/alters his bid during the period of bid validity or
- ii) In the case of a successful Bidder, if the Bidder fails or refuses to accept the contract/Purchase Order in accordance with agreed terms and conditions or



iii) if a Bidder changes the proposed manufacturer after submission of Bid.

Unsuccessful Bidders Bid Security/EMD without any interest will be discharged/ returned as promptly as possible as but not later than 60 days after the expiry of the period of bid validity prescribed by the Owner. The successful Bidder's Bid Security/EMD if any, without any interest will be discharged, upon the Bidder accepting the contract.

EMD by way of DD or Bank Guarantee shall be submitted by all bidders (including Bidders registered with BPCL). Exemption for this would be in line with govt. policy for MSE/NSIC Vendors.

- 32 The bidder shall bear all costs associated with the preparation and submission of the bid and BPCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 33 BPCL is not responsible for any delays from bidder end.
- 34 BPCL reserves the right to make any changes in terms and conditions of tender before due date of bid submission and to reject any or all bids received incomplete. BPCL reserves the right to change the quantity tendered.
- 35 BPCL reserves their right to negotiate the quoted prices with lowest bidder.
- 36 Vendors would be qualified based on data and documents provided by them and based on information available with BPCL with regard to their credentials. Owner decision on any matter regarding short listing of vendors shall be final and any bidder shall not enter into any correspondence with owner unless asked for.
- 37 The vendors who are on holiday list by BPCL, MOPNG, Oil Public Sector Undertaking (PSU) will not be considered.
- 38 Tenderers shall also have to essentially sign an Integrity Pact (IP), for participating in this tender. The salient points to be noted in regard to IP are:

Proforma of Integrity Pact shall be uploaded by the Tenderer along with the bid documents duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Tenderer's failure to upload the IP duly signed along with the bid document shall result in the bid not being considered for further evaluation.

If the tenderer has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Tenderer Price reduction amount by forfeiting the EMD/Performance Guarantee as per provisions of the Integrity Pact.

If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity pact, BPCL shall be entitled to demand and recover from contractor, Price reduction amount by forfeiting the Performance Guarantee amount as per provisions of the Integrity Pact.

Tenderers may raise disputes/complaints, if any, with the nominated Independent External Monitor.

- 39 All the tender documents and Annexures, Techno-commercial details and Price Bids shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory. The authorized signatory shall be:
  - I. Proprietor in case of proprietary concern.
  - II. Authorized partner in case of partnership firm.
  - III. Director, in case of a limited Company, duly authorized by its board of directors to sign.
  - IV. If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document
- 40 Online submission of the tender shall be considered as token of having read, understood and totally accepted all the terms and conditions.
- 41 The bidder is expected to examine all instructions, forms, attachments, terms and specifications in the tender document. The entire tender document together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidder, unless deviations are specifically stated seriatim by the bidder. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at bidder's risk and may result in the rejection of his bid.
- 42 Bidders in their own interest shall ensure that they submit their e-bid, complete in all respects, well within the specified bid due date and time. No relaxation shall be given for delay due to any unforeseen event in submission of bid.
- 43 At any time prior to the bid due date, we may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document. The amendment will be notified through e tender portal to all prospective Bidders and will be binding on them. In order to afford prospective Bidder, reasonable time to take the amendment into account in preparing their bids, we may, at our discretion, extend the bid due date.
- 44 The bid prepared by the Bidder and all correspondence/ drawings and documents relating to the bid exchanged by Bidder and the Owner shall be written in ENGLISH language, 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.
- 45 Declaration with the bid qualification criteria that bidder has not been banned or delisted by any Government or quasi Government agencies or Public Sector Undertaking (PSU) as per declaration format (provided as attachment under declaration format) of the tender document should be downloaded & then suitably filled, signed, stamped & uploaded against relevant heading.
- 46 Bidders are advised to submit bids based strictly on the terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Each Bidder shall submit only one bid. A Bidder who submits more than one bid will be rejected.
- 47 The Owner may, at its discretion, extend the bid due date, in which case all rights and obligations of the Owner and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

- 48 Telex/Telefax/ E-mail/postal offers will not be considered and shall be rejected.
- 49 No bid shall be modified subsequent to the due date & time or extension, if any, for submission of bids. Bidder(s) to note that Price changes after submission of bid shall not be allowed. In case any bidder gives revised prices/price implication, his bid shall be rejected. 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. No suo motu reduction in prices quoted by bidder shall be permitted after opening of the bid. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid (s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for evaluation of prices but shall be binding on the bidder in case he happens to be a successful bidder for award of work.
- 50 Bids that do not meet the Bid qualification criteria as specified in the bid document shall be rejected. A bid with incomplete scope of work and/or which does not meet the technical requirements as specified in the bid document, shall be considered as non-responsive and rejected. Conditional bids will be liable for rejection.
- 51 The Owner 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.
- 52 The experience details and financial & technical capabilities of the Bidder(s) shall be examined to determine whether the Bidder(s) offer meets the Bid Qualification criteria mentioned. To assist in the examination, evaluation and comparison of Un-priced bids, the Owner may, at its discretion, ask the Bidder clarifications on the bid. The request for such clarifications and the response thereto shall be in writing. Prior to the evaluation and comparison of the bid, the Owner will determine the substantial responsiveness of each bid to the bidding documents.
- 53 Prior to the expiration of period of bid validity, the Owner will notify the successful Bidder in writing or by email, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract. Delivery Period shall be counted from the date of notification of award (Letter/Fax/e-mail of Intent).
- 54 Any efforts by a Bidder to influence the Owner/ in the Owner bid evaluation, bid comparison or contract award decisions may result in the rejection of their bid.
- 55 VERIFICATION BY OWNER: All statements submitted by Bidder regarding experience, manpower availability, equipment and machinery availability etc., are subject to verification by the Owner either before placement of order or after placement of order. If any data submitted by the Bidder at the bid stage is found to be incorrect, the offer is liable to be rejected or the Contract/order is liable to be terminated.
- 56 The relevant WCT/TDS if & as applicable will be deducted from the charges quoted by the successful bidder.
- 57 It is for the Bidder to assess and ascertain the Tax rate applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of tax/duty/cess which is based on Bidder's wrong assessment / interpretation of applicability of such tax/duty/cess. For Services such as installation, commissioning activities, bidder's quoted

prices shall be inclusive of taxes applicable till complete execution of the order/contract and Owner shall not have any liabilities, whatsoever on this account. Variation, for any reason including, Statutory levies will be vendor's account. Bidder shall quote rate of Tax on the quoted charges. Bidder shall ensure that invoice(s) shows the tax component separately and is issued in accordance with the applicable Tax Rules. Octroi /Entry tax, if applicable in India shall be directly paid by the vendor, which shall be reimbursed by Owner at actuals on submission of documentary proof. BPCL shall not be liable, in case the tax authorities assess the tax elements in a different way on account of any reason, whatsoever. Taxes and duties other than those specified in this document, if any, shall be included in the quoted prices and no reimbursement shall be made by BPCL. Owner's liability with respect to taxes and duties will be restricted to the Tax as quoted by the bidder. Any new or additional taxes or duties levied by statutory authorities during contract shall be borne by the bidder.

- 58 **ISSUE OF CONTRACT/ PURCHASE ORDER:** After the successful Bidder has been notified that his bid has been accepted, BGRL CPO will send to such Bidder a detailed contract/LOI incorporating all the terms and conditions agreed between the parties. Within 7 days of receipt of the detailed contract/LOI, the Bidder shall sign and return to the Owner the duplicate copy of the contract/LOI as a token of their Acknowledgement. The contract/LOI will be issued by BGRL CPO & Call-off orders/purchase orders will be issued by CGD Heads of respective Geographical Areas (GAs).

**Supply shall be against Call- Off orders/Purchase Orders. Delivery period shall be counted from the date of Call-Off orders/Purchase Orders.**

- 59 **Grievance Redressal Mechanism:** Bharat Petroleum Corporation Limited (BPCL) has developed the Grievance Redressal Mechanism to deal with references/ grievances, if any, that is received from bidders who participated / intends to participate in the Corporation tender. The details of the same are available on our website [www.bharatpetroleum.in](http://www.bharatpetroleum.in).
- 60 It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 61 In case a Start-up is interested in supplying a tendered item but does not meet the Pre-Qualification Criteria(PQC)/Proven Track Record (PTR) of prior Turnover norm as indicated in the tender document, the Start-up may be requested to write a detailed proposal separately and not against the present tender requirement, to the tender issuing authority about its product. Such proposal should be accompanied by relevant documents in support of Start-ups as under :
- I. Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI.
  - II. Certificate of Incorporation/ Registration.
  - III. Audited P&L Statement of all the financial years since incorporation.
  - IV. In case where balance sheet has not been prepared, bidder shall submit a certificate in Original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Year Since incorporation along with declaration stating the reason for not furnishing the audited P&L statement. The Certificate shall be endorsed by Chartered Accountant/ Statutory Auditor.

- 62 By submitting the bid, the bidder undertakes as under:  
I/we hereby undertake that the statements made herein/information given in the bids through e-tendering system/annexures/forms/uploaded documents referred are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling BPCL to avoid any resultant contract.  
I/we further undertake as and when called upon by BPCL to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.
- 63 For any clarification on e-tendering / training / uploading of document on e-procurement site, please contact our service provider M/s E-procurement Technology Ltd. on below numbers.  
Phone: 02224176419  
E-mail:support@bpclproc.in,mumbai.support@eptl.in  
HELP DESK NOS: 91-79-40016848, 40016818.
- 64 For any queries / clarifications on tender technical specifications / commercial points and other terms and conditions of the tender please contact:  
Mr. Gitesh Borde, Sr. Manager Procurement, CPO (MKTG), CONTACT NO: 91-22-24176220, 922243818 (M), EMAIL: [giteshgangadhar@bharatpetroleum.in](mailto:giteshgangadhar@bharatpetroleum.in)
- 65 In case, you are not satisfied with the clarification of doubts, you may escalate the query To:  
Mr.Ajoy Sarkar, Procurement Leader, CPO (MKTG). CONTACT NO: 91-22-24176412, 9819971906 (M), EMAIL: [sarkara@bharatpetroleum.in](mailto:sarkara@bharatpetroleum.in)
- 66 Office Address: CPO-MKTG, Bharat Petroleum Corp. Ltd. 'A' Installation, Sewree Fort Road, Sewree-East, Mumbai-400015.
- 67 Contact details of Independent External Monitors (IEM) **for Complaints and Disputes regarding the tender only:**

Shri. Vikram Srivastava	Shri. Virendra Bahadur Singh	Shri. Sudhir Chowdhary
ADDRESS	ADDRESS	ADDRESS
E-202, Second Floor , Greater Kailash Part 2, New Delhi - 110048	H.No. B-5/64, Vineet Khand, Gomati Nagar, Lucknow - 226010	Flat No. 203, Adarsh CGHS Ltd. Plot No. 67, Sector – 55, Gurugram
<a href="mailto:vikramsrivastava1973@gmail.com">vikramsrivastava1973@gmail.com</a>	<a href="mailto:vsinghips@gmail.com">vsinghips@gmail.com</a>	<a href="mailto:Sudhirchowdhary38@yahoo.com">Sudhirchowdhary38@yahoo.com</a>
Mob. No. 09810642323	Mob. No. 8853760730	Mob. No. 9416045656

Thanking you,

Yours faithfully,

**for Bharat Petroleum Corporation Ltd.**

**Ajoy Sarkar**  
**Procurement Leader**

## General Instructions to bidders for e-tendering

1. Interested parties may download the tender from BPCL website (<http://www.Bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpcleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcleproc.in>.
  2. For registration on the e-tender site <https://bpcleproc.in>, you can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator [vendoradmin@bpcleproc.in](mailto:vendoradmin@bpcleproc.in) with a copy to [support@bpcleproc.in](mailto:support@bpcleproc.in) for approval. Once approved, bidders can login in to the system as and when required.
  3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**
- In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79 4001 6868 for obtaining the digital signature certificate.
4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcleproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
  5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
  6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
    - (i) Vendors are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest, if not done earlier.
    - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
    - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. **In case vendor is not able to complete**

**the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

(iv) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.

(v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

(vi) No manual bids/offers along with electronic bids/offers shall be permitted.

7. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.

