

REQUEST FOR QUOTATION (RFQ)

RFQ No.: SM/A872-020-QB-MR-9170/1013

Date: 21.12.2017

To, M/s	Client : BHARAT PETROLEUM CORPORATION LIMITED Project: LPG IMPORT TERMINAL FACILITIES PROJECT AT HALDIA MR No.: A872-020-QB-MR-9170 REV. A Item: LINE PIPES{BARE & COATED (API-5L)} Due Date & Time: 19.01.2018; Up to 1200 Hrs. (IST)
UNPRICED BID OPENING:	At 1400 Hours (IST) on 22.01.2018.
PRE-BID QUERIES	Last date for submission of Pre Bid Queries will be 28.12.2017
PRE-BID MEETING :	A Pre-bid conference will be held on 29.12.2017 at 10:00 Hrs. (IST) at Conference Room, Business Center, Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi-110066, India.
PRICED BID OPENING:	TIME & VENUE SHALL BE INTIMATED LATER.

GENTLEMEN,

1. Online electronic Bids are requested on behalf of our Client M/s BHARAT PETROLEUM CORPORATION LIMITED under **International Competitive Bidding Basis** from competent agencies **fulfilling Qualification Criteria as per Detailed Notice Inviting Bid (NIB)** for the subject item in complete accordance with RFQ Documents/ attachments.
2. Bidders interested to submit their offer can download the complete enquiry document from NIC Portal/ Central Public Procurement Portal (CPPP) i.e. <http://eprocure.gov.in/eprocure/app>. Also, Bidders are required to upload their bid along with all supporting documents & priced part on the e-tendering website (<http://eprocure.gov.in/eprocure/app>) only, on or before the due date and time for submission of bid. Bidders are required to register themselves at <http://eprocure.gov.in/eprocure/app>. No registration fee would be charged from the bidders.
3. **Detail instructions for submission of bids is mentioned at Sl. No. 9.0 of Detailed Notice Inviting Bid (NIB).**
4. Commercial requirements are specified in the attached General Purchase Conditions, Special Purchase Conditions, Instructions to Bidders, Terms & Conditions for Site Work (applicable if MR calls for Scope of Site Work), Terms & Conditions for Supervision of Erection, Testing & Commissioning (applicable if MR calls for supervision), Terms & Conditions for Hazop Study, Agreed Terms & Conditions (ATC) questionnaire etc. The ATC should be duly filled in, signed & stamped, scanned and uploaded with your bid.
5. Bidders are advised to submit bids strictly based on the specifications, terms & conditions contained in the RFQ Documents and should not stipulate any deviation.
6. Addendum / corrigendum to the RFQ Documents if issued must be signed and submitted along with

the bid.

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

8. **Delivery Period: - As per Sl. No. 4.0 of Detailed Notice Inviting Bid (NIB).**

9. The offer should be valid for 4 (**Four**) months from final bid due date.

10. **Payment Terms:**

Supply:

- 90% payment within 30 days against receipt of dispatch Document (Lorry receipt and other dispatch documents as per PO/PR).
- 10% payment within 30 days on receipt and acceptance of all material at site by BPCL (Site in charge).

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

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

13. **POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP):**

Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part II no. 357 dated 09.05.2017", notified the "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" (copy enclosed as Annexure-III to RFQ):

- 1) Under the policy, purchase of the Iron & Steel Products covered under column 'a' of Appendix – A of the policy, shall be subject to minimum value addition as stipulated in the Appendix. Value addition shall be determined by formula specified in clause 7.2 of the policy.
 - 2) The bidder shall be the manufacturer of offered product except if the specific enquiry permits Sole Selling / Authorized Distributors / Authorized Dealers / Authorized Supply Hosues etc. of the domestic manufacturers.
 - 3) In case of detection of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document, at any stage before or after award, the following actions shall be taken by the procuring company:
 - a. Forfeiture of EMD/CPBG depending upon the stage of detection.
 - b. Banning of business dealings in line with policy.
 - 4) In case of any complaint or doubt regarding the domestic value addition furnished by a bidder in his bid, BPCL / EIL shall reserve the right to verify the domestic value addition. The bidder shall provide unhindered access to his relevant records in this regard, to the authorized representatives of BPCL / EIL. In case of such verification, if the bidder's claim is found to be incorrect, in addition to the actions stipulated in 3 above, the bidder shall pay Rs. 10 Lakh to BPCL / EIL as the lumpsum cost of verification.
 - 5) Bidder shall furnish self-certification as per format enclosed with the policy else bid of such bidder shall be rejected.
14. Please submit your Acknowledgement against the RFQ on EIL's website <http://tenders.eil.co.in> within the due date & time, with reasons(s) of not participating in the bidding in case of regret/negative acknowledgment.
15. Purchase preference shall be applicable for this RFQ. Refer bidding document for details.
16. Consortium/ Joint/ Multiple/ alternative bids shall not be acceptable.
17. Contact Persons for this RFQ are:

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

Mr. D. Chatterjee, AGM (C&P), Contact No. 011-2676 3516 & email: d.chatterjee@eil.co.in or

Mr. Vivek Dixit, Dy. Manager (C&P), Contact No. 011-2676 3209 & email: vivek.dixit@eil.co.in

***Please specify Ref. No. (SM/A872-020-QB-MR-9170/1013) in all Correspondence.**

THIS IS NOT AN ORDER

Very truly yours,
For & On Behalf of BPCL

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

Enclosure: As per List Attached.

LIST OF ENCLOSURES

DOCUMENT

- A) Request For Quotation (RFQ)
- B) Annexure-I to RFQ- Short NIT
- C) Annexure-II to RFQ- Detailed NIT
- D) Annexure-III to RFQ- Steel Policy
- E) Other Commercial documents:
 - i) Price Schedule Format (For Indian Bidders)
 - ii) Form-A (Format for Pre Bid Queries)
 - iii) Agreed Terms & Conditions (For Indian Bidders)
 - iv) Instructions To Bidders (ITB)
 - v) Special Purchase Conditions (SPC)
 - vi) General Purchase Conditions (GPC)
 - vii) EMD Performa
 - viii) Integrity Pact
 - ix) E-Tendering Methodology
- F) Technical document:
Material Requisition (MR) No. : **A872-020-QB-MR-9170 REV. A**



NOTICE INVITING TENDER (NIT)
LPG IMPORT TERMINAL FACILITIES PROJECT AT HALDIA
OF M/s BPCL
(DOMESTIC COMPETITIVE BIDDING)



Engineers India Limited (EIL), on behalf of Bharat Petroleum Corporation Limited invites E-bids from eligible bidders for the following works/ items:

Name of Work/ Item	Bidding Document on Website	Bid submission due date and time
LINE PIPES {BARE AND COATED (API 5L)} BIDDING DOCUMENT NO.:SM/A872-020- QB-MR-9160/1012	From 20.12.2017 To 1200 HRS (IST) on 18.01.2018	Up to 1200 Hrs. (IST) on 18.01.2018
LINE PIPES {BARE AND COATED (API 5L)} BIDDING DOCUMENT NO.:SM/A872-020- QB-MR-9170/1013	From 21.12.2017 To 1200 HRS (IST) on 18.01.2018	Up to 1200 Hrs. (IST) on 19.01.2018

Contact Person: DGM (SCM), Telephone No.: +91-11-26763504 / 3209, E-mail: s.mitra@eil.co.in,
vivek.dixit@eil.co.in

The Detailed NIT along with Qualification Criteria and Bidding Document can be viewed / downloaded from any of the given websites:, www.bharatpetroleum.in & <http://eprocure.gov.in/eprocure/app>

Bidders are required to upload & submit their E-bid through the Central Public Procurement Portal: <http://eprocure.gov.in/eprocure/app> only.