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

9. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. In case of any clarification pertaining to e-procurement process and system related issues, the vendor may contact **M/s. E-Procurement Technologies Ltd at contact no. Tel: +91 79 40270573 followed with an e-mail to id support@bpclproc.in.**

## General Purchase Conditions

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

### **I N D E X**

1. DEFINITIONS
2. REFERENCE FOR DOCUMENTATION
3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
4. LANGUAGE OF BID
5. PRICE
6. TAXES AND DUTIES
7. INSPECTION
8. SHIPPING
9. INDIAN AGENT COMMISSION
10. ORDER AWARD / EVALUATION CRITERIA
11. CONFIRMATION OF ORDER
12. PAYMENT TERMS
13. GUARANTEE/WARRANTY
14. PERFORMANCE BANK GUARANTEE
15. PACKING & MARKING
16. DELIVERY
17. UNLOADING AND STACKING
18. TRANSIT INSURANCE
19. VALIDITY OF OFFER
20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE
21. RISK PURCHASE CLAUSE
22. FORCE MAJEURE CLAUSE
23. ARBITRATION CLAUSE
24. INTEGRITY PACT (IP)
25. RECOVERY OF SUMS DUE
26. CONFIDENTIALITY OF TECHNICAL INFORMATION
27. PATENTS & ROYALTIES
28. LIABILITY CLAUSE
29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT
30. COMPLIANCE OF REGULATIONS
31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT
32. NON-WAIVER
33. NEW & UNUSED MATERIAL
34. PURCHASE PREFERENCE CLAUSE
35. CANCELLATION
36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION
37. ASSIGNMENT
38. GOVERNING LAW
39. AMENDMENT
40. NOTICES
41. POLICY ON HOLIDAY LISTING
42. ORDER OF PRECEDENCE FOR PURCHASES
43. TERMINATION FOR CONVENIENCE



## GENERAL PURCHASE CONDITIONS

### 1. DEFINITIONS:

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

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

### 2. REFERENCE FOR DOCUMENTATION:

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

3. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**  
The right to accept the tender will rest with the Owner.
4. **LANGUAGE:**  
The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only.
5. **PRICE:**  
Unless otherwise agreed to the terms of the RFQ, price shall be:  
Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.
6. **TAXES AND DUTIES:**  
All vendors shall have VAT / CST/GST/Service tax registration in the concerned State and vendor shall quote their TIN number in the quotation.
- 6.1. **EXCISE DUTY:**
- 6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor's account.
- 6.1.2. In case Excise Duty is not applicable at present: Excise duty due to change in turn over is not payable. If applicable in future, the same will be borne by vendor.
- 6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.
- Vendor shall ask the transporter of the goods to hand over the copy of excise invoice (transporter's copy) at the time of delivery of goods at owner's site.
- 6.2. **SALES TAX/ VAT/GST:**
- 6.2.1. Sales Tax as applicable at the time of delivery within scheduled delivery period will be payable by BPCL. Vendor shall give details of local sales tax and/ or central sales tax currently applicable in their offer. The rates applicable for "CST without form C", "CST with form C" and "VAT" shall be clearly indicated.
- 6.2.2. Input VAT Credit may be claimed by BPCL, wherever applicable. Vendor shall submit the TAX invoice.
- 6.3 **SERVICE TAX:** All vendors shall have service tax registration wherever applicable. BPCL may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall submit the TAX invoice. Vendor is required to furnish serially numbered and signed invoice / bill / challan containing the following details:
- Name, address and registration number of the service provider  
Name and address of person receiving taxable service  
Description, classification and value of taxable service provided

## Service Tax Payable

### **6.4 FREIGHT AND OCTROI:**

6.4.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.

6.4.2. Octroi and entry taxes, if any, shall be invoiced separately and shall be re-imbursed by BPCL at actuals after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

**6.5. NEW STATUTORY LEVIES:** All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.

**6.6 VARIATION IN TAXES/ DUTIES:** Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.

**6.7 INCOME TAX (WITHHOLDING TAX):** In the case of avilment of services from Non Resident Vendors who are claiming benefits offered under the Double Taxation Avoidance Agreements signed by India with the Government of the other country (i.e. the country of the Vendor), such Non Resident Vendors are required to provide the Tax Residency Certificates at the time of submission of Bid documents. The Tax Residency Certificates shall contain the following details:

- a) Name of Vendor (assessee);
- b) Status (Individual, Company, firm etc.) of assessee;
- c) Nationality (in case of individual);
- d) Country or specified territory of incorporation or registration (in case of others);
- e) Assessee 's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
- f) Residential status for the purpose of tax;
- g) Period for which the certificate is applicable; and
- h) Address of the applicant for the period for which the certificate is applicable.

The Tax Residency Certificate shall be duly verified by the Government of the Country or the specified territory of the assessee of which the assessee claims to be a resident for the purposes of tax.

### **7. INSPECTION:**

7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.

7.2. Scope of Inspection shall be as per RFQ. Materials shall be inspected as per scope of inspection by TPIAs which are registered under "NABCB accredited bodies as per

requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website as on the date of Inspection of Goods. The link is a below:

[http://nabcb.qci.org.in/accreditation/reg\\_bod\\_inspection\\_bodies.php](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php)

- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/ scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/ inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

## **8. SHIPPING:**

- 8.1 **SEA SHIPMENT:** All shipment of materials shall be made by first class direct vessels, through the chartering wing, Ministry of Surface Transport as per procedure detailed hereunder. The Foreign Supplier shall arrange with Vessels Owners or Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate and to avoid any over carriage at the port of discharge. All shipment shall be under deck unless carriage on deck is unavoidable.

The bills of lading should be made out in favour of 'Bharat Gas Resources Limited or order'.

All columns in the body of the Bill of Lading namely marks and nos., material description, weight particulars etc., should be uniform and accurate and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount etc. clearly and separately. The net total freight payable shall be shown at the bottom.

**SHIPPING DOCUMENTS:** All documents viz. Bill of Lading, invoices, packing list, freight memos, country of origin certificates, test certificate, drawings and catalogues should be in English language.

In addition of the bill of lading which should be obtained in three stamped original plus as many copies as required, invoices, packing list, freight memos, (if the freight particulars are not shown in the bills of lading), country of origin certificate, test/ composition certificate, shall be made out against each shipment in as many number of copies as shown below.

The bill of lading, invoice and packing list specifically shall show uniformly the mark and numbers, contents case wise, country of origin, consignees name, port of destination and all other particulars as indicated under clause 2. The invoice shall show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars actual contents in each case, net and gross weights and dimensions, and the total number of packages. All documents should be duly signed by the Vendor's authorised representatives.

In the case of FOB orders, shipping arrangements shall be made by the Chartering Wing of the Ministry of Surface Transport, New Delhi through their respective forwarding agents. The names and addresses of forwarding agents shall be as per Special Purchase Conditions. Supplier shall furnish to the respective agents the full details of consignments such as outside dimension, weights (both gross and net) No of packages, technical description and drawings, name of supplier, ports of loading, etc. 6-weeks notice shall be given by the supplier to enable the concerned agency to arrange shipping space.

The bill of lading shall indicate the following:

Shipper: Government of India

Consignee: Bharat Gas Resources Limited

In case of supplies from USA, Export Licences, if any required from the American Authorities shall be obtained by the U.S. Suppliers. If need be assistance for obtaining such export licences would be available from India Supply Mission at Washington.

**8.2 AIRSHIPMENT:** In case of Airshipment, the materials shall be shipped through freight consolidator (approved by us). The airway bill shall be made out in favour of BHARAT GAS RESOURCES LIMITED.

**TRANSMISSION OF SHIPPING DOCUMENTS:** Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading as quickly as possible after the shipment is made, and airmail as shown below so that they are received at least three weeks before the Vessels arrival. Foreign Supplier shall be fully responsible or any delay and/ or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

If in terms of letter or otherwise, the complete original set of documents are required to be sent to BPCL through Bank the distribution indicated below will confine to copies of documents only minus originals.

<b><u>Documents</u></b>	<b><u>BPCL (Mumbai)</u></b>
Bill of Lading	4 (including 1 original)
Invoice	4
Packing List	4

Freight Memo	4
Country of Origin Certificate	4
Third party inspection certificate	4
Drawing	4
Catalogue	4
Invoice of Third Party	4

for inspection charges whenever applicable.

**9. INDIAN AGENT COMMISSION:**

Any offer through Indian agents will be considered only after authorization mentioning them as Indian agents, is received from Vendor. Indian agents commission if applicable will be payable only in Indian currency. Indian agents should be registered with Directorate General of Supplies and Disposals, Government of India and agency commission will be payable only after registration with DGS&D, New Delhi.

**10. ORDER AWARD/ EVALUATION CRITERIA:**

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, Excise Duty, Sales Tax, Freight, Inspection, Octroi, Supervision of Installation & Commissioning and other taxes & levies, loading etc, if any, reduced by cenvat/vat credit as applicable.

**11. CONFIRMATION OF ORDER:**

The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.

**12. PAYMENT TERMS:**

12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.

12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.

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

- a) Invoice
- b) Excise invoice
- c) The Lorry Receipt of the consignment
- d) Packing list for the consignment
- e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
- f) Manufacturers Test/Composition Certificate, wherever applicable
- g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
- h) Guarantee/Warranty Certificate(s), wherever applicable.
- i) Original Receipt for Octroi/other statutory levies as applicable.
- j) Performance Bank Guarantee as applicable.

**13. GUARANTEE/ WARRANTY:**

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 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. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warranty on the parts, components, fittings, accessories etc. so repaired and / or replaced.

**14. PERFORMANCE BANK GUARANTEES:**

- 14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure-I.

In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.

In the case of imports, the Supplier shall furnish the Performance Bank Guarantee (as per Annexure-I) through the following:

- (a) Branches of Indian scheduled banks operating in their Country.
- (b) Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/ India.
- (c) Indian branches of foreign banks.
- (d) Foreign bank operating in their Country counter guaranteed by their Indian branch.

However, in respect of (c) and (d) above, the Indian branch of foreign banks should be recognized as scheduled bank by Reserve Bank of India.

14.2. If Vendor wants to submit the PBG at Contract level to avoid multiple number of PBG (i.e. PBG issued against every purchase/ call off order) then the validity of PBG will be calculated as mentioned below:

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

14.3 You may use following Bank details for SFMS PBG:

Name of Bank: State Bank of India

Branch: CAG Branch, Mumbai

Account No: 11083980831

IFSC Code: SBIN0009995

## **15. PACKING & MARKING:**

### **15.1 PACKING:**

15.1.1 Packing shall withstand the hazards normally encountered with the means of transport for the goods of this purchase order including loading and unloading operation both by crane and by pushing off.

In the case of imports, all equipments/ materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservice upto the final point of destination.

Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15") for material originating from the contracting countries to the International Plant Protection Convention or the members of Food & Agriculture Organization. Material from non-contracting parties would have to be accompanied by a phytosanitary certificate of the treatment endorsed. The Custom Officer at Indian Port shall not release the material without appropriate compliance of the above provisions w.e.f. 01.11.2004.

15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.

15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.

15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.



15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.

15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.

15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.

15.1.8 All delicate surfaces on equipment/ materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.

15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.

15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.

15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.

15.1.12 Wherever required, equipment/ materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.

15.1.13 Pipes shall be packed as under:

- (a) Upto 50mm NB in wooden cases/ crates.
- (b) Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
- (c) Above 100mm NB in loose.

- 15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.
- 15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing. In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.
- 15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.

All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" both in English/ Hindi Languages.

In the case of imports, a distinct colour splash in say red black around each package crate/ bundle shall be given for identification.

- 15.1.19 Along with the packed material, supplier should attach material list, manuals/instructions and also the Inspection certificate/ release note, wherever applicable.

**15.2. MARKING:** The following details to be written on the side face of packing:

- a) Purchase Order Number
- b) Vendor Name
- c) Batch no with manufacturing date
- d) Procedure (in brief) for handling
- e) Date of dispatch etc.

- 15.3 IMPORTED ITEMS: On three sides of the packages, the following marks shall appear, clearly visible, with indelible paint and on Vendor's care and expenses.

**BHARAT GAS RESOURCES LIMITED**

(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Gas Resources Limited  
(With detailed address as given in Special Purchase Conditions)

Order No.: Rev. No.:

Item :  
Equipment Nomenclature :  
Net weight : Kgs.

Gross weight : Kgs.  
Case No. : of Total cases:  
Dimensions :  
Import License No. :

**NOTE:**

Marking shall be bold - minimum letter height 5 cm. For every order and every shipment, packages must be marked with serial progressive numbering.

Top heavy containers shall be so marked either Top Heavy or Heavy Ends.

When packing material is clean and light coloured, a dark black stencil paint shall be acceptable. However, where packaging material is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before applying the specific markings.

In case of large equipments like vessels, heat exchangers, etc. the envelope containing the documents shall be fastened inside a shell connection, with an identifying arrow sign "documents" using indelible paint.

**16. DELIVERY:**

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

**17. UNLOADING AND STACKING:**

Unloading and stacking will be arranged by BPCL. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action.

**18. TRANSIT INSURANCE:**

Unless otherwise mentioned,

- 18.1. Transit Insurance shall be in the vendor's scope in the case of inland transportation of goods.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Gas Resources Limited, (with detailed address as given in Special Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

**19 VALIDITY OF OFFER:**

The rates quoted against this tender shall be valid for a period of 180 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

**20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:**

- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:
  - 20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R destination contract.

In the case of imports, the contractual delivery date shall be considered from the date of Letter of Credit (L/C) or the date of L/C amendment because of Buyer's fault plus one week

(to take care of transit time for receipt of L/C) plus the delivery schedule as indicated by the vendors.

In case of the shipment taking place on “Cash against documents”, the contractual delivery shall be taken from the date of purchase order plus one week (to take care of transit time for receipt of order) plus delivery period.

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis/ FCA (Free on Carrier) basis.

20.3.2. Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right under 20.3.1 above in respect of goods delivered.

**21. RISK PURCHASE CLAUSE:**

BPCL reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the delivery schedule and other terms & conditions of the order. BPCL also reserves the right to procure the same or similar materials/equipment through other sources at vendor's entire risk, cost and consequences. Further, the vendor agrees that in case of procurement by the owner from other sources the differential amount paid by the owner shall be on account of the vendor together with any interest and other costs accrued thereon for such procurement.

**22. FORCE MAJEURE**

Circumstances leading to force majeure

(a) Act of terrorism;

(b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the

event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

- Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

### **23. ARBITRATION CLAUSE:**

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

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

#### **For Settlement of Commercial Disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/Organization(s) – Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)**

The Existing provision regarding settlement of disputes through PMA(Permanent Machinery of Arbitration) mechanism is replaced with the following provision:  
In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/Port Trusts inter se and also between CPSEs and Government Departments / Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments\*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPEOM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

(\*The exclusion would also include disputes concerning GST, State level Sales Tax / VAT

etc.)

**24. INTEGRITY PACT (IP):**

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.

**25. RECOVERY OF SUMS DUE:**

Whenever, any claim against vendor for payment of a sum of money arises out of or under the contract, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to BPCL on demand the balance remaining due.

**26. CONFIDENTIALITY OF TECHNICAL INFORMATION:**

Drawing, specifications and details shall be the property of the BPCL and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of BPCL. The Vendor shall not disclose the technical information furnished to or organized by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the vendor by BPCL shall at all time remain the absolute property of BPCL. Imparting of any confidential information by the Vendor will be breach of contract.

**27. PATENTS & ROYALTIES:**

The vendor shall fully indemnify BPCL and users of materials specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any materials supplied or any arrangement, system or method of using, fixing or working used by the vendor. In the event of any claim or demand being made or action sought against BPCL in respect of any of the aforesaid matter, the vendor shall be notified thereof immediately and the vendor shall at his/its own expense with (if necessary) the assistance of BPCL (whose all expense shall be reimbursed by the vendor) conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.

**28. LIABILITY CLAUSE:**

In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labor at site, such vendor's workmen or employees shall under no circumstances be deemed to be in owner's employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner's premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and

all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

**29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT:**

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

**30. COMPLIANCE OF REGULATIONS:**

Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

**31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:**

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense and risk, within the time allowed by the owner. The owner shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the owner, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the owner before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the equipment or part of equipment without claiming any extra payment if so required by the owner. The time taken for replacement in such event will not be added to the contractual delivery period.



**32. NON-WAIVER:**

Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by BPCL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of this agreement by BPCL shall not be considered as a continuous waiver or waiver for other condition by BPCL.

**33. NEW & UNUSED MATERIAL:**

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

**34. PURCHASE PREFERENCE CLAUSE:**

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/ applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

Owner reserves its right to allow Micro and Small Enterprises (MSEs), MSEs owned by Women Entrepreneurs and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE, a MSE owned by women entrepreneurs and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L-1 Vendor at the time of evaluation of the price bid.

Bidders claiming purchase preference as MSE need to submit the following documents:

- Self-attested copy of all the pages of the EM-II certificate/Udyog Adhar Memorandum issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012 and
- Vendor's declaration/affidavit in their organization/Company letter head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.

**35. CANCELLATION:**

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

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

35.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

- 35.2. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 20.3.1 as aforesaid.
- 36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:**  
The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.
- 37. ASSIGNMENT:**  
The Vendor can/ does not have any right to assign his rights and obligations under these general purchase conditions without the prior written approval of BPCL.
- 38. GOVERNING LAW:**  
These General Purchase Conditions shall be governed by the Laws of India.
- 39. AMENDMENT:**  
Any amendment to these General Purchase Conditions can be made only in writing and with the mutual consent of the parties to these conditions.
- 40. NOTICES:**  
Any notices to be given hereunder by a Party to the other shall be in English and delivered by hand or sent by courier or facsimile to the other Party at the address or facsimile number stated below or such other address or number as may be notified by the relevant Party from time to time.
- 41. POLICY ON HOLIDAY LISTING:**  
The guidelines and procedures for Holiday Listing are available separately in BPCL website and shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders. It can be accessed using the following link: <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf> .

**42. ORDER OF PRECEDENCE FOR PURCHASES :**

1. Purchase Order
2. Detailed letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Purchase Conditions (SPC)
7. Technical Specifications
8. Instructions to Bidders
9. General Purchase Conditions (in GPC)
10. Other Documents

Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

**43. TERMINATION FOR CONVENIENCE:**

The purchaser may, by written notice of 14 days sent to the seller, cancel the contract, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the purchaser's convenience, the extent to which performance of work under the contract is cancelled and the date upon which such cancellation becomes effective.

The goods that are complete and ready for shipment within 30 days after the seller's receipt of notice of cancellation shall be purchased by the purchaser at contract terms and prices. For the remaining goods, the purchaser may opt :-

- a. To have any portion completed and delivered at the contract terms and prices  
and / or
- b. To cancel the remainder and pay to the seller an agreed amount for partially completed goods and materials and parts previously procured by the seller.

**BPCL**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VENDOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please sign & return all the pages of GPC as a token of your acceptance of all the terms & conditions as mentioned.**

**FORMAT FOR PERFORMANCE BANK GUARANTEE  
(On Non-judicial paper for appropriate value)**

To,  
Bharat Gas Resources Limited  
-----  
-----  
-----

Dear Sir,  
In consideration of the Bharat Gas Resources Limited, (hereinafter called 'the Company' which expression shall include its successors and assigns) having awarded to M/s. (Name) ..... (Constitution)..... (address) ..... (hereinafter referred to as "The vendor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter alia, of the Company's Purchase order No..... dated ..... and the General and Special Purchase Conditions of the Company and upon the condition of vendor's furnishing security for the performance of the vendor's obligations and/or discharge of the vendor's liability under and / or in connection with the said supply contract upto a sum of Rs. (in figures).....Rs (in words).....only amounting to 10% (ten percent) of the total contract value.

We, (Name).....(constitution) .....(hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in -----(Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company's losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures).....Rs(in words).....only.

AND the Bank hereby agrees with the Company that

- (i) This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of .....

This date shall be 6 months from the last date of guarantee period.

- (ii) This Guarantee/ Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.
- (iii) The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract

value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

- (iv) This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- (vi) The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

### Special Purchase Conditions

SR.	COMMERCIAL TERMS	VENDOR'S CONFIRMATION
1	<p>Rate Contract for 2 years : This tender is to finalize the Rate Contract for 2 years for the subject tendered item, the details of which are as under:-</p> <p>i. Rate Contract for 2 years will be placed on the successful bidders and will be valid for a period of Two years from the date of placement of the contract.</p> <p>ii. No supplies are to be made against the Rate Contract (ARC) document.</p> <p>iii. Supplies are to be made only against Call-Offs or Purchase Orders (PO) which shall be placed by the BGRL CGD Heads. BGRL may place the call-off or purchase orders till the last validity date of the ARC.</p> <p>iv. The Call-Offs or Purchase Orders would be placed for any quantity as required by the CGD GA &amp; the vendors have to supply the same.</p> <p>v. The materials are required at various BGRL CGD GA locations All Over India &amp; the vendors have to deliver the materials based on the call-offs/POs. Accordingly, a single freight rate per Compressor has to be quoted in the price bid &amp; this rate will be applicable for delivery anywhere in India.</p> <p>vi. The validity of the contract may be extended by a further period of up to six months on a mutual agreement basis.</p> <p>vii. In case the value of the contract gets exhausted within the one year validity period, BPCL reserves the right to place a repeat order for a value of up to the original contract value on a mutual agreement basis.</p>	
2	Please note that Evaluation of offers and award will be on “ <b>Overall Lowest Landed Cost Basis</b> ”.	
3	Bidders are required to note and confirm that they have quoted for all the line items to qualify for commercial evaluation. In case vendor is not quoting for all line items, their offer shall be rejected for further evaluation.	
4	Supply/Works place: Kindly mention your works / supply place from where material will be supplied	
5	For Foreign Bidders; Country of origin from where the goods will be supplied.	
6	For Indian Bidders; Indian Bidders shall quote in INR only. For foreign Bidders; Furnish the currency of quote. Change in currency once quoted will not be allowed. Bidders shall quote either in USD/Euro for Supply. Bidders shall quote in INR for Custom clearance, Inland Freight, Installation & Commissioning and O&M in with the Priced bid format.	

7	<p>Basic Cost: Basic cost should be as per specs and also the basic cost should be firm till the completion of contract / P.O. no escalation allowed. No foreign exchange parity variation and no steel price escalation will be considered during the contractual period.</p> <p>It may be noted that the rates quoted in the price bid will only be considered for evaluation. No revision of prices is allowed in the price bid once the technical bid is opened. Vendor to quote their prices considering all the technical and commercial aspect.</p> <p>Please note that commissioning spares required as per the tender would be a part of the cost of the tendered item and should be included in the basic price of the tendered item.</p> <p>Basic Cost shall be inclusive of Packaging &amp; Forwarding and Inspection Charges.</p>	
8	Basic information from Vendor: Name of Vendor	
9	PAN Number	
10	Billing Address ( Location from where materials shall be despatch).	
11	GST Number	
12	HSN Code	
13	% of GST as per HSN code applicable for Materials Supply	
14	<p>SAC Code for;</p> <ul style="list-style-type: none"> <li>a. Custom Clearing charges</li> <li>b. Inland freight and unloading at site charges</li> <li>c. Installation, Erection and Commissioning charges</li> <li>d. Performance Acceptance Test charges</li> <li>e. Operation Charges</li> <li>f. CAMC charges</li> </ul>	
15	<p>% of GST as per SAC code applicable for;</p> <ul style="list-style-type: none"> <li>a. Custom Clearing charges</li> <li>b. Inland freight and unloading at site charges</li> <li>c. Installation, Erection and Commissioning charges</li> <li>d. Performance Acceptance Test charges</li> <li>e. Operation Charges</li> <li>f. CAMC charges</li> </ul>	
16	Any other information pertaining to GST implementation.	