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

Dy. General Manager (SCM)
Engineers India Limited, Delhi



NOTICE INVITING BID (NIB)
FOR “LINE PIPES {BARE AND COATED (API 5L)}”
FOR
LPG IMPORT TERMINAL FACILITIES PROJECT AT HALDIA
OF M/s BPCL
(BIDDING DOCUMENT NO: SM/A872-020-QB-MR-9170/1013)
(DOMESTIC COMPETITIVE BIDDING)
E-Tendering



1.0 INTRODUCTION

- 1.1 Bharat Petroleum Corporation Ltd. is in the process of establishing a new LPG import terminal Project at Haldia, West Bengal. M/s Engineers India Limited (EIL) has been appointed as Project Management Consultant (PMC) for the project.
- 1.2 Engineers India Ltd. (EIL) on behalf of M/s Bharat Petroleum Corporation Limited invites Bids under Single Stage Two Part Bid System for ‘**LINE PIPES {BARE AND COATED (API 5L)}**’ from eligible bidders with sound technical and commercial capabilities meeting the Bidder Qualification Criteria stated in Cl. 7.0.

2.0 BRIEF SCOPE OF WORK:

M/s Bharat Petroleum Corporation Limited (BPCL) proposes to set up a LPG import terminal of 1.0 MMTPA capacity at Haldia in state of Bengal, India.

For the above pipeline system, it is proposed to procure 25” OD x 5.8 km (approx.) LTCS line pipes as per the following details:

3.0 SCOPE OF SUPPLY

Item No.	Quantity (Meter)	Description			
1.0		Supply of API 5L PSL-2, Submerged arc longitudinal welded (SAWL) Low Temperature Carbon Steel line Pipes manufactured & conforming to specification no. 6-71-0001 and its addendum No. A872-020-83-41-AD-0001, performing works as per Scope Of Work No. A872-020-83-41-SOW-9170 & 3-Layer PE coating works as per specification no. 6-71-0041 (as applicable), and as per following details:			
		Specified Outside Diameter, mm(inch)	Material Grade	Specified Wall Thickness, mm	Condition
1	5,300	635.0 (25”)	API 5L Gr. X-60 PSL-2	9.53	Coated
2	500	635.0 (25”)	API 5L Gr. X-60 PSL-2	11.13	Bare

Notes:

- Bidder must quote for full quantity of item nos. 1 & 2, else bidder's offer shall not be considered for evaluation. All the items shall be clubbed together for award.
- Item no. 1 shall be with external coating only.
- Item no. 2 shall be shall be bare without any external or internal coating.

4.0 DELIVERY PERIOD:

For Indian Bidders : **Supply:** Within **15 (FIFTEEN) Weeks** on FOT Despatch Point Basis from the date of Letter of Acceptance. The date of LR/GR shall be considered as the date of delivery.

5.0 SALIENT FEATURES OF THE BIDDING DOCUMENT ARE AS FOLLOWS:

- a) Bidding Document No. : **SM/A872-020-QB-MR-9170/1013**
- b) Bidding Document availability on Website. : **21.12.2017 to 1200 HRS (IST) 19.01.2018.**
The detailed NIT along with Qualification Criteria and complete Bidding Document can be viewed and downloaded from Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>. Link of the same can be viewed from EIL's website: <http://tenders.eil.co.in>
- c) Last date for submission of pre-bid queries : **28.12.2017**
- d) Date of Pre-Bid Meeting : **1000 Hrs. (IST) on 29.12.2017 (#) at Engineers India Limited, Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi-110066.**
- e) Last Date and time of submission of Bids : **Up to 1200 Hrs. (IST) on 19.01.2018**
- f) E-Bid submission through E-tendering : Only E-bids uploaded in Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> are acceptable. Physical Bids and Bids submitted through any other mode are not acceptable.
- g) EMD submission : Bidders are required to submit the EMD in original in the manner prescribed in the Bidding Document in sealed envelope titled **"Earnest Money Deposit for Bidding Document No. SM/A872-020-QB-MR-9170/1013"**. However, bidders are required to upload the scanned copy of EMD on E- Tendering website along with the e-bid.

Bids not accompanied with EMD shall be rejected. If the bidder is unable to submit EMD in original on the Bid Due Date & time, he should upload a scanned copy of the EMD while submitting the bid in e-tendering website, provided the original EMD (copy of which has been uploaded) is received within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the bidder.
- h) Opening of Techno-commercial (Un priced) Bids : **1400 Hrs. (IST) on 22.01.2018**
(Bidders may witness Unprice bid opening through CPP Portal remotely from their places)
- i) Cost of Bidding Document : Not Applicable.
- j) Bid Security / Earnest Money Deposit (EMD) :

For Indian Bidder
INR 15,00,000.00 (Indian Rupees Fifteen Lakh only)
- k) Opening of Priced Bids : After evaluation and short listing of Un-priced techno-commercial Bids.
(Bidders may witness Price bid opening through CPP Portal remotely from their places)

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

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

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

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

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

Request for extension or any queries received from any bidder with less than four working days prior to bid due date shall generally be ignored, since there will not be adequate time for proper communication with Client and other Bidders. Bidders shall submit the bid directly and in their own name without involving any intermediaries.

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

6.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- 6.1 Earnest Money Deposit (EMD) as mentioned above shall be submitted within the Bid Due Date. EMD shall be submitted in the form of crossed Demand Draft / Pay Order / Banker's Cheque payable at Noida or Bank Guarantee (as per Proforma provided in the GPC) or SBLC in favour of "Bharat Petroleum Corporation Limited". Earnest Money Deposit (EMD) shall be valid for a period of **06 (Six) months** from the due date of opening of Techno-commercial Bids and shall be submitted from any Indian scheduled bank which includes Indian branch of foreign bank recognized as scheduled bank by RBI. Foreign Bidders may also submit BG from an international bank of repute having a branch in India or having correspondent banking relationship with an Indian scheduled bank, in which case the BG shall be countersigned by their Indian Branch or by any Scheduled Indian Bank.

Exemption of Bidding Document fee and EMD will be applicable for Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) as per provision mentioned in para 6.4 below.

- 6.2 Bidders are required to submit the EMD (in the prescribed format) in original at the time of bid submission in sealed envelope and are required to upload the scanned copy of EMD on e-Tendering website along with e-Bid. EMD in original shall be submitted in a **sealed envelope titled "Earnest Money Deposit for Bidding Document No. SM/A872-020-QB-MR-9170/1013"**. Bidder must upload the scanned copy of EMD (in the prescribed format) on e-Tendering website along with the e-bid. Swift message/Cheque/Cash shall not be acceptable. In case bidder fails to upload scanned copy of EMD on e-tendering website by the bid due date & time, such bid shall not be considered for evaluation.

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

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

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

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.

- b) The above document submitted by the bidder shall be duly authenticated as per Clause No. 7.3.4 below.
- c) If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.

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

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

Beneficiary: BHARAT PETROLEUM CORPORATION LIMITED

Bank Details: Standard Chartered Bank,
Branch Name: Barakhamba Road
Narain Manzil, 23, Barakhamba Road
MICR No.: 110036002
Account no: 52205015073
IFSC code (For RTGS): SCBL0036020
IFSC code (For NEFT): SCBL0036020
BPCL Income Tax PAN Number: AAACB2902M

7.0 BIDDER'S QUALIFICATION CRITERIA (BQC):

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

7.1 BIDDER QUALIFICATION CRITERIA FOR LINE PIPES (TECHNICAL)

7.1.1 Qualification Criteria For Bare Pipes

7.1.1.1 In line with the steel policy issued by Govt. of India, Bidder has to submit the affidavit as per the steel policy enclosed with the Bidding Document.

7.1.1.2 In absence of above affidavit as per format, the offer of bidder shall be summarily rejected and the offer shall not be considered for further evaluation.

7.1.1.3 The bidder shall be a Manufacturer of API 5L Quality line pipes and shall have valid license to use API monogram on API 5L line pipes of Product Specification Level 2 (PSL 2) from the proposed pipe mill(s).