17	<p>INSPECTION: i. Materials shall be inspected as per scope of inspection by independent third party inspection agency (TPIA) . The bidder shall engage a TPIA accredited under “NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A” in QCI’s NABCB website or an extended arm of NABCB Accredited TPIA in the bidders' country (in case of foreign bidder), as on the date of Inspection of Goods/Inspection of premises/Installation of equipment for the tendered item or category or verification of documents.</p> <p>As a proof of above requirement, a valid certificate stating that the TPI Agency is accredited under “NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A” in QCI’s NABCB website, should be furnished by the bidder.</p> <p>However, arranging and providing inspection facilities is entirely vendors responsibility and in no way shall affect the delivery schedule. Any delay on account of TPIA engagement shall be on vendor’s account. ii. Scope of Inspection shall be as per tender Specifications. iii. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/scope of inspection provided alongwith the Tender Enquiry/Purchase Order. iv. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCLs representative(s) to witness the tests/inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections. v. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendors responsibility shall also not be anyway reduced or discharged because BPCL or BPCLs representative(s) or Inspector(s) shall have examined, commented on the Vendors drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s). vi. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.</p>	
18	<p>Validity of offer: Your quotation should be valid for 180 days from the due date of opening of tender and prices will remain firm till the supply is completed.</p> <p>On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended without any deviation including change in price. Otherwise, in such an event, the offer is liable to be rejected.</p>	
19	<p>Additional Levies: BPCL shall not be liable for any increase in taxes and duties or any additional levies imposed by Govt. on materials supply after the contractual delivery date.</p>	
20	<p>EVALUATION AND COMPARISON OF PRICE BIDS</p> <p>To facilitate evaluation &amp; comparison, BPCL shall convert all Bid prices of foreign Bidder expressed in the amounts in USD or EURO in which Bid price is payable, to Indian Rupees at the latest available Exchange rate published by Reserve Bank Of India (RBI) or their outsourced agency, as on the date of opening of price-bids. In case, exchange rate is not available in RBI or their outsourced agency website, alternative sources viz. Economic Times, State Bank of India website etc. shall be considered for all the currencies.</p>	



	<p>A. The evaluation for award shall be made on “Overall Lowest Landed Cost Basis”. including applicable GST (CGST &amp; SGST/ UTGST or IGST). Bidders must quote for complete scope of work of item quoted, failing which their offer shall not be considered for evaluation.</p> <p>B. Evaluated price will include quoted prices along with taxes and duties, Owner’s liability towards customs duty, Goods &amp; Service Tax (GST) and any other taxes and duties as applicable, Technical loading as defined in Technical Specification &amp; Commercial loading if any, shall be considered while comparing prices.</p> <p>Evaluated Price = Cost of Basic Price of Package + P&amp;F + Freight + Insurance, Erection &amp; Installation + Operation + AMC Price for 10 years + Technical and Commercial Loading + Taxes/ Duties as applicable.</p> <p>Technical loading against Energy Consumption shall be considered as per Clause 14.1 of Technical Specifications.</p> <p>BGRL is not entitled for input credit of GST (CGST&amp;SGST/UTGST or IGST) in case of present tender.</p>	
21	<p>Commercial Loading For Foreign Bidders :</p> <p>Loading for purpose of evaluation on the price quoted by foreign bidder to bring Indian &amp; foreign bidders price on equal footing shall be as follows:</p> <ul style="list-style-type: none"> <li>i. Bank charges for LC @ 0.5% of 100% of CIF value. ( LC to be opened for 100% of CIF value)</li> <li>ii. For 100% payment of CIF value against LC thru bank, loading at PLR rate on CIF value by SBI as on the date of opening of price-bids for no. of days calculated as under: <ul style="list-style-type: none"> <li>a. Sailing time period from load port to discharge port as quoted by bidder+ clearing time of 15 days + 30days (as Indian vendor would get payment after 30 days of receipt at site)</li> <li>b. For 100% payment of custom duties by BPCL, interest loading will be done on the same for 30 days based on PLR rate published by SBI, as on the date of opening of price bids.</li> <li>c. Exchange rate will be as published by RBI or their outsourced agency, as on the date of opening of price-bids.</li> </ul> </li> </ul>	
22	<p>Payment Terms: Refer Annexure 1</p> <p>Please note that:</p> <ul style="list-style-type: none"> <li>i) No Mobilization Advance shall be paid.</li> <li>ii) No secured advance shall be paid.</li> </ul> <p>All bank charges incurred in connection with payments shall be to vendor’s accounts.</p>	
23	<p>Contract Duration;</p> <p>Supply: The duration of the rate contract shall be 2 years from the date of issuance of FOI/NOTIFICATION OF AWARD.</p> <p>Operation and Comprehensive Maintenance: The duration for operation &amp; comprehensive maintenance shall be 10 years (First year during warranty and 9 years post warranty).</p>	

24	<p>Delivery Period;</p> <p>For Indian Manufacturer/Packager and Foreign Manufacturer/ Packager :</p> <p>Delivery shall be door delivery BGRL site basis. The date of receipt of materials at BGRL's site shall be considered as date of delivery.</p> <ol style="list-style-type: none"> <li>1. Supply : 20 weeks from the date of Call-Off/Purchase Order from BGRL.</li> <li>2. Installation, Testing and Commissioning : 2 weeks from the date of intimation by BGRL.</li> <li>3. Operation and Maintenance : First year during Warranty period and 9 years after Warranty period.</li> </ol> <p>For foreign bidders, BGRL will pay custom duties directly to customs.</p>	
25	<p><b>Sailing time period from load port (in Bidder's country) to discharge port in India.</b></p>	
26	<p>Security Deposit/Contract Performance Bank Guarantee;</p> <p>For Supply :</p> <p>Within 21 Days of receipt of the FOI/ Notification of Award, the successful bidder shall furnish to the Purchaser the Contract Performance Bank Guarantee (CPBG) equivalent to EMD value or convert the EMD BG into Security Deposit / Contract Performance Bank Guarantee valid for a period of contract duration for supply i.e. 24 months.</p> <p>For Operation and Comprehensive Maintenance Services:</p> <p>Within 21 days of start of O&amp;M period for each compressor, the vendor shall furnish to the Purchaser the Contract Performance Bank Guarantee equivalent to 10% of total order value for the 10<sup>th</sup> year of operation and comprehensive maintenance charges inclusive of all taxes, duties and charges on yearly basis.</p> <p>If the material supplied by contractor does not meet the guaranteed parameters and other requirement as per technical specification of contract consistently during operation at site, BGRL will revoke the Contract Cum Equipment Bank Guarantee at its sole discretion.</p>	
27	<p>Performance Bank guarantee (PBG): The bidder has an option to choose :</p> <ol style="list-style-type: none"> <li>1. "10% Retention money" of basic invoice value from each invoice,</li> <li>or</li> <li>2. Submission of Performance Bank guarantee (PBG) for 10% of the basic value of order,</li> </ol> <p>Retention money/PBG shall be for a period of 12 months from the date of commissioning or 18 months from the date of dispatch of materials to site with invocation period of 6 month, as per standard tender format. Submission of PBG or Retention money is mandatory. Please mention any one of the option i.e. either "PBG" or "Retention money" in the space provided for vendor confirmation. This option will be continued till the completion of execution of the contract/order. The option cannot be changed during the execution of order.</p>	
28	<p>Warranty / Guarantee: Materials / Equipment / Component / Software should be guaranteed against manufacturing defects, workmanship and design for a period of 12 months from date of commissioning or 18 months from date of dispatch of materials to site, whichever is earlier.</p>	

29	<p>Price Reduction Schedule/ Liquidated Damages Clause:</p> <p>a. In case the CONTRACTOR fails to complete its contractual obligation within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined here above or due to OWNER's defaults, the CONTRACTOR shall pay to the OWNER, by way of Price Reduction Schedule (PRS) a sum,</p> <p>b. Price Reduction Schedule for delay in completion will be applicable separately for:</p> <p>i) Part A: Supply on FOT site basis</p> <p>ii) Part B: Installation, testing, commissioning etc. (excluding O&amp;M)</p> <p>c. Price reduction schedule for supply shall be applicable @ ½% of the value of undelivered COMPRESSOR unit(s) per complete week of delay or part thereof, limiting to 5% (five percent) of total order value for supply (Part-A).</p> <p>d. Similarly, Price Reduction Schedule for Installation, testing, commissioning shall be applicable @ ½% of the value of Installation, testing, commissioning per complete week of delay or part thereof, limiting to 5% (five percent) of total order value for Installation, testing, commissioning etc. (Part-B).</p> <p>For PRS purpose, the above mentioned contract price shall be excluding taxes and duties.</p>	
30	<p>In addition to PRS/LD Clause, Bidder to note that Penalty towards the following shall be applicable;</p> <p>a. Penalty towards Excess Gas Loss</p> <p>b. Penalty towards Excess Energy Consumption</p> <p>c. Penalty towards Package Efficiency Loss</p> <p>d. Penalty for Non-Performance during One Year Period of Operation &amp; Maintenance</p> <p>For Details regarding the above mentioned penalties, kindly refer clause 14 of Technical Specifications.</p>	
31	<p>Force Majeure: Details refer as per GPC</p>	
32	<p>Arbitration Clause: Details refer as per GPC</p>	
33	<p>Holiday listing: Vendor to give confirmation/undertaking that they are not barred / holiday listed by any Indian PSU/Any Indian Government Department. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected and suitable action may be taken as per guidelines.</p>	
34	<p>INTEGRITY PACT - Vendor to accept Integrity pact as per attached form, if applicable. Integrity pact is applicable for order value more than Rs. 1.0 crore.</p>	
35	<p>Counter condition: No counter condition is acceptable. Bidder should considered all the tender standard terms and conditions and submit their bids accordingly. Counter condition may lead to rejection of offer.</p>	
36	<p>Contact Details: Please provide the contact details for future correspondence.</p> <p>Contact persons name:</p> <p>Phone no. :</p> <p>Mobile no. :</p> <p>e-mail ID :</p> <p>Office Address :</p>	

37	For Detailed Terms and Conditions please refer GPC	
38	In case of any Deviation kindly mentioned in the Deviation Sheet with Justifications. Deviation mentioned in any other place, other than deviation sheet will not be considered.	
39	Please confirm whether you are a MSME vendor with valid certificate for the tendered Item. If YES, please submit / upload your valid MSME certificate in "Other Documents Upload" in the tender bidding form. Also please mention the special category (SC-ST/Women entrepreneur), if applicable, along with necessary statutory document as a proof of the special category. In case, the bidder doesn't mention the special category against this clause with supporting documents at the time of bidding, the purchase preference shall not be considered. Please mention the name of the documents you have uploaded in support of this information.	
40	<p>Please confirm whether you are availing Purchase Preference Linked with Local Content and all the necessary documents are uploaded to avail the benefits.</p> <p>Bidder is required to upload the calculation of local content as per the format available in tender document &amp; duly filled in all the details, failing which the preference under PP-LC shall not be given to the bidder, even if he opts for PPLC in their offer.</p>	

## ANNEXURE 1

### TERMS OF PAYMENT

#### 1.0 FOR SUPPLIES

Payments shall be released by the Owner against pre-receipted invoice, submission of a copy of valid performance bank guarantee and other documents complete in all respect meeting the requirement of contract document.

##### 1.1 For Indian Bidders

- A) 100 % of supply value within 30 days against receipt of material/ equipment at site and submission of PBG of 10% order value & submission of the following documents:-
  - i) Invoice (as per GST Act / Law) in triplicate
  - ii) Inspection Release note issued by inspection agency appointed by Owner.
  - iii) GR/ LR
  - iv) Packing List
  - v) Insurance cover note covering transit insurance
  - vi) A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor this certificate will duly be endorsed by the contractor owning overall responsibility.
  - vii) Final technical file as per Technical Specifications/ Material Requisition including all test certificates, if applicable

##### 1.2 For Foreign Bidders

- A) 100 % of CIF value through irrevocable Letter of Credit (LC) and submission of PBG of 10% order value and submission of Invoices in triplicate along with:
  - i) Invoice in triplicate
  - ii) Inspection Release Note issued by inspection Agency/ Owner.
  - iii) Dispatch Instructions/Clearance by purchaser/Purchaser's agency
  - iv) Clean Bill of Lading.
  - v) Packing List
  - vi) Country of origin certificate.
  - vii) A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement.
  - viii) Documents pertaining to ocean freight and marine insurance(in case of CIF contract)
  - ix) Bill of Entry.
  - x) Final technical file as per Technical Specifications/ Material Requisition including all test certificates.

Inland Transportation charges & clearing charges payable to authorized Indian representative on the 30th day of receipt of materials at site.

For foreign bidders, BGRL will pay custom duties directly to customs, any exemption to be brought out in the offer with relevant documentation. Order on Foreign supplier will be with CIF incoterms. Marine insurance is in Vendor's scope.