7.1.1.4 The bidder shall have manufactured and supplied from the proposed pipe mill(s) at least 1.0 km of line pipe in a single order as per API 5L PSL-2 that are of same type and equal or higher in terms of diameter, wall thickness and grade as quoted for all individual items listed in scope of supply, in the last seven (07) years reckoned from the bid due date.

7.1.2 Qualification Criteria For Coating Works

7.2.1.1 Bidder should be a coating applicator and should have completed at least one involving line pipe coating using Three Layer Polyethylene coating (3L PE) [side extruded external] of minimum 2.65 KM and having diameter 18" in the last 07 (Seven) years from the due date for submission of bid.

7.2.1.2 Bidder can relocate their coating plant, subject to meeting the following:

a) Certificate from Third Party Inspection (TPI) Agency for the existing coating plant along with the Bid.

b) A confirmation with the bid that the Bidder will provide certificate from one of the above TPI Agency for the relocated coating plant before start of the execution of Order from the relocated Plant.

7.2.1.3 Non-compliance to the above requirement will make the plant liable for rejection.

7.1.4 Sub-Contractor For Coating Works

In case bidder (Pipe manufacturer) does not have facility for 3LPE coating works, bidder may propose coating agency, meeting the qualification criteria as above as per clause no. 7.1.2 and specification requirements as per bidding document. Bidder shall also submit commitment letters and the compliance to MR requirements from subcontractor, if any.

7.2 FINANCIAL CRITERIA

The average Annual Financial Turnover of the bidder in last 3 (three) financial years as per the audited annual financial results up to the due date for submission of bids should not be less than **INR 9,38,40,000.00 (Indian Rupees Nine Crore Thirty Eight Lakh Forty Thousand Only)**

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

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

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

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

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

Accordingly, the definition of Networth shall be as follows:

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

7.2.2 Working Capital of the Bidder as per the immediate preceding year's audited annual financial results should not be less than **INR 1,17,30,000.00 (Indian Rupees One Crore Seventeen Lakh Thirty Thousand Only)**

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

Notes:-

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

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

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

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

- c. In case of Foreign Bidders, if Audited Financial Report is in currency other than US Dollars/Euro, the respective/desired figure for calculation of above details shall be converted into equivalent

US Dollars/Euro considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the conversion rate of USD/ Euro as on last date of Bidder's financial year shall be considered based on RBI reference Rates.

7.3 **DOCUMENTS & DATA REQUIRED WITH BID:**

7.3.1 **For Experience Criteria (Technical):**

7.3.1.1 Line pipe Manufacturer shall furnish documentary evidence along with the bid, to establish the above qualification criteria, such as purchase order/ work order, inspection release note/ completion certificates of relevant previous supplies & API 5L License to use API monogram on API 5L PSL2 line pipes.

7.3.2 **For Financial Criteria:**

7.3.2.1 Bidder shall furnish documentary evidence in the form of complete audited annual financial statements along with auditor's report of the preceding 3 (Three) financial years, along with the Bid to establish Bidder's conformance to Financial Criteria mentioned in Cl. 7.2 above.

7.3.3 All documents furnished by the bidder in support of meeting the experience and financial criteria (7.1 & 7.2 above) of BQC shall be submitted in a separate section/booklet along with their offer. This section/booklet shall be titled as "**Documentation against Bidder Qualification Criteria {Experience & Financial}**" with proper index and page numbering. Refer Instructions to Bidders (ITB) for details.

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

Either

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

Or

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

Or

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

Or

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

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

However, in case the bidder submits either a photo copy of complete audited financial statement or a translated copy of the published financial statements, the same shall be authenticated, in original as per 7.3.4 above.

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

7.3.7 Submission of authenticated documents is the prime responsibility of the Bidder.

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

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

7.3.10 **Failure to meet the above Qualification Criteria will render the Bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the**

first instance itself along with their bids, in support of their fulfilling the Qualification Criteria as given above.

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

8.0 PRE-BID CONFERENCE / MEETING

- 8.1 Bidders are requested to attend a pre-bid meeting at Engineers India Limited, Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi-110066, India.
- 8.2 Bidders are requested to submit Pre-bid queries through e-mail in the format prescribed in Bidding Document to reach EIL on or before date indicated in Bidding Document.
- 8.3 BPCL/EIL reserves the right not to entertain pre-bid queries received after last date of submission of pre bid queries as mentioned in the Bidding Document.
- 8.4 Any modification of the Bidding Document, which may become necessary as a result of the pre-bid queries / pre bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment.

9.0 SUBMISSION OF BIDS & VALIDITY

- 9.1 Bids are required to be submitted only through CPP Portal (URL: <http://eprocure.gov.in/cppp/app>) using valid digital signature Certificates. Bidders are required to register themselves on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/cppp/app>). No registration fee would be charged from the bidders. Detailed Instructions in this regard are provided as Annexure-I to Instructions to Bidder (ITB) section of the Bidding Document.
- 9.2 Bidders in their own interest are requested to register on the CPP Portal and upload/submit their bid well in time. Bidder will be responsible for any delay due to other issues.
- 9.3 Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering. Bids sent through Fax/E-mail/Courier/Computer floppy/CD/Pen Drive shall not be accepted.
- 9.4 Bidder to refer E-tendering Methodology provided as Annexure-I to Instructions to Bidders (ITB) in the bidding document. Bidders are requested to get acquainted with the E-Tendering System in advance and obtain/seek clarifications, if any from EIL and / or the CPP Portal Help Desk (Contact No. . +91-120-4200462, +91-120-4001002, +91-8826246593, 1800-3070-2232 or Mobile Nos. +91-7878007972/ +91-7878007973).
- 9.5 Validity of bid shall be **4 (Four)** months from the final due date of opening of Techno-commercial (Un-priced) Bids.
- 9.6 **Earnest Money Deposit & MSE certificate** required to be submitted in original shall be submitted in sealed envelopes to the below mentioned address within 07 calendar days from the date of opening of unpriced bids. Scanned copy of the same to be uploaded on e-procurement Portal:
Kind Attention: Ms. Sunita Mitra-DGM (C&P),
1st Floor, Engineers India Bhawan,
1, Bhikaiji Cama Place,
New Delhi-110066, India
- 9.7 All documents furnished by the bidder in support of meeting the technical and financial criteria (7.1 and 7.2 above) of BQC as per NIT including Integrity Pact & Power of Attorney shall be Digitally Signed authenticated copies and submitted in e-tendering website along with their offer. In such case, bidders shall not be required to submit the original authenticated documents including Power of Attorney & Integrity pact in physical form to EIL.

In case of submission of digitally signed authenticated copies of documents for meeting BQC, bidder shall not be required to submit the original authenticated documents in physical form in EIL subject to confirmation by bidder on Annexure-II attached with NIT.

In case bidder is not able to submit the authenticated documents through e-tendering website as per the requirement of bidding document, bidder shall submit the authenticated copies of documents in original hard copy for meeting BQC, as above in a separate section/ booklet within 07 (Seven) calendar days of unpriced-bid opening. This section/booklet shall be titled as "Documentation against Bidder Qualification Criteria (Commercial & Financial)" for bidding document no. **SM/A872-020-QB-MR-9170/1013** with proper index and page numbering.

10.0 GENERAL

- 10.1 BPCL/EIL reserves the right to carry out capacity & capability assessment of the bidder using in-house information and past performance.