The clearing charges & inland transportation will be quoted in INR by foreign bidder, payable to Indian agency nominated by them to execute these jobs. Loading for purpose of evaluation on the price quoted by foreign bidder to bring Indian & foreign bidders price on equal footing shall be as follows:

- i. Bank charges for LC @ 0.5% of 100% of CIF value. ( LC to be opened for 100% of CIF)
- ii. For 100% payment of CIF value against LC thru bank, loading at PLR rate on CIF value by SBI as on the date of opening of price-bids for no. of days calculated as under:
  - d. Sailing time period from load port to discharge port as quoted by bidder+ clearing time of 15 days + 30days (as Indian vendor would get payment after 30 days of receipt at site)
  - e. For 100% payment of custom duties by BPCL, interest loading will be done on the same for 30 days based on PLR rate published by SBI, as on the date of opening of price bids.
  - f. Exchange rate will be as published by RBI or their outsourced agency, as on the date of opening of price-bids.

## **2.0** ERECTION, TESTING, COMMISSIONING & FIELD PERFORMANCE ETC.

100 % Payment on erection, testing of individual items and successful field performance test of the machine, completion of all works and on final acceptance by owner. In case of delay in erection and commissioning, the invoice value shall be reduced to take care of PRS clause.

## **3.0** ANNUAL OPERATION & MAINTENANCE SERVICE CHARGES

3.1 Monthly payment on pro-rata basis as certified by Engineer-in-charge shall be made against the invoices raised.

3.2 The date of successful performance test at site (which shall be conducted within 90 days from the date of successful commissioning of the machine or from the date of commercial operation) will be considered as date of start of the annual Operation & Maintenance contract. However, bidder shall be paid only 50% of O&M charge for operation and maintenance of the compressor from the date of commercial operation upto the date of performance test as part payment against O&M till the capacity and other guaranteed parameters of the package is established through PG test. The balance 50% of O&M charge (from the date of commercial operation upto the date of PG test) shall be released to the bidder subsequent to successful PG test (i.e., after establishing all the guaranteed parameters as per tender)

Further, in case the PT is not successful, the balance 50% shall be forfeited in addition to provision of clause pertaining to Loading & Compensation Criteria of TECHNICAL SPECIFICATION.

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **A. GENERAL**

#### **1.1 Definitions**

1.1.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

#### 1.1.2 Definitions

Effective date : shall mean the date on which Contractor/ supplier's obligations will commence and that will be date of issuance of Fax of Acceptance

Commissioning : shall mean completion of erection, installation, hook-up & site acceptance test of **CNG COMPRESSORS** to Owner/consultant as defined in bid documents.

1.2 Notwithstanding the sub-division of the contract documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and Complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless at different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Purchase Conditions and shall to the extent of such repugnancy, or variations, prevail.

1.4 Wherever it is mentioned in the specifications that the Contractor/ supplier shall perform certain work or provide certain facilities, it is understood that the Contractor/ supplier shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.5 The material, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

1.6 In case of an irreconcilable conflict between Indian or other applicable standards General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence :

- a) Contract Agreement
- b) Detailed letter of acceptance alongwith its enclosures
- c) Letter of Intent.
- d) Job specifications (specific to particular job only)
- e) Drawings
- f) Special Conditions of contract (SCC)
- g) Technical specifications

- h) Instruction to Bidders
- i) General Conditions of Contract
- j) Other documents
- k) Additionally , any variation or amendment/change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Appendix.

1.7 It will be the Contractors/ suppliers responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

1.8 In the absence of any Specifications covering any material, design of work (s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions directions of the Engineer-in-Charge, which will be binding on the Contractor/ supplier.

## **2.0 SCOPE OF WORK & SCOPE OF SUPPLY**

The detailed scope of work shall be as specified in Technical Volume II of II & tender / addendum / corrigendum document.

## **3.0 CONSTRUCTION WATER AND POWER SUPPLY**

No water and power will be provided by the owner. It should be the responsibilities of the contractor/ supplier to arrange water and power at his own cost.

## **4.0 COMPLETION SCHEDULE**

AS PER SPECIAL PURCHASE CONDITIONS

## **5.0 COMPLIANCE WITH LAWS**

The Contractor/ supplier shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India.

## **6.0 GOVERNMENT OF INDIA NOT LIABLE**

It is expressly understood and agreed by and between the Contractor/ supplier and the Owner/ Consultant that the Owner Consultant is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Owner Consultant is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor/ supplier expressly agrees, acknowledges and understands that the Owner / Consultant are not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor/ supplier hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claim against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.



## **7.0 LIMITATION OF LIABILITY**

7.1 The final payment by the Owner/Consultant in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfil all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Owner/Consultant.

7.2 The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances;
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property;
- (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect nor consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

## **8.0 SUBSEQUENT LEGISLATION**

All duties, taxes (including sales tax on works contract/ trade tax / turnover tax/ GST as applicable), fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Act, laws, Rules, Regulations in force shall be to Contractors account. However, any new taxes / duties imposed after the date of submission of price bid & up to Contractual Completion date shall be to the BGRL's account but such Taxes / duties imposed beyond Contractual Completion date shall be to the Contractors account.

## **9.0 TAXES, DUTIES AND LEVIES IN INDIA**

9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, custom duty, IGST, Cess etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by wages, salaries or other compensations paid to the persons, employed by the Contractor and the Contractor shall be responsible for the compliance, with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor

further agrees to defend, indemnify and hold Owner/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor Subcontractor of such laws, regulations or requirements and also from all claims, suits proceedings that may be brought against the Owner/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

9.2 Owner/Consultant shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.

9.3 If GST is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.

#### **10.0 TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES**

The Contractor/ supplier agrees to and does hereby accept full and exclusive liability at its own cost for the payment of any and all taxes, duties and levies etc as are payable to any government, local or statutory authority in any country other than India, as are now in force or as hereafter imposed, increased or modified, and as are payable by Contractor/ supplier, his agents, sub-contractor/ supplier and their employees etc. for performance of work under this contract. The Contractor/ supplier shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid, and the contract shall, not be varied in any way on this account.

#### **11.0 INCOME TAX & CORPORATE TAX**

11.1 Income Tax deductions shall be made from all payments made to the Contractor/ supplier as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

11.2 Corporate Tax liability, if any, shall be to the contractor/ suppliers account.

#### **12.0 ISSUE OF ESSENTIALITY CERTIFICATE**

No essentiality certificate shall be issued by BGRL.

#### **13.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS**

Contractor/ supplier agrees for withholding from wages and salaries of its agents servants or employees all sums required to be withheld by the laws of Republic of India or any other agency having jurisdiction over the area where Contractor/ supplier is conducting operations and to pay the same promptly and directly when due to the proper authority. Contractor/ supplier further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor/ supplier will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor/ supplier's and his sub-contractor/ supplier(s) and expatriate employees.

#### **14.0 FIRM PRICE**

The quoted prices shall be firm and shall not be subject to price escalation till the work is completed in all respects under this contract.

**15.0 PROVIDENT FUND ACT (FOR INDIAN BIDDERS AS WELL AS INDIAN ASSOCIATE OF FOREIGN BIDDER)**

The Contractor/ supplier shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor/ supplier shall deposit Employees and Employers contributions to the RPFC every month. The Contractor/ supplier shall furnish along with each running bill, the challan receipt for the payment made to RPFC for the preceding months.

**16.0 PAYMENT TERMS AND MODE OF PAYMENT**

The terms and mode of payment shall be as per as per SPECIAL PURCHASE CONDITIONS.

**17.0 SITE HANDOVER AND PERMITS:**

The Owner shall provide to the Contractor/ supplier free of cost the site (as per scope of work) for the Works and permissions and permits (if any) necessary for the site.

The contractor/ supplier shall complete all site activities including Site Acceptance test (SAT) & handing over of system to Owner.

The Contractor/ supplier shall commence work at any site which has been handed over to them irrespective of the location of site as defined in bid document on priority basis. If necessary, because of any problem or difficulty in handing over of site, or the procurement therefore at any site due to the existence of any unforeseen or force Majeure conditions covering at any location, the Contractor/ supplier shall within the scope of the work and without entitlement to additional compensation therefore forthwith proceed to the next possible site of its continuance, where there is no hindrance and/or in which the construction work can be continued and shall move in the opposite direction, if necessary .

The Owner shall likewise endeavor to procure the permits/ licenses required to be procured by the Owner under the Contract sufficient in advance to enable the Contractor/ supplier to continue movement in the same direction. Should however for any cause such permission/license not be available in time to match the progress of work, the Contractor/ supplier shall forthwith the scope of the work and without entitlement to additional compensation therefore forthwith proceed with the work at the next possible site of its continuance including movement in the opposite direction, if necessary.

The contractor/ supplier is required to maintain the Hindrance Register for site activities. All hindrances encountered in the execution needs to be logged in this register & shall be jointly signed.

**18.0 STATUTORY APPROVALS**

The package supplier shall give necessary documents for obtaining approval from CCOE and any other concerned authority as required by the client.

**19.0 TESTS AND INSPECTION**

The Contractor/ supplier shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that have been part of bidding document and will be furnished to him during the performance of the work & no separate payment shall be made unless otherwise specified in SOR.

## **20.0 PRICE REDUCTION SCHEDULE (PRS)**

- a. In case the CONTRACTOR fails to complete its contractual obligation within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined here above or due to OWNER's defaults, the CONTRACTOR shall pay to the OWNER, by way of Price Reduction Schedule (PRS) a sum,
  - b. Price Reduction Schedule for delay in completion will be applicable separately for:
    - i) Part A: Supply on FOT site basis
    - ii) Part B: Installation, testing, commissioning etc. (excluding O&M)
  - c. Price reduction schedule for supply shall be applicable @ ½% of the value of undelivered COMPRESSOR unit(s) per complete week of delay or part thereof, limiting to 5% (five percent) of total order value for supply (Part-A).
  - d. Similarly, Price Reduction Schedule for Installation, testing, commissioning shall be applicable @ ½% of the value of Installation, testing, commissioning per complete week of delay or part thereof, limiting to 5% (five percent) of total order value for Installation, testing, commissioning etc. (Part-B).

For PRS purpose, the above mentioned contract price shall be excluding taxes and duties.

## **21.0 ORIGIN OF GOODS**

A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping document.

## **22.0 LIEN**

Contractor/ supplier shall ensure that the Scope of Supply supplied under the Contract shall be free from any claims of title /liens from any third party. In the event of such claims by any party, Contractor/ supplier shall at his own cost defend, indemnify and hold harmless Owner or its authorized representative from such disputes of title/liens, costs, consequences etc.

## **23.0 GOVERNING LAW**

Laws of India will govern the Contract and Delhi courts will have exclusive jurisdiction or all matters related to Contract.

## **24.0 INSPECTION OF SUPPLY ITEMS**

- 24.1 All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing are indicated in the bidding document and shall also be identified after receipt of Quality Assurance Programme from the Contractor/ supplier/ Manufacturer.
- 24.2 The contractor/ supplier/sub-contractor/ supplier shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner/Consultant free of cost for carrying out inspection.
- 24.3 Vendor shall advise Owner/ Consultant in writing at least 10 days in advance of the date of final inspection/tests. Manufactures inspection or testing certificates for equipment and materials supplied, may be considered for acceptance at the discretion of Owner/ Consultant. All costs towards testing etc. shall be borne by the Vendor within their quoted rates. All inspection of various items shall be carried out

based on Quality Assurance Plan, which will be submitted by the Vendor and duly approved by Owner/ Consultant.

24.4 On receipt of material at site, visual inspection shall be carried out to ensure no damage to supplied equipment items

24.5 Supplier shall hire Third Party Inspection Agency (TPIA) for carrying out the inspection at supplier's works as per approved ITP. TPIA charges shall be borne by Supplier. Approved TPIA are TPIA accredited under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website or an extended arm of TPIA accredited under NABCB accredited bodies in the bidders country as on the date of Inspection of Goods/Inspection of premises/Installation of equipment for the tendered item or category.

## **25.0 QUALITY ASSURANCE /QUALITY CONTROL**

25.1 The Owner/ Consultant or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

25.2 The contractor/ supplier has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/ QC group shall be fully responsible to carryout the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor/ suppliers QA/QC Engineer(s) are incompetent or insufficient, contractor/ supplier has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-in-Charge.

25.3 In case contractor/ supplier fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until the complies with the instructions to the full satisfaction of Engineer-in-charge.

25.4 The Contractor/ supplier shall adhere to the quality assurance system as described in bid document.

## **26.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**

The Contractor/ supplier during entire duration of the Contract, shall adhere to HSE requirement as described in the bidding document.

## **27.0 SITE CLEANING**

The Contractor/ supplier shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe - passage, movement and working.

## **28.0 COORDINATION WITH OTHER AGENCIES**

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor/ supplier. Proper coordination with other agencies will be Contractor/ suppliers responsibility. In case of any dispute, the decision of Engineer- in-Charge shall be final and binding on the Contractor/ supplier.

## **29.0 INSURANCE**

29.1 Insurance for free issue material

All supplies at CIF Indian Port for foreign bidder and FOT site for Indian bidder shall be considered free issue material to contractor.

Contractor/ supplier shall at his own expense arrange, secure and maintain insurance cover of value not less than the supply value (including custom duty, CVD, Special Duty, Cess etc. as applicable) upto 15 days beyond commercial operation by purchaser. Contractor/ supplier's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor/ supplier to note that the beneficiary of insurance cover shall be the Owner.

## 29.2 Insurance in India

29.2.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the contractor/ supplier, Contractor/ supplier shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner/ Consultant as may be necessary and to its full value for all such amounts to project the works in progress from time to time and the interest of Owner/ Consultant against all risks as detailed herein. The form and the limit of such insurance as defined against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner/ Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of contract till completion of installation, testing & commissioning including PG tests shall be that of contractor/ supplier alone. Contractor/ supplier's failure in this regard shall not relieve him of any of his responsibilities and obligations under contractor/ supplier.

29.2.2 Any loss or damage to the equipment during ocean transportation, port/ custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the work is taken over by Owner/ Consultant, shall be to the account of contractor/ supplier. Contractor/ supplier shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/ or replacement of the parts of the work damaged or lost. Contractor/ supplier shall provide the Owner/ Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the Owner/ Consultant immediately upon the contractor/ supplier having taken such insurance coverage. Contractor/ supplier shall also inform the Owner/ Consultant at least 60(sixty) days in advance regarding the expiry cancellation and/ or changes in any of such documents and ensure revalidation/ renewal etc. as may be necessary well in time.

29.2.3 The risks that are to be covered under the insurances shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The Scope of such insurance shall cover the entire value of supplies of equipments, plants and materials.

29.2.4 All costs on account of insurance liabilities covered under this contract will be to contractor/ supplier's account and will be Contract Price. However Owner/ Consultant may from time to time, during the currency of the contract, ask the contractor/ supplier in writing to limit the insurance coverage risk and in such a case, the parties to the contract will agree for a mutual settlement, for reduction in value of contract to the extent of reduced premium amounts.

- 29.2.5 Contractor/ supplier as far as possible shall cover insurance with Indian Insurance companies, including marine insurance during ocean transportation.
- 29.2.6 Owner will be co-insured in the policy.
- 29.2.7 Contractor/ supplier will be required to submit documentary proof for the transit insurance before dispatch.

### **30.0 TRAINING OF PURCHASER'S PERSONNEL**

Contractor/ suppliers shall train Purchase's Engineers as per the scope define in the Job specifications. Bidder's quoted price shall include all expenses towards their personnel's travel, transportation, boarding, loading, living and personnel expenses, etc. for on site training.

Travel, transportation, venue, boarding, lodging & personnel expenses of Purchaser's personnel shall be borne by Purchaser.

### **31.0 QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME**

- 31.1 Bidder shall include in his offer the Quality assurances Programme containing the overall quality management and procedures which is required to be adhered to during the execution of Vendor. After the award of the contract detailed quality assurance programme to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to.
- 31.2 The Vendor shall establish document and maintain an effective quality assurance system as outlines in recognized codes.
- 31.3 Quality Assurance system plans/procedures of the Vendor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as the manufacture's works and despatch of materials.
- 31.4 The Owner/Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

### **32.0 ERECTION AND INSTALLATION**

The CONTRACTOR/ SUPPLIER shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The OWNER will have engineers, inspectors or other authorised representatives present who are to have free access to the WORK at all times. If an OWNER's representative notifies the CONTRACTOR/ SUPPLIER's authorised representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR/ SUPPLIER shall make every effort to carry out such instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

### **33.0 EVALUATION BASIS**

Evaluation shall be done as per Special Purchase Conditions

### **34.0 FIELD INSPECTION**

CONTRACTOR/ SUPPLIER shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR/SUPPLIER.

### **35.0 PROJECT SCHEDULING & MONITORING**

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor/ supplier for review/approval at various stages of the contract.

#### **31.5 ALONGWITH BID**

##### **a) Time Schedule**

The Completion Time Schedule for the work (including mobilization period ) as per SECTION-I to Invitation for bid, Tender in all respect, from the date of issue of telex/telegram/letter/Fax of Intent.

The Bidder is required to submit a Project Time Schedule in Bar Chart Form, alongwith the Bid. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the over all Project requirement.

##### **b) Scheduling & Monitoring System**

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

#### **35.1 AFTER THE AWARD OF CONTRACT**

##### **a) Overall Project Schedule**

The Contractor/ supplier shall submit within 1 week of Fax of Intent, a sufficiently detailed over all Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

##### **b) Progress Measurement Methodology**

The contractor/ supplier is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/delivery, subcontracting construction and commissioning works



and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

c) Functional Schedules

The contractor/ supplier should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

**36.0 COMPLETION OF THE FACILITIES**

Purchaser will take over the Work on its Completion.

**37.0 STORAGE AND PRESERVATION**

Contractor shall be fully responsible for safe custody, storage and preservation of all the supplies and materials/equipments required for carrying out the work until handing over of the complete facility to the Purchaser at site at no extra cost.

If required, materials /equipments shall be stored in Purchaser's designated store till further handing over the supplies, materials /equipments to contractor for installation, testing, erection of the equipments.

After taking over the equipments/materials from purchaser, contractor shall be fully responsible for safe custody, storage, insurance and preservation of all the supplies and materials/equipments required for carrying out the work until handing over of the complete facility to the Purchaser.

Further, activities like loading/ unloading at store as well as at site, transportation of material, equipments, tools & tackels etc. until handing over of the complete facility to the Purchaser shall be arranged by contractor at no extra cost to purchaser.

**38.0 HEALTH, SAFETY AND ENVIRONMENT (HSE)**

The Contractor/ supplier will strictly adhere to HSE requirements as per Technical Specifications.

**39.0 Instruction to Bidder**

39.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture, supply/ shipment, port handling, clearance at port of entry in India, inland transportation within India upto the designated Project Sites, all taxes, duties, levies, fees, octroi, etc. as applicable and payable by the bidders under the Contract in India, all insurance, handling of goods at all stages, loading and unloading facilities at designated storage of client, re-transportation of the package from the store to the actual site/ station including transit insurance, other associated works including materials, tools/ tackles etc., and civil works (limited to grouting of package) prior to start of work at sites till the time of installation, testing, commissioning, performance test, Site Acceptance Test, Trial Run and handing over at site to the Owner and Operation and Maintenance Work as specified in technical parts for the items stated in Price Schedule and in Technical Part.

39.2 In case of Foreign Bidder, Custom duty shall be paid by BGRL, however, all other activities like co-ordination for port handling, custom clearance etc. shall be in the scope of bidder.

- 39.3 The Supplier, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse till the time of issuance to erection contractor. The Seller shall be held responsible for all damages due to improper packing. The Seller shall insure sizing for packing of all over sized consignments in such a way that availability of carrier and/or road/rail rout is properly taken in to consideration. Supplier shall follow the packing, marketing and shipping instructions as per tender.
- 39.4 Owner may be issuing concessional forms like Form-C or any other such forms, for availing concessional taxes/ duties by the bidder, if available.
- 39.5 The quoted price shall be deemed to be inclusive of all applicable taxes & duties including Service Tax, works contract tax, sales tax, local taxes, import duty, excise duty, octroi and other levies etc. till the complete execution of the order as applicable in India under this contract and the bidder shall not be eligible for any compensation on this account.

Both Indian and Foreign Bidders shall not be eligible for compensation by the Owner for any variations whatsoever in the aforesaid taxes/ duties/ levies, etc. as included in the total price except for statutory variation as provided under tender document. Noncompliance to the provisions of this Article as aforesaid shall lead to rejection of offer.

- 39.6 All Bidders are requested to indicate positively the division of work
- (a) To be directly undertaken by the Bidder
  - (b) Envisaged to be undertaken by Bidder's Sub-contractor under Bidder's shall Overall responsibility.
  - (c) A copy of MOU (Memorandum of Understanding) shall be furnished alongwith the offer.

**40.0 OVERSEAS BIDDERS MAY PROVIDE THE SERVICE TOWARDS INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF COMPRESSORS IN INDIA THROUGH THEIR INDIAN SUBSIDIARIES/ ASSOCIATES.**

Foreign Bidder because of various constraints of distance, unfamiliarity with local and lack of any established branch office in India, may quote on the basis of tie up with any Indian Sub-contractor for the activities to be undertaken in India, they may do so provided their bid is submitted on PACKAGE BASIS WITH OVERALL CONTRACTUAL RESPONSIBILITY WITH THE FOREIGN BIDDER ONLY. All payments under the contract shall however, be payable to Foreign Bidders only.

Payments shall be made as per PAYMENT TERMS

OR

In case requested by overseas bidders, a separate order may be placed by M/s BGRL on the Indian subsidiaries/ associates of Foreign bidders towards installation, configuration, testing and commissioning of COMPRESSORS in India. However, the foreign bidder shall be fully responsible liable for the performance of its Indian subsidiaries/ associates and the performance security for entire Package (for Foreign bidder's scope and Indian bidders scope) shall be submitted by Foreign bidder as per

the provision of contract. The CPBG shall be submitted in separate parts as per the currency(ies) quoted by foreign bidder.

The scope of work by Indian subsidiaries/ associates shall be as given in the tender document for installation, configuration, testing and commissioning of COMPRESSORS and OPERATION & MAINTENANCE, if applicable.

The foreign bidder shall submit the MOU/ Agreement indicating clear scope of work such as marine insurance, custom clearance, transportation to site etc. between foreign bidder and Indian subsidiaries/ associates, alongwith the signed and stamped copy of tender document, addendum/ corrigendum by Indian subsidiaries/ associates as a token of acceptance to the terms & conditions contained in the tender document / addendum/corrigendum.

The foreign bidder shall indicate the total amount of installation, configuration, testing and commissioning of COMPRESSORS in the Schedule of Rate.

The payment shall be released as per given in tender towards installation, configuration, testing and commissioning of COMPRESSORS only after approval of foreign bidder.

The foreign bidder shall be responsible for the entire scope of work including that of its Indian subsidiaries/ associates and the placement of order on Indian subsidiaries/associates shall not release the foreign bidder towards their obligation to the conditions of tender document.

#### **41.0 LOCAL CONDITION**

- 41.1 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. In their own interest the Bidders are requested to familiarize themselves with the Income Tax Act. 1961, the Companies Act 1956, Custom Act 1962 and other related Acts and Laws prevalent in India. The Owners shall not entertain any request for clarification from the Bidders, regarding such local conditions.
- 41.2 It must be understood and agreed that such factors may have properly been Investigated and considered while submitting the bids. No claim for financial Adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any Change in the time schedule of the Contract nor any financial adjustment arising therefore shall be permitted by the Owner which are based on the lack of such clear information to its effect, the cost or time schedule.
- 41.3 The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkeys philosophy of the Owner within the quoted Lumpsum price. Any item/equipment/services/ activities/ taxes/duties, if not specifically identified in the Bid document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted Lumpsum price and no extra charges are payable by the Owner.
- 41.4 The Purchaser/Consultant will not provide any power and water connection and The Contractor/ supplier shall obtain necessary power and water connection from relevant authority and will pay its uses charges. Purchaser will not own the responsibility for providing the land.

41.5 Other terms and condition will be applicable as specified elsewhere in General Conditions of Contract and Instruction to bidder.

#### **42.0 CUSTOM CLEARANCE ETC. For FOREIGN BIDDERS**

Custom duty and IGST shall be paid by Owner. All other work related to custom clearance including port handling, transportation upto site etc. would be in the scope of bidder.

#### **43.0 INDEMNITY BOND**

After award of work, bidder has to furnish legal indemnity bond to owner equivalent to total price of delivered items/ equipment before Owner hands over such equipment to them for the purpose of further action as per scope of work in the format as given in tender (Annexure I). The Indemnity Bond against quantities ordered shall be valid from the date of receipt of 1st consignment at site & remain valid upto 06(six) months from date of the receipt of last consignment at site.