- 10.2 If the bidder / bidder's proposed subcontractor are on Holiday/Negative list of OWNER or EIL or MOP & NG or other Oil PSE on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidder(s) shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/ downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award.
- 10.3 BPCL/EIL will not be responsible or liable for cost incurred in preparation & submission of bids, regardless of the conduct or outcome of the bidding process.
- 10.4 In case any Bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.
- 10.5 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 10.6 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.
- 10.7 Bidder shall not be under liquidation, court receivership or similar proceeding.
- 10.8 Bids on Consortium or unincorporated Joint-Venture basis shall not be accepted.
- 10.9 Integrity Pact, duly signed & stamped on each page, shall be submitted with Techno-commercial bid, failing which the bid shall not be considered for further evaluation.
- 10.10 For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
- 10.11 Techno-commercial part of the Bids shall be opened at 1400 Hrs. (IST) as mentioned in this NIB. Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.
- 10.12 Bidders may view the Bid opening statement through CPP Portal at <http://eprocure.gov.in/cppp/app> after conclusion of Unpriced Bid Opening by Owner /EIL or may witness the bid opening in EIL Office, Delhi.
- 10.13 Evaluation and ordering shall be done on bottom-line basis as per the provisions of the RFQ Document.
- 10.14 Bids received after stipulated bid due date and time i.e. late bids due to any reasons whatsoever will not be considered.
- 10.15 OWNER/EIL reserves the right to reject any or all the bids received or annul the bidding process at any time without assigning any reason whatsoever
- 10.16 Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy.
- 10.17 Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, in present tender, as the tendered quantity cannot be split due to nature of job, MSE shall be allowed for supply of total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15%, then L1 MSE will be offered first and if matches the L1 price, MSE shall be allowed for supply of total tendered quantity. If L1 MSE does not matches L1 price, other MSEs falling in range of L1+15% band will be offered in order of L2 MSE,L3 MSE etc. until they match L1 price. No separate preference will be given to MSE owned by Scheduled Caste & Scheduled Tribe entrepreneurs over MSE owned by general person as quantity cannot be split in this tender.
- 10.18 Clarifications if any, can be obtained (on working days, between 09:00 hrs to 16:00 hrs) through: Telephone Nos.: +91-11-2676 3504 / 3113/ 3209 and/or E-mail: Sunita.mitra@eil.co.in, d.chatterjee@eil.co.in , vivek.dixit@eil.co.in

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

Dy. General Manager(SCM)
Engineers India Limited, Delhi

SELF-CERTIFICATION

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

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

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

DECLARATION

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

Specimen Signature of authorized representative

Signature

Name & Designation (CEO or CFO or Company Secretary)

ANNEXURE-II

COMPLIANCE TO AUTHENTICATION REQUIREMENT

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____



भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)

PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित

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NEW DELHI, TUESDAY, MAY 9, 2017/VAISAKHA 19, 1939

इस्पात मंत्रालय

(स्थापना प्रभाग)

अधिसूचना

नई दिल्ली, 8 मई, 2017

सा.का.नि. 451(अ).—सरकारी खरीद में घरेलू निर्मित लोहा और इस्पात उत्पादों को बरीयता देने की नीति सामान्य जानकारी हेतु एतद्वारा प्रकाशित की जाती है :-

सरकारी खरीद में घरेलू रूप से निर्मित लोहा एवं इस्पात उत्पादों को बरीयता देने के लिए नीति

1. पृष्ठभूमि

- 1.1 यह नीति सरकारी खरीद में घरेलू रूप से निर्मित लोहा एवं इस्पात उत्पादों (डीएमआई एंड एसपी) को बरीयता देती है।
- 1.2 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में परिशिष्ट-क में यथा दिए गए अनुसार उत्पादित लोहा एवं इस्पात उत्पादों पर लागू होती है।
- 1.3 यह नीति सरकारी परियोजनाओं के लिए लोहा एवं इस्पात उत्पादों की खरीद के लिए प्रत्येक मंत्रालय अथवा सरकार के विभाग और उनके प्रशासनिक नियंत्रण में सारी एजेंसियों अथवा प्रतिष्ठानों पर और न कि वाणिज्यिक पुनर्विक्री के उद्देश्य अथवा वाणिज्यिक विक्री के लिए वस्तुओं के उत्पादन में उपयोग के उद्देश्य लागू है।

2. परिभाषा

- i. बोली लगाने वाला इस्पात का घरेलू/विदेशी निर्माता अथवा उमका विक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा किसी अन्य कंपनी, जो सरकारी एजेंसियों द्वारा प्रदान की गई निधियों वाली परियोजनाओं की बोली लगाने में लगा हुआ हो, हो सकता है।
- ii. "घरेलू रूप से निर्मित लोहा एवं इस्पात उत्पाद (डीएमआई एंड एसपी)" वे लोहा एवं इस्पात उत्पाद हैं जिनका निर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो विशेष आर्थिक क्षेत्र (सेज) सहित भारत में पंजीकृत अथवा स्थापित हैं। इसके अलावा, ऐसे उत्पाद परिशिष्ट-क में यथा उल्लिखित घरेलू न्यूनतम मूल्य संवर्धन के मानदंड को पूरा करेंगे।

निविदा से 36 महीने की अवधि के लिए अयोग्य करार दिया जाएगा। इसके अलावा मैं इस प्रकार के आकलन के लिए सभी लागतों का वहन करूँगा/करूँगी।

कि मैंने अधिसूचना संख्या _____ में उल्लिखित सभी शर्तों का पालन कर लिया है जिसमें सरकारी खरीद में घरेलू रूप से निर्मित लोहा एवं इस्पात उत्पादों को वरीयता दी गई है और खरीदने वाली एजेंसी एतद्वारा मेरे जमा बयाना राशि जम्ब करने के लिए अधिकृत है। मैं निविदा दस्तावेज़ में यथा विनिर्दिष्ट आकलन लागत और सभी दंडों का भी भुगतान करने का वचन देता/देती हूँ।

मैं 8 वर्षों की अवधि के लिए कंपनी के अभिलेख में निम्नलिखित सूचना रखने के लिए सहमत हूँ और किसी सांविधिक प्राधिकारी को सत्यापन के लिए इसे उपलब्ध कराऊँगा/कराऊँगी:

i. बोली लगाने वाले का नाम और विवरण

(पंजीकृत कार्यालय, विनिर्माण इकाई का पता, कानूनी प्रतिष्ठान की प्रकृति)

ii. वह तिथि जब यह प्रमाण-पत्र जारी किया गया

iii. लोहा एवं इस्पात उत्पाद जिनके लिए प्रमाण-पत्र प्रस्तुत किया गया है

iv. खरीदने वाली एजेंसी जिसे प्रमाण-पत्र प्रस्तुत किया गया है

v. दावा किए गए घरेलू मूल्य संवर्धन का प्रतिशत और क्या यह निर्धारित घरेलू मूल्य संवर्धन के सीमा मूल्य को पूरा करता है

vi. विनिर्माता इकाई का नाम और संपर्क व्यौरे

vii. लोहा एवं इस्पात उत्पादों की निवल बिक्री कीमत

viii. संयंत्र तक भाड़ा, बीमा और रख-रखाव

ix. लोहा एवं इस्पात उत्पादों का निर्माण करने के लिए प्रयोग किए गए इनपुट इस्पात (आयातित) की सूची एवं कुल लागत मूल्य

x. घरेलू रूप से लिए गए इनपुट इस्पात की सूची एवं कुल लागत

xi. कृपया आपूर्तिकर्ताओं से मूल्य संवर्धन प्रमाण-पत्र, यदि इनपुट नहीं हो, संलग्न करें

xii. आयात किए गए इनपुट इस्पात के लिए, सीआईएफ मूल्य, शुल्क एवं कर, पत्तन रख-रखाव शुल्क और अंतर्देशीय भाड़ा लागत के व्यौरे के साथ भारतीय पत्तन पर पहुँचने तक लागत

(फर्म/प्रतिष्ठान का नाम) के लिए और उसकी ओर से

अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत)

<नाम, पदनाम और संपर्क सं. का उल्लेख करें>

MINISTRY OF STEEL
(ESTABLISHMENT DIVISION)
NOTIFICATION

New Delhi, the 8th May, 2017

G.S.R. 451(E).—The Policy for providing preference to domestically manufactured Iron & Steel products in Government procurement is hereby published for general information.:

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT

1. Background

- 1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
- 1.2 The policy is applicable to iron & steel products as provided in Appendix A, produced in compliance to prescribed quality standards, as applicable.
- 1.3 The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control for purchase of iron & steel products for government projects and not with a view to commercial resale or with a view to use in the production of goods for commercial sale.