Indemnity Bond to be executed by the supplier latest by prior to purchaser's designated store for site works in case of foreign bidder however, in case of Indian bidder latest by the time of despatch of supply.

#### **44.0 RULES , REGULATIONS AND PROCEDURES**

44.1 CONTRACTOR/ SUPPLIER shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

44.2 Various procedures and method statements to be adopted by CONTRACTOR/ SUPPLIER during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

#### **45.0 ORDER OF WORKS/PERMISSIONS/RIGHT OF ENTRY/CARE OF EXISTING SERVICES**

The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by the CONTRACTOR/ SUPPLIER, as well as the agreed joint programme. The WORK shall be carried out in a manner so as to enable the other contractor/ suppliers, if any, to work concurrently.

OWNER reserves right to fix up priorities which will be conveyed by Engineer-in-Charge and the CONTRACTOR/ SUPPLIER shall plan and execute work accordingly.

#### **46.0 DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the OWNER may have paid, for which under the CONTRACT the CONTRACTOR/ SUPPLIER is liable, shall be cleared by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR/ SUPPLIER, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the CONTRACTOR/ SUPPLIER to properly identify such claims. Such claims shall be paid by the CONTRACTOR/ SUPPLIER within fifteen (15) days of the receipt of corresponding bills and if not paid by the CONTRACTOR/ SUPPLIER within the said period, the OWNER may then deduct the amount, from any amount due or becoming due by OWNER to the CONTRACTOR/ SUPPLIER under the

Contract may be recovered by actions of law or otherwise, if the CONTRACTOR/ SUPPLIER fails to satisfy the OWNER of such claims.

#### **47.0 CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES**

CONTRACTOR/ SUPPLIER shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Cranes, and Tools, Tackles and testing equipments and appliances. Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR/ SUPPLIER. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

#### **48.0 MAKE OF MATERIAL/BOUGHT OUT ITEMS**

An annexure of approved vendors for various major items is enclosed with this tender specification. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. However, for any other item not covered in the list enclosed with this tender document, prior approval shall be obtained by the contractor/ supplier for its make/ supplier's name.

#### **49.0 DOCUMENTATION**

##### **49.1 "AS BUILT" DRAWINGS**

Notwithstanding the provisions contained in standard specifications, upon completion of WORK, the CONTRACTOR shall complete all of the related drawings to the "AS BUILT" stage and provide the OWNER, the following :-

- a) One complete set of all original tracings.
- b) One complete set of full size reproducibles.
- c) One complete set of reduced size (279 mm x 432 mm) reproducible copies of all drawings.
- d) One complete set of microfilm of all original drawings.
- e) Six complete sets of reduced size (279 mm x 432 mm) prints.
- f) Six complete bound sets of Contractor's specifications including design calculations.
- g) Six complete sets, in the form of hand bound volumes, of the manufacturer's data book for all the equipments, instruments etc. including certified prints and data. Data books shall be completed with index as to tag numbers associated with manufacturer's data shown, Equipment data shall include as a minimum requirement the principle and descriptions of operations, installation and maintenance instructions, drawings and dimensions, parts list and priced purchase orders including those of major sub-vendors and suppliers. Requirements pertaining to "VENDOR DATA REQUIREMENT" attached with standard specifications for the documents to be included in the Data Book for each equipment, instruments etc. shall also be complied with.

h) Six bound copies each of the Spare Parts Data Books and the Lubricants Inventory Schedule.

**49.2 Completion Document**

The following documents shall be submitted in hard binder by the CONTRACTOR in THREE sets, as a part of completion documents: -

- a) Test results and reports.
- b) Pre-commissioning/commissioning check list.
- c) Performance certificate
- d) Completion Certificate issued by Owner's Site Engineer.
- e) No claim certificate by the Contractor.

**50.0 DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS**

- i) Computerized R.A. Bill/ Manual Bill, with IT No./ ST No./ Labour Licence No. printed thereon.
- ii) ESI/ EPF clearance certificates for the last month alongwith R.A. Bills.
- iii) Insurance Policy as per relevant clauses of Contract Agreement.
- iv) Attendance Register and Salary Records.
- v) Photocopy of the measurement book to be attached with R.A. Bills.
- vi) Any other document required for the purpose of processing the bills.
- vii) Registration Certificate with Sales tax authorities of state concerned.

**51.0 DEDUCTION AT SOURCE**

Bidder may note that if any tax is deductible at source as Permanently Indian Income Tax Law, the same will be so deducted before releasing any payment of the bidders. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices.

Owner will release the payment to the Contractor/ supplier after effecting deductions as per applicable law in force & after offsetting all dues to the Owner payable by the Contractor under the Contract.

**52.0 DELIVERY BASIS**

<b>Delivery basis:</b>	<b>Date of Delivery</b>
Indian/ Foreign Bidder: FOT site basis	Date of RR / LR

**53.0 THE STATEMENT OF AGREED DEVIATIONS SHALL BE PREPARED BASED ON THE FINALLY RETAINED DEVIATIONS IF ANY BY THE TENDERER AND ALL CORRESPONDENCES AND MOM'S HELD BETWEEN THE OWNER AND THE TENDERER PRIOR TO ISSUE OF TELEGRAM/FAX OF INTENT SHALL BE TREATED AS NULL AND VOID. ANY DEVIATION OR STIPULATIONS MADE AND ACCEPTED BY THE OWNER AFTER AWARD OF THE JOBS SHALL BE TREATED AS AMENDMENTS TO THE CONTRACT DOCUMENTS AS ABOVE.**

**54.0 THE OWNER MAY WAIVE ANY MINOR INFORMALITY OR NON- CONFORMITY OR IRREGULARITY IN A BID WHICH DOES NOT CONSTITUTE A MATERIAL DEVIATION, PROVIDED SUCH WAIVER DOES NOT PREJUDICE OR AFFECT THE RELATIVE RANKING OF ANY BIDDER.**

## **55.0 SECURITY DEPOSIT / CONTRACT PERFORMANCE BANK GUARANTEE**

### For Supply :

Within 21 Days of receipt of the FOI/ Notification of Award, the successful bidder shall furnish to the Purchaser the Contract Performance Bank Guarantee (CPBG) equivalent to EMD value or convert the EMD BG into Security Deposit / Contract Performance Bank Guarantee valid for a period of contract duration for supply i.e. 24 months.

### For Operation and Comprehensive Maintenance Services:

Within 21 days of start of O&M period for each compressor, the vendor shall furnish to the Purchaser the Contract Performance Bank Guarantee equivalent to 10% of total order value for the 10<sup>th</sup> year of operation and comprehensive maintenance charges inclusive of all taxes, duties and charges on yearly basis.

If the material supplied by contractor does not meet the guaranteed parameters and other requirement as per technical specification of contract consistently during operation at site, BGRL will revoke the Contract Cum Equipment Bank Guarantee at its sole discretion.

## **56.0 DEFECT LIABILITY PERIOD**

Clause No. 74.1 of GCC shall stand modified to the following extent:-

“The contractor shall guarantee the installation/site work for a period of 12 (twelve) Months from the date of completion of work”. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.

## **57.0 CALCULATION OF LOCAL CONTENT**

Bidder is required to upload the calculation of local content as per the format available in tender document & duly filled in all the details, failing which the preference under PP-LC shall not be given to the bidder, even if he opts for PPLC in their offer.

## **58.0 OPERATION & MAINTENANCE (O&M) REQUIREMENT**

### 58.1 Sub-Letting of Contract

No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person/firm or organization.

#### 58.2 Compliance of Laws

The contractor deploying 20 (twenty) or more workmen as contract labour shall have to obtain license from appropriate licensing authority, if required.

The contractor (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and personnel deployed by the contractor for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.

The contractor shall not engage /deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.

The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by OWNER. It shall be the duty/responsibility of the contractor to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the contractor's personnel will lead to the termination of the contract in all respects and shall face penal/legal consequences.

The contractor shall arrange for insurance of all this workers engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. OWNER has to pay compensation for a workman employed by the contractor due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the contractor and /or security deposit.

#### 58.3 The Engineer= In- Charge Shall Have Power To

i) Issue the contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the contractor shall carry out and bound by the same.

ii) During the concurrency of this contract, OWNER can increase and/or decrease the number of the services / technicians to meet contractual requirements.

iii) Order the contractor to remove or replace any workman whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the contractor.

#### 58.4 Repatriation And Termination



OWNER shall reserves the right at any time during the concurrency of the contract, to terminate it by giving 30 days notice to contractor, and upon expiry of such notice period the contractor shall vacate the BGRL site/office occupied by him immediately.

58.5 Indemnity

Contractor shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the contractor immediately on receipt of LOI).

58.6 Loading

Loading on quoted prices shall be done as per tender document.

58.7 Contractor's Responsibility

The contractor shall depute his Supervisor for supervision of the services to receive instructions from Engineer-in-Charge or his representative.

58.8 Employment Liability Of Contractor

The contractor shall indemnify OWNER & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employer for the execution of this contract at any time during/after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and OWNER shall have no responsibility towards them.

The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in the presence of the Owner's representative.

The contractor shall be directly responsible and indemnify the Owner against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

The contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor. The contractor shall ensure regular and effective supervision of the personnel deployed by him.

The contractor shall be liable for making good all damages/losses arising out of loss or theft of each handled, leakage, pilferage of any office, furniture equipment fitting and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him/work carried out by them.

During the concurrency of the job, if the work progress does not commensurate with the time elapsed in respect of any person/persons engaged by the contractor; the contractor shall be liable to pay the compensation to the Owner as may be considered reasonable by the Owner.

## **59.0 REASONABILITY OF RATES**

Since the tender is for long term requirement requiring the successful bidder to operate and maintain the supplied equipment comprehensively over a period of 10 years from the date of commissioning/Performance Acceptance Test, bidder is advised to quote reasonable rates for all the line item which are workable and sustainable for execution of the contract. Following points must be considered while submitting the offer,

- 59.1 The requirement under operations is to deploy one skilled person in all the three shifts throughout the year. The monthly rate should be such that apart from fulfilling minimum wages it includes cost of relievers, fulfilment of statutory compliances and administrative cost for effective managing and reporting system and meet all the contractual obligation as defined in the bid document.
- 59.2 The rates for all the 10(Ten)years starting from the first year should be such that it takes care of revision in minimum wages and other components as per the prevailing legal provisions of the land by incorporating suitable year on year increase.
- 59.3 Similarly cost of comprehensive maintenance should also be quoted keeping in view both the factors i.e. manpower requirement for maintenance system and spares required for comprehensive maintenance as per tender.
- 59.4 Bidders must note that the rates finalized for 10<sup>th</sup> (Tenth)year of operations and comprehensive maintenance will form the basis for finalizing the rates for these activities beyond the contractual period, if BGRL so desires. While arriving the new rates the factors like inflation rate, revision in minimum wages and variation in foreign exchange rate (if applicable) etc. will only be considered.
- 59.5 Bidders to ensure that total price quoted for Operation & Maintenance services exclusive of taxes & duties for each year, including during warranty period, shall not be less than 20% (Twenty Percent) **of the total price of Supply, Erection and Commissioning prices exclusive of taxes & duties.**

## **60.0 LABOUR LAWS AND REGULATIONS**

Before starting of work, the Contractor shall obtain a licence from concerned authorities under the Contract Labour (Abolition and Regulation) Act, 1970, and furnish a copy of the same to the Engineer-in-Charge.

- 60.1 Labour Licence  
Before starting of work, the Contractor shall obtain a licence from concerned authorities under the Contract Labour (Abolition and Regulation) Act, 1970, and furnish a copy of the same to the Engineer-in-Charge.
- 60.2 In addition to compliance of Labour Laws and Regulations stipulated in section VIII of General Conditions of Contract, the Contractor shall also comply with the following :
  - a. The Contractor shall also comply with the provisions of Building and Other Construction Workers (regulation of Employment and Conditions of Service) Act 1996[BOCW (RE&CS) Act 1996] and Building and Other Construction Workers Welfare Cess Act, 1996 and all rules, regulations, notifications issued thereunder as amended from time to time including provisions of registration of establishment of contractor hours of work, welfare measures and other conditions of service of building workers, safety and health measures etc., wherever applicable.
  - b. An amount of cess as per prevalent rate (presently @1% of the cost of construction incurred by the Contractor) shall be recovered from the bills of the Contractor as

per Building and Other Construction Workers Welfare Cess Act, 1996 and the rules thereunder as amended from time to time for depositing the same before appropriate authority. BGRL shall not deduct and pay cess, in case Contractor has already paid the cess for the works executed and submitted proof of payment. However, primary responsibility of recovery and payment of cess lies with BGRL.