2. Definition

- i. **Bidder** may be a domestic/ foreign manufacturer of steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- ii. **"Domestically Manufactured Iron & Steel Products (DMI&SP)"** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix-A.

- iii. **Domestic Manufacturer** is a manufacturer of domestically manufactured iron & steel products (DMI&SP).
- iv. **Government** for the purpose of the Policy means Government of India.
- v. **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- vi. **MoS** shall mean Ministry of Steel, Govt. of India.
- vii. **Net Selling Price** shall be the Ex-works/Ex-factory price comprising of the landed cost of imported steel at the plant and all other cost elements forming part of the conversion cost inclusive of nominal return on investment. This price is exclusive of any duties and taxes applicable ex-factory.
- viii. **Semi-Finished Steel** shall mean billet, blooms, slabs (cast products), which can be subsequently processed to finished steel.
- ix. **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- x. **Iron & Steel Product(s)** shall mean such iron and steel product (s) which are mentioned in Appendix A.

3. Exclusions:

Waivers shall be granted to all such Government procurements subject to following conditions:

- a. where specific grades of steel are not manufactured in the country, or
- b. where the quantities as per the demand of the project cannot be met through domestic sources

4. Standing Committee:

A Standing Committee under the Ministry of Steel (MoS) to be chaired by the Secretary (Steel), shall be constituted to oversee the implementation of the policy. The Committee shall comprise of experts drawn from Industry/Industry Association/Government Institution or Body/Ministry of Steel (MoS). The said Committee in MoS shall have the mandate for the following:

- a. Monitoring the implementation of the policy
- b. Review and notify the list of Iron & Steel products and the Minimum value addition criterion as mentioned at Appendix-A
- c. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per para 3
- d. Constitute a separate committee to carry out Grievance redressal
- e. The Standing Committee shall submit its recommendations for approval to Ministry of Steel.

5. Notifying Iron & Steel Products Procured by Government

5.1 The following guidelines may be used for identifying and notifying the aforementioned products under the policy :-

- क. The objective of the policy is to notify all iron & steel products which are procured by Government Agencies for government projects and not with a view to commercial resale or with a view to use in the production of products for commercial sale.
- ख. Only iron & steel products having aggregated estimate value of INR 50 Crores and more forming part of the steel intensive project or overall project, shall be covered under the policy.
- ग. Analysis of the availability of various grades of domestic iron and steel products needs to precede for notification under the policy. Only those iron & steel products, in respect of which at least one domestic manufacturer exists, shall be notified. Consultation may be carried out by the Standing Committee.

5.2 The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed value addition, furnished at Appendix-A. The Appendix-A will be reviewed by the Standing Committee and amended, if required with the approval of competent authority.

5.3 Government agencies which are involved in procurement of iron and steel products in government projects and if such product is not mentioned in Appendix-A, they will provide description and technical

specifications of the product alongwith prescribed standards to the Standing Committee. The Standing Committee will act as per the mandate at para 4.

- 5.4 The value addition norm shall be so calibrated that it reflects the average/ above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed as per the policy.

6. Tender Procedure for Procurement by Government and Government Agencies

- 6.1 The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while providing preference to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.
- 6.2 The tender document should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder (as indicated at Appendix-A), provided there is procurement of iron & steel products having estimated value of INR 50 Crores or more, forming part of the steel intensive project or overall project.
- 6.3 The bidders who are sole selling agents /authorized distributors /authorized dealers /authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
- The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
 - The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
 - It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

7 Value addition

- 7.1 Value addition shall be the difference between the net selling price and the landed cost of imported input steel (of immediate prior process) at a manufacturing plant in India.
- 7.2 In case, the iron & steel products are made –
- Using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to procuring Government agency.
 - Using a mix of imported and domestic input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
 - Using only imported input steel, the following formula shall apply to calculate the percentage of domestic value-addition:

$$\text{Domestic value addition (\%)} = (\text{Net selling price} - \text{Landed cost of imported input steel at the plant}) * 100 / (\text{Landed cost of imported input steel at the plant})$$

It is recommended that each bidder participating in the tender process should calculate the domestic value-addition using the above formulae so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

8 Self-Certification

- 8.1 Each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form 1** attached to these guidelines.
- 8.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are DMI&SP in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a

value- addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of value-addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.

- 8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 8.4 In case a complaint is received by the procuring agency or the concerned Government Agency against the claim of a bidder regarding domestic value addition in iron & steel products, the procuring agency shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.
- 8.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.
- 8.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose off the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish the bonafides of the claim.
- 8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.
- 8.8 Each Government Agency shall clearly define the penalties, in case of mis-declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD and such other penalties, as may be prescribed by the concerned Government Agency in the tender document.
- 8.9 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

9 Monitoring

- 9.1 MoS shall be the nodal ministry to monitor the implementation of the policy.
- 9.2 Every Government Agency shall ensure implementation of the policy and shall annually, in the month of June, send a declaration indicating the extent of compliance to the policy and reasons for non-compliance thereof, during the preceding financial year.

10 Reference to Ministry of Steel

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.

[F. No. 11(34)/2015-IDD]

SYEDAIN ABBASI, Jt. Secy.

Appendix-A

List of Iron & Steel Products (Refer Para 7.2)

Sl. No	Iron & Steel Products	Inputs (Imported or Domestic)	Minimum Value Addition
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1	Ductile Iron Pipe	Pig Iron/Liquid Iron	15%
2	Wire rod & TMT bar	Billet	15%
3	Structural/sections	Bloom	15%
4	HR Coils, strips, sheets & plates	Slab	15%
5	HR universal/Quarto Plates	Slab	15%
6	CR coils/strips	HR coils	15%
7	Coated flat steel products/ GP/GC sheets/ Al-Zn coated	Slab/ HR Coil/ Cold rolled coils/strips	15%
8	Color coated, painted sheets	Slab/ HR Coil/ Cold rolled coils/strips	15%
9	All kinds of steel pipes & tubes	Slabs/ Plates/ HR coils	15%
10	Seamless tubes & pipes	Bloom	15%
11	Rails	Bloom	15%

Form-1**Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs.100/- Stamp Paper****Date:**

I _____ S/o, _____ D/o, _____ W/o, _____ Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. _____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products

- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach value addition certificates from suppliers, if the input is not in-house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of _____ (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>



PRICE SCHEDULE FOR INDIAN BIDDERS								
RFQ No.: SM/A872-020-QB-MR-9170/1013								
ITEM: LINE PIPES (BARE AND COATED (API 5L))								
NAME OF BIDDER : M/S								
OFFER REFERENCE NO.:								
Sr. No. as per MR	Item Code / Tag No. as per MR	Description	Qty	UOM	Price on FOT Despatch Point Basis including P&F charges		Freight Charges upto FOB port of exit at Kandla/ Mundra excluding Goods and Service Tax (GST)	
					All amount in Indian Rupees (INR)			
					Unit Rate (Rs.)	Total Amount (Rs.)	Unit Freight (Rs./mtr)	Total Freight (Rs.)
1	PS2500PBX60LBB7A	LINE PIPE, OD 635 MM (25 INCH), API 5L GR X-60 PSL-2, LTCS, WT 11.13 MM, SAWL, BARE	500	MTR				
2	PS2500PCX60LBB7A	LINE PIPE, OD 635 MM (25 INCH), API 5L GR X-60 PSL-2, LTCS, WT 9.53 MM, SAWL, 3LPE COATED (EXTERNAL)	5300	MTR				
TOTAL AMOUNT								
NOTE:								
1. All pipes shall be delivered to FOB port of exit at Kandla/ Mundra. All pipes shall be defect free.								
2. EVALUATION AND ORDERING SHALL BE DONE BOTTOMLINE BASIS CONSIDERING SUPPLY+TRANSPORTATION CHARGES.								

ENCLOSURE TO PRICE SCHEDULE FOR SUPPLY (INDIAN BIDDERS)

FORMAT - "CIF/CD"

RFQ No.: SM/A872-020-QB-MR-9170/1013

ITEM: LINE PIPES (BARE AND COATED (API 5L))

NAME OF BIDDER: M/S _____

DETAILS OF BUILT-IN-CIF VALUE OF IMPORT CONTENT, ITEM DETAILS OF IMPORT CONTENT AND MERIT RATES OF IMPORTS DUTY CONSIDERED AND INCLUDED IN QUOTED FOT DESPATCH POINT PRICES UNDER PRICE SCHEDULE

For Item Sl . No. as per MR	DESCRIPTION		CIF value of Import Content included in quoted supply prices for column (2)		MERIT RATE OF CUSTOM DUTY INCLUDED IN QUOTED SUPPLY PRICES				
	DESCRIPTION OF ITEM	QTY	Qty. (In Rs)		HSN CODE	BASIC CUSTOMS DUTY (%) (MERIT RATE)	EDU. CESS ON CUSTOM DUTY (%)	IGST (%)	TOTAL CUSTOM DUTY (%)
	1	2							
TOTAL CIF VALUE									

NOTE: *(1) Unit to be specified by the Bidder.

2) Bidder to furnish the above details separately for each Group/ Item of MR.

BIDDER'S QUERIES

SL. NO.	BIDDING DOCUMENT		SUBJECT	BIDDER'S QUERY	OWNER'S REPLY
	PAGE NO.	CLAUSE NO.			

NOTE : 1. Bidder's Queries may be sent by e-mail to [as mentioned in the NIT](#)
2. Technical & Commercial queries, if any, must be submitted separately in editable format as per this format.

BHARAT PETROLEUM CORPORATION LIMITED

(Job No. A872)

AGREED TERMS & CONDITIONS (ATC) (FOR INDIAN BIDDERS)

Vendor Name: M/s _____

RFQ No. : _____

Vendor's Offer Ref No. : _____

Tel. No. _____ Mob. No. _____ Fax No. _____

Contact Person: _____ E-mail _____

1. ALL CORRESPONDENCE MUST BE IN **ENGLISH** LANGUAGE ONLY.
2. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED.
3. ALL COMMERCIAL TERMS ARE GIVEN/CONFIRMED IN THE QUESTIONNAIRE ITSELF AND NOT ELSEWHERE IN THE QUOTATION. IN CASE OF CONTRADICTION, THE SAME GIVEN HEREIN SHALL PREVAIL.
4. **FAILURE ON THE PART OF VENDOR IN SUBMITTING THIS DULY FILLED-UP "QUESTIONNAIRE WITH UNPRICED BID AND/OR UPLOADING / SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".**
5. YOUR OFFER SHALL BE IN TOTAL COMPLIANCE WITH RFQ DOCUMENTS CONTAINING COMMERCIAL AND TECHNICAL SPECIFICATIONS INCLUDING GENERAL / TECHNICAL NOTES AND SCOPE OF SUPPLY INCLUDING DOCUMENTATION AS PER MATERIAL REQUISITION (MR) AND SUBSEQUENT TECHNICAL/COMMERCIAL AMENDMENT AND TECHNICAL/COMMERCIAL CORRIGENDUM, IF ANY.

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1. i)	Quoted supply prices are on FOT Dispatch Point basis inclusive of Packing & Forwarding.	<i>Confirmed</i>
ii)	Specify Dispatch Point	-----
2.	Transportation:	
a)	Confirm that Transportation upto site shall be arranged by the Supplier on behalf of the Owner.	<i>a. Confirmed</i>
b)	Confirm firm transportation charges exclusive of Goods and Service Tax (GST), upto project site, have been quoted separately in Price Schedule.	<i>b. Confirmed, Quoted in Price Schedule</i>
c)	Percentage of Service Tax as applicable extra on Freight	<i>c. Refer Annexure-A to ATC</i>
3.	Transit Insurance shall be arranged by the client & charges of the same shall also be borne by client. For LSTK Packages, the comprehensive insurance (transit cum storage, erection, till handing over of equipment) shall be in the scope of Contractor.	<i>Confirmed</i>

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
4.	Any new or additional taxes/ duties and any increase in the existing taxes/duties imposed after contractual completion period shall be to Vendor's account whereas any corresponding decrease in the existing taxes/ duties shall be passed on to the Owner.	<i>Confirmed</i>
5.	<p>Spares Parts:</p> <p>Confirm item wise unit price (FOT Despatch Point) of following spare parts as required in Material Requisition (MR) have been included indicating itemised quantity.</p> <p>i) Mandatory Spares are included/quoted as per MR.</p> <p>ii) Commissioning spares as specified in MR are included in the quoted Price.</p> <p>iii) Special Tools & Tackles as specified in the MR are included in the quoted prices.</p> <p>iv) Confirm spares wherever required as per MR have been included in the quoted price and list of spares is also furnished.</p> <p>v) Confirm validity of recommended spares (if applicable as per MR) for 2 years operation and maintenance will be 12 months over and above the validity of offer.</p>	<p><i>Confirmed</i></p> <p><i>Confirmed (if Applicable as per MR)</i></p>
6.	<p>Supervision / Participation in Hazop Study / #3D Modelling/Training Charges:</p> <p>a. Charges for Supervision / Participation in Hazop Study / Training/ 3D Modeling, if in the scope of the Bidder as per MR have been indicated by bidder separately in the Price Schedule.</p> <p>b. Percentage of Goods and Service Tax (GST) as applicable extra on Supervision / Participation in Hazop Study/ Training/ 3D Modelling.</p> <p>c. Rate for supervision has been quoted in accordance with the Terms & Conditions for Supervision enclosed with the RFQ Documents.</p> <p>e. Where erection/ testing/ commissioning supervision, commissioning assistance is required as per RFQ Documents / Material requisition, penalty for non-mobilization/delay in mobilization as per order shall be applicable. The penalty shall generally be 1.5 times the per diem rate for each day of delay of reporting to site and shall be in addition to price reduction for delayed delivery.</p>	<p><i>Confirmed, Quoted in Price Schedule</i></p> <p>-----%</p> <p><i>Confirmed</i></p> <p><i>Noted & Confirmed</i></p>

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
f.	Bidders shall also provide additional BG of an amount equal to the per diem charges for the number of days considered for evaluation, over and above 10% CPBG to cover compensation for delay in mobilizing the erection/ commissioning personnel. This BG will be released to the bidder upon the erection/ commissioning personnel reporting at site. This BG shall be furnished along with payment milestone for submission of final documentation as per MR and shall be initially valid up to six months which shall be extended based on the request by Owner.	<i>Noted & Confirmed</i>
7.	Confirm documentation charges as per MR are included in quoted prices.	<i>Confirmed</i>
8.	<p>Price Reduction for delay in completion/ delivery:</p> <p>a) Confirm acceptance of price reduction schedule for delay in deliveries / completion as specified in GPC/ SPC/ RFQ Cover sheet. Liquidated damages or penalty are not acceptable.</p> <p>b) In case of delay, vendor will reduce the invoice amount by applicable reduction.</p>	<p><i>a. Confirmed</i></p> <p><i>b. Confirmed</i></p>
9.	<p>Delivery / Completion Period: Please confirm completion period as specified in the RFQ Document.</p>	<i>Confirmed</i>
10	<p>Payment Term: Confirm acceptance of "Payment Terms" as per respective clause given in RFQ Cover Letter & SPC.</p>	<i>Confirmed</i>
11	<p>Part Order:</p> <p>a) Confirmed acceptance to Part Order (As per MR / RFQ Requirement).</p> <p>b) The quantities against a particular item will not be split. Any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.</p>	<p><i>a. Confirmed.</i></p> <p><i>b. Confirmed</i></p>
12	<p>Repeat Order: Confirm Acceptance to Repeat Order as per RFQ Covering Letter / SPC / GPC.</p>	<i>Confirmed</i>
13	<p>Contract Performance Bank Guarantee:</p> <p>a) In the event of award of order, submission of Contract Performance Bank Guarantee (CPBG) for 10% of total contract value valid till full guarantee period plus three months claim period.</p> <p>b) The Contract Performance Bank Guarantee shall be strictly as per proforma enclosed with GPC document.</p>	<p><i>a. Confirmed</i></p> <p><i>b. Confirmed</i></p>