- c. All the terms and conditions pertaining to compliance of labour laws contained in the GCC shall also be applicable mutatis mutandis to the BOCW (RE&CS) Act, 1996 and Building and Other Construction Workers Welfare Cess Act, 1996 and the rules thereunder.
- d. The above conditions will be applicable to all the Contractors performing “building or other construction work” as defined under BOCW (RE&CS) Act, 1996 subject to other provisions of the Act.

60.3 Every worker engaged by the Contractor should be enrolled under the following scheme:

- i. Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)
- ii. Pradhan Mantri Suraksha Bima Yojna (PMSBY)

Under the two schemes, applicable annual premium amount (presently Rs. 342/- per person) shall be considered by the prospective bidder while submitting the price bid. Proof of payment towards the above two scheme shall be submitted by the Contactor to EIC for verification of the same from time to time.

## ANNEXURE I- INDEMNITY BOND

### PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

WHEREAS **BHARAT GAS RESOURCES LIMITED.** (hereinafter referred to as "BGRL") which expression shall, unless repugnant to the context include its successors and assigns, having its office at ECE HOUSE, CONNAUGHT PLACE, NEW DELHI has entered into a contract with M/s\*..... (hereinafter referred to as the "**Contractor**") which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at \*..... and on the terms and conditions as set out, inter-alia in the [ *mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the '**CONTRACT**' which expression shall include all amendments, modifications and / or variations thereto.

BGRL has also advised the Contractor to execute an Indemnity Bond in general in favour of BGRL indemnifying BGRL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of BGRL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BGRL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against BGRL under or in relation to this contract. The Contractor undertakes to compensate and pay to BGRL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by BGRL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct /indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with BGRL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of BGRL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which BGRL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/revoked by any change/ modification / amendment / assignment of the contract or any merger of the Contractor with other entity or any change in the constitution /structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of BGRL are settled by the Contractor and/or BGRL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [ Contractor]

*Authorised Representative*

Place:

Dated:

Witnesses:

1.

2

**BHARAT GAS RESOURCES LIMITED**

**INTEGRITY PACT**

**Between**

Bharat Gas Resources Limited (BGRL) hereinafter referred to as "The Principal",  
And

..... hereinafter referred to as "The Bidder/ Contractor/ Supplier"

**Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for ..... 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 Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint Independent External Monitor(s) (IEM) as detailed in Annexure who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

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

## **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.
  - e) The Bidder / Supplier / Contractor shall make sure that the terms of this Integrity pact are also adopted by its Sub-Contractors / Sub-Sub-Contractors, etc., if any and submit such adoption confirmation proof to the Principal.
- 2) The Bidder / Contractor / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **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 process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be

imposed for a minimum of 6 months and maximum of 3 years.

- 2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- 3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section 4 – Compensation for Damages**

- 1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security/EMD.
- 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 CVC 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.
- 5) Any Bidder / Supplier / Contractor entering into Integrity Pact, aggrieved by any decision / action of the Principal, shall approach the IEM(s) and await their decision before pursuing any other remedy available to him in law.

.....  
For the Principal

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

Place .....

Witness 1  
(Signature/Name/Address)

Date .....

Witness 2:  
(Signature/Name/Address)

**Integrity Pact Program – Details of Independent External Monitors to be mentioned in tender documents**

<b>Shri. Vikram Srivastava</b>	<b>Shri. Virendra Bahadur Singh</b>	<b>Shri. Sudhir Chowdhary</b>
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
E-202, Second Floor , Greater Kailash Part 2, New Delhi - 110048	H.No. B-5/64, Vineet Khand, Gomati Nagar, Lucknow - 226010	Flat No. 203, Adarsh CGHS Ltd. Plot No. 67, Sector – 55, Gurugram
<a href="mailto:vikramsrivastava1973@gmail.com">vikramsrivastava1973@gmail.com</a>	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>	<a href="mailto:Sudhirchowdhary38@yahoo.com">Sudhirchowdhary38@yahoo.com</a>
Mob. No. 09810642323	Mob. No. 8853760730	Mob. No. 9416045656

## BID QUALIFICATION CRITERIA

### A) Established Manufacturer or authorized Indian dealer/ distributor/ packager:

The bidder must be a **Manufacturer or authorized Indian dealer/ distributor/ packager for Electric Motor Driven CNG Compressor.**

i) In case the bidder is an Indian Manufacturer: Bidder can **directly** submit the bid or the bid can be submitted through **their authorized Indian dealer/ distributor/ packager.**

ii) In case the bidder is a Foreign Manufacturer: Bidder can **directly** submit the bid or the bid can be submitted through **their authorized Indian dealer/ distributor/ packager/ Indian subsidiary.** The foreign manufacturer must have **service facilities with manpower in India.** The Supply Order shall be placed on the Principal Foreign Manufacturer in the quoted currency (EURO or USD only) and the Service Order for all services to be provided in India shall be placed on their authorized dealer/ distributor/ packager/ Indian Subsidiary in INR.

iii) In case the bidder is an **authorized Indian dealer/ distributor/ packager/Indian subsidiary of the Manufacturer:** Bidder must be having a business association of more than 1 year as on the due date of the tender, with the manufacturer of whom the compressor package will be offered.

The bidder has to submit an authority letter specific to this tender from the Manufacturer, who has authorized them to market their product in India. Offers without the authority letter from compressor manufacturer will not be considered.

Note: A manufacturer can authorize only one dealer and an authorized dealer shall offer product of a single manufacturer. Either Manufacturer or their Authorized dealer can quote.

Bidding through JV or in a Consortium is not permitted.

#### Documents required:

##### **a. For Indian Bidders:**

i) ISO certificate or A Certificate from NABCB Accredited TPIA stating that the bidder is a manufacturer of Electric Motor Driven CNG Compressor.

##### **b. For Foreign Bidders:**

i) ISO certificate or A Certificate from NABCB Accredited TPIA or extended arm of NABCB Accredited TPIA in bidders country stating that the bidder is a manufacturer of Electric Motor Driven CNG Compressor.

##### **c. For Authorized Indian dealer/ distributor/ packager/Indian subsidiary of the Manufacturer:**

i) The bidder should submit an Authority Letter issued by the Manufacturer stating that the bidder has a business association with the Manufacturer for more than 1 year as on due date of the tender.

ii) ISO certificate or A Certificate from NABCB Accredited TPIA stating that the party issuing the above mentioned authority letter is a manufacturer of Electric Motor Driven CNG Compressor.

iii) Back to back guarantee letter issued by the Manufacturer stating that the Manufacturer shall fulfill the contractual obligations for supply and warranty of the tendered item in case of failure of the bidder.

## **B) Supplying Capacity.**

The bidder, during any continuous 12 months, in the last ten years ending on the date of floating of tender, should have supplied at least 5 no. of 600 SCMh or higher capacity Electric Motor Driven CNG Compressor Packages, out of which, at least one no. 600 SCMh or higher capacity Electric Motor Driven CNG Compressor Package should have been supplied in India and should have completed continuous trouble free operation for minimum 4000 hours.

### Documents required:

- a. Copies of Purchase Order (PO) / Work Order (WO)
- b. Copies of Invoices against the above POs/WOs
- c. Inspection Release Note of the referred PO/ Completion Certificate from the Client specifying the above supplies.
- d. Certificate issued by end users for continuous trouble free operation for minimum 4000 hours with compressors details

## **C) O & M Services:**

The bidder should have provided Operation & Maintenance services either directly or through his authorized Indian dealer/ distributor/packager/Indian subsidiary for at least 5 no. electric motor driven CNG Compressor packages for a period of not less than one year during any continuous 12 months, in the last ten years ending on the date of floating of tender.

### Documents required:

- a. Copies of Purchase Order (PO) / Work Order (WO)
- b. Copies of Invoices
- c. Certificate issued by the Client for satisfactory operation and maintenance services.

## **D) Financial:**

- a. Turnover:

The bidder should have achieved a minimum average annual financial turnover of Rs.12.08 Cr. or USD 1741000/EURO 1570000 (**For Foreign bidders**), as per the audited financial statements (Balance Sheet and Profit & Loss account), during the last three consecutive accounting years prior to the bid due date.

- b. The bidder's net worth should be positive as per last available Audited financial statements including Balance Sheet and Profit & Loss account.

**Documents required:** Available audited balance sheets and Profit & Loss account of the vendor for the last three consecutive accounting years (English language only) prior to the bid due date.

## **E) Undertaking for not being on Holiday List:**

The Bidder should submit a declaration to the effect that they **are not currently serving any Holiday listing order issued by BPCL or MOPNG debarring them from carrying on business dealings with BPCL/MOPNG or serving a banning order by any other Oil PSE**. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

### Documents Required:

An undertaking in support of above to be submitted by the bidder on their letter head.

#### **F) Undertaking for not being under Liquidation:**

The Bidder should submit a declaration to the effect that they **are not under liquidation, Court Receivership or similar proceedings**. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

#### Documents Required:

An undertaking in support of above to be submitted by the bidder on their letter head.

#### **G) Documents Verification:**

##### **For Indian Bidders -**

All the above mentioned documents required from point A to D should be duly verified by any one of the TPIAs which are accredited under “**NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A**” in QCI’s NABCB website as on the date of verification of documents.

All charges of the third party for attestations and verification shall be borne by the Vendors.

Bidder has to upload the TPI verification certificate on TPIA's letter head duly signed & stamped by Authorized signatory of TPIA in the BPCL/BGRL format duly filled by the TPIA before the due date of submission of the bids. An undertaking Note from TPI has to be uploaded stating that ‘**all the required documents have been verified physically and complied as per tender ‘Bid Qualification Criteria’**’.

##### **For Foreign bidders -**

All the above mentioned documents required from point A to D should be duly verified by any one of the TPIAs which are accredited under “**NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A**” in QCI’s NABCB website as on the date of verification of documents

Or

An extended arm of NABCB Accredited TPIA in the bidders' country,

Or

An official, authorized for this purpose in Indian Embassy/ High Commission in bidder’s country,

Or

Apostille affixed by competent authorities designated by the government of bidder’s country for member countries of Hague Convention 1961

In case the bidder is getting the documents verified by a TPIA as above, the bidder has to upload the TPI verification certificate on TPIA's letter head duly signed & stamped by Authorized signatory of TPIA in the BPCL/BGRL format duly filled by the TPIA before the due date of submission of the bids. An undertaking Note from TPI has to be uploaded stating that ‘**all the required documents have been verified physically and complied as per tender ‘Bid Qualification Criteria’**’.

All charges of the third party for attestations and verification shall be borne by the Vendors.

Submission of authentic documents is the prime responsibility of the Bidder. However, BPCL/BGRL reserves the right of getting the document cross verified, at their discretion from the document issuing authority.

**FORMAT FOR UNDERTAKING OF NOT BEING ON HOLIDAY LIST**

**DECLARATION**

**(To be submitted along with Unpriced bid)**

M/s. \_\_\_\_\_ hereby declare that we are not currently serving any Holiday Listing orders issued by BPCL or MOPNG debaring us from carrying any business dealings with the BPCL/MOPNG or serving a banning order by another Oil PSE.

**Stamp and Signature of Bidder**

**Date:**

P.S. : Offers not accompanied with a declaration may lead to rejection. Any wrong declaration in this context shall make the Agency liable for action under BPCL Holiday Listing procedure.

***CONTACT PARTICULARS***

NAME OF PERSON:

TEL NO. OFFICE :

TEL NO. :

MOBILE NO. :

E-MAIL ID :

**FORMAT FOR UNDERTAKING FOR NOT BEING UNDER LIQUIDATION**

**DECLARATION**

**(To be submitted along with unpriced bid)**

M/s. \_\_\_\_\_ hereby declare that we are not under liquidation, Court Receivership or similar proceedings.

Stamp and Signature of Bidder

P.S. : Offers not accompanied with a declaration may lead to rejection. Any wrong declaration in this context shall make the Agency liable for action under BPCL Holiday Listing procedure.

**CONTACT PARTICULARS:**

NAME OF PERSON :  
TEL NO. OFFICE :  
TEL NO. RES. :  
MOBILE NO. :  
E-MAIL ID :