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
14.	Guarantee / Warranty Confirm acceptance to Guarantee / Warranty clause as mentioned in the RFQ Covering Letter / GPC/ SPC.	<i>Confirmed</i>
15.	Firmness of prices: Confirm quoted prices shall remain firm and fixed till complete execution of order. Price Variation shall not be considered on any account.	<i>Confirmed</i>
16.	Testing and Inspection charges: a. i) Inspection of items / equipment order by BPCL shall be carried out by EIL. Bought out components/raw materials shall also be in the scope of EIL. Travel, Boarding & Lodging charges of EIL personnel shall be borne and paid by Owner. b. Quoted prices are: i) Inclusive of all testing and inspection charges (if applicable) as per MR. ii) Inclusive of all IBR/IGC/NACE charges (if applicable) as required in the Material Requisition. iii) Inclusive of all statutory certification charges PESO/CCOE etc. (if applicable) as required in the Material Requisition c. Is your shop approved by IBR/CCE authority, if yes, indicate validity. d. Inspection for Bought-out Items as well as for the main equipment shall be done by EIL. Prices Towards same shall be borne by Owner and not to be included in the Equipment Prices.	a. <i>Confirmed</i> b. <i>Confirmed</i> i) <i>Confirmed</i> ii) <i>Confirmed</i> c. i. IBR _____ (Validity Date) ii. CCE _____ (Validity Date) d. <i>Confirmed</i>
17	Import Content: a) If your offer is based on certain imported raw materials required for equipments/ materials offered, please specify the following : b) Confirm that quoted prices are based on Merit rate of Customs duty, , Customs Educational Cess and Goods and Service Tax (GST)as applicable. c) Indicate rate of Import Duties considered and included in the quoted prices. d) Indicate brief description/ specification with itemized CIF value and country of origin of imported material. e) Indicate classification with tariff no. under which Vendor intends to import. f) Confirm prices shall be firm on account of variation in foreign exchange rate. g) Owner shall not provide any import license.	a. <i>Confirmed</i> b. <i>Refer Price Schedule</i> c. <i>Refer Price Schedule</i> d. <i>Refer Price Schedule</i> e. <i>Confirmed</i> f. <i>Noted</i> g. <i>Confirmed</i>

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
	<p>h) Any upward variation due to change in Customs Duty classifications shall be absorbed by the vendor. However, any reduction in customs duty due to change in classification shall be passed on to Owner.</p> <p>i) Statutory variations, if any, in the rate of Import Duties upto 2/3rd contractual delivery period shall be to Owner's account.</p> <p>j) Any increase in price due to increase in the rate of Import Duties, due to any reasons, whatsoever, beyond the 2/3rd contractual delivery period, shall be to vendor's account. However, any decrease in Import Duties rate at the time of actual clearance of imported materials shall be passed on to Owner.</p> <p>k) The CIF Value(s) indicated by the vendor shall be deemed to be the maximum value(s) for the purpose of payment of variation in custom duty and/or other statutory variations, if any, thereon.</p> <p>l) Variation in price due to Customs duty rate will be dealt separately after receipt of material at site, against documentary evidence.</p>	<p><i>h. Confirmed</i></p> <p><i>i. Confirmed</i></p> <p><i>j. Confirmed</i></p> <p><i>k. Confirmed</i></p> <p><i>l. Confirmed</i></p>
18	<p>Confirm your offer is in total compliance with RFQ Document containing technical specifications including General / Technical notes, scope of supply including documentation as per Material Requisition (MR) and subsequent amendment and corrigendum, if any.</p> <p>Confirm your offer is in total compliance with RFQ documentation containing commercial terms and conditions as per the following documents, without any deviation:</p> <p>i) Instruction to Bidders (ITB)</p> <p>ii) Special Purchase Condition (SPC)</p> <p>iii) General Purchase Conditions (GPC)</p> <p>iv) Terms & Conditions of Site work / HSE</p> <p>v) Compliance to E-Tendering Instructions</p> <p>vi) Addendum / Corrigendum / Amendments, if any</p> <p>vii) RFQ Covering Letter</p> <p>viii) Terms & Condition of Supervision/ Training</p> <p>Any deviation to Terms & Conditions shall lead to rejection of offer, except deviations for which loading is defined in the RFQ Documents.</p>	<p><i>Confirmed</i></p> <p><i>Confirmed</i></p> <p><i>Confirmed</i></p> <p><i>Confirmed (if Applicable as per MR)</i></p> <p><i>Confirmed</i></p> <p><i>Confirmed</i></p> <p><i>Confirmed</i></p> <p><i>Confirmed (if Applicable as per MR)</i></p> <p><i>Noted</i></p>

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
19.	Whether any of the Directors of Bidder is a relative of any Director of Owner/EIL or the Bidder is a firm in which any Director of Owner/EIL or his relative is a Partner or the Bidder is a private company in which any director of Owner/EIL is a member or Director.	<i>Confirmed No relation</i>
20.	If the bidder / bidder's proposed subcontractor are on Holiday/Negative list of OWNER or EIL or MOP & NG or other Oil PSE on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidder(s) shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/ downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award	<i>Confirmed</i>
21.	Please confirm you have uploaded the following in the E-Tendering Portal:	
21.1	UNPRICED OFFER- without any Deviations & ATC in Unpriced Folder	<i>Confirmed</i>
21.2	PRICED FOLDER-Duly filled Price Schedule	<i>Confirmed</i>
22.	Please confirm that you have quoted strictly for items based on your registration/approval with EIL as on date of issue of RFQ.	<i>Confirmed</i>
23.	Any claim arising out of order shall be sent to Owner in writing with a copy to EIL within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by Consultant/ Owner.	<i>Confirmed</i>
24.	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail.	<i>Confirmed</i>
25.	Confirm that Net worth of the bidder' company is positive as per the immediate preceding year's audited annual financial results and the Immediate preceding year's audited annual financial results have been submitted along with unpriced bid.	<i>Confirmed</i>
26.	Bidder to confirm the validity of Bid as per RFQ covering letter.	<i>Confirmed</i>

VENDOR'S NAME:

SIGNATURE & SEAL:

ANNEXURE-A

TO AGREED TERMS & CONDITIONS (FOR INDIAN BIDDERS)

BIDDER NAME:		
OFFER NO.:		
Bidder to furnish the below details & submit the same along with Unprice offer.		
1.	Despatch Point	-----
2.	Freight charges Extra Upto Project Site (excluding Goods and Service Tax (GST)) (Bidder to indicate freight charges here only in case not quoted in Price Schedule)	Quoted in Price Schedule
3.	Goods and Service Tax (GST) on Freight charges	Extra _____%
4.	GST Registration Number	_____
5.	HSN/SAC Code for Goods/Services	_____
6.	Applicable rate of IGST on Interstate Supply	Extra----- %
7.	Applicable rate of CGST & SGST/ UTGST on Intrastate Supply	In case of Intrastate supply, rate of IGST mentioned above at 6 shall be divided into CGST & SGST/ UTGST equally for evaluation and ordering
8.	Whether bidder is registered under Composition Scheme under GST Laws (In case, bidder does not indicate Yes or No, it will be assumed that bidder is not registered under composition scheme under GST Law)	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.	Goods and Service Tax (GST) on Site Work/Supervision/participation in HAZOP Study/Training/3D Modelling, if applicable	Extra----- %
Note:	<u>In case bidder doesn't furnish any of above details, his offer shall be evaluated as per provisions of Bidding Document.</u>	

SIGNATURE & SEAL:

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

INSTRUCTIONS TO BIDDERS (ITB)

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A. GENERAL

1. SCOPE OF BID

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

2. ELIGIBLE BIDDERS

2.1 Documents Establishing Bidder's Qualification.

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

3. ONE BID PER BIDDER/ MULTIPLE BIDS

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

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

4. COST OF BIDDING

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

5. SITE VISIT

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

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

B. BIDDING DOCUMENTS, CLARIFICATION AND AMENDMENT

6. CONTENTS OF BIDDING DOCUMENT

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

7. CLARIFICATION ON BIDDING DOCUMENTS

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

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

8. AMENDMENT OF BIDDING DOCUMENTS

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

C. PREPARATION OF BIDS

9. LANGUAGE OF BID

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

10. DOCUMENTS COMPRISING THE BID

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

e-tendering website.

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

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

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

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

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

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

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

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

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

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

Owner shall not pay any interest on EMD furnished.

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

The bank guarantee submitted in lieu of EMD shall be valid as per IFB.

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

The EMD may be forfeited:

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

11. BID PRICES

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

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

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

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

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

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

11.6.2 FOT despatch Point price shall be exclusive of Goods and Service Tax (GST) which will be applicable on the finished goods.

11.6.3 Item wise Transportation Charges upto respective project site exclusive of Goods and Service Tax (GST).

11.6.4 Site work Prices, if applicable as per MR for the scope of work mentioned in MR / RFQ Documents, exclusive of Goods and Service Tax (GST). All necessary taxes & duties and registration, if required for carrying out the site activities shall be done by the bidder and cost towards the same shall be included in quoted site work prices.

11.6.5 Training , Post Warranty/Annual Maintenance and Per-diem Supervision Charges shall be exclusive of Goods and Service Tax (GST), if applicable as per MR.

11.6.6 Bidder shall indicate the following separately:

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

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

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

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

a. The prices shall be firm and fixed on account of FE variation.

b. Prices shall remain firm and fixed without any escalation except for statutory variation in customs duty rate up to 2/3rd of delivery period for which the following methodology shall be followed:

i. Indigenous bidders shall be required to quote their prices including customs duty (Merit rate) towards their built in import content. Maximum CIF value of import content in Indian Rupees shall also be furnished by Bidders along with the merit rate of customs duty considered and list of items to be imported.

ii. Any increase in price due to increase in customs duty rate beyond two-third of the contractual delivery period will be to supplier's account. However, any decrease in price due to decrease in customs duty rate at the time of actual clearance of imported materials shall be passed on to BPCL.

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

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

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

11.7.1 Bidders shall submit their prices on FOB -International Port of Exit basis and also quote for Ocean Freight charges upto the port of entry- Haldia (India) as detailed out in the price schedule.

11.7.2 Order shall be on CFR Haldia port / Kolkata port of entry in India basis, wherein the ocean

transportation from FOB Port of Exit to Haldia Port-/Kolkata in India shall be arranged by the bidders.

- 11.7.3 The seller shall not be allowed to change port of shipment after quoting unless the seller absorbs any additional cost on account of change.
- 11.7.4 FOB Prices quoted shall be inclusive of all applicable taxes, packing & forwarding etc. applicable upto FOB - International Port of Exit.
- 11.7.5 Site work Prices, if applicable as per MR for the scope of work mentioned in MR / RFQ documents exclusive of Goods and Service Tax (GST). All necessary taxes & duties registration, if required for carrying out the site activities shall be done by the bidder and cost towards the same shall be included in quoted site work prices.

Training, Post Warranty/Annual Maintenance and Per-diem Supervision Charges, if applicable as per MR, shall be exclusive of Goods and Services Tax but inclusive of all other taxes & duties if applicable for carrying out the activities. Indian Income Tax applicable rate & concession if any (under Double Taxation Avoidance Agreement (DTAA) etc.). Bidder to provide PAN No. along with offer.

11.7.6 Concessional rate of Custom Duty:

- a) The bidder must ascertain and confirm along with supporting documents in the bid, if any Customs Duty exemption / waiver is applicable to the products being supplied by him under any multi-lateral / bi-lateral trade agreement between India and bidder's country.
- b) The bidder shall be liable to provide all documentation to ensure availment of the exemption / waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental Customs Duty applicable, if any.
- c) Any Customs Duty applicability on account of any change in the bi-lateral / multi-lateral agreement shall be to bidder's account.
- d) Documentation to be furnished for availing the exemption / waiver of Customs Duty shall be specifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

12. BID CURRENCY AND PAYMENT

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

13. BID VALIDITY

- 13.1 The bid shall remain valid for acceptance for period mentioned in RFQ/Notice Inviting Bid (NIB) from the final bid due date. Owner/EIL shall reject a bid valid for a shorter period being non-responsive.

- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner/EIL may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/post/e-mail).

14. OFFER WITHOUT ANY DEVIATION

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

15. AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES

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

16. SUBMISSION OF BIDS

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

17. DEADLINE FOR SUBMISSION OF BID

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

18. UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

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

19. MODIFICATION AND WITHDRAWAL OF BIDS

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

20. UN-PRICED BID OPENING

- 20.1 The un-priced Bids shall be opened online through e-tender portal, at the specified date and time given in the RFQ document or extended otherwise. The Bidders who have submitted their Bid will be able to view online the name & status of all the Bidders at their respective windows, after un-priced Bid opening by Owner/Consultant.

- 20.2 Only those bidders, whose bids meet the qualification criteria and are technically and commercially acceptable, will be informed the date, time and venue for price bid opening.

D. E-BID OPENING AND EVALUATION

21. PROCESS TO BE CONFIDENTIAL

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

22. CONTACTING THE OWNER/ OWNER REPRESENTATIVE

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

23. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 23.1 The Owner/EIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 23.2 Prior to the detailed evaluation, the Owner/EIL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the RFQ/Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the RFQ/Bidding Documents without deviations, objections, conditionality or reservations.
- 23.3 Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid, unless there is change in the stipulations of the RFQ/ Bidding Document and such changes are incorporated through an Amendment. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favour of stipulations of the RFQ/ Bidding document and Bidders would not be eligible for submission of Price Implication/Revised Price, failing which such Bid(s) shall be considered as non responsive and rejected.
- 23.4 The Owner/EIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/EIL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

24. PRICE CHANGES / IMPLICATIONS AFTER OPENING OF TECHNICAL BIDS

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

25. PRICE BID OPENING

- 25.1 The Owner/EIL shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to bid evaluation.
- 25.2 The Owner/EIL will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's

representatives who are present shall sign bid-opening register evidencing their attendance.

- 25.3 The bidder's name, prices, and such other details as the Owner/EIL, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

26. ARITHMETIC CORRECTIONS

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

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

27. CONVERSION TO SINGLE CURRENCY

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

28. BID REJECTION CRITERIA

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

29. PRICE EVALUATION & COMPARISON AND LOADING CRITERIA

- 29.1 Evaluation criteria for comparison of bids shall be as per Annexure-II of Special Purchase Conditions (SPC).

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

- 30.1 The prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.
- 30.2 In case bidder intend not to quote for certain item/tags/groups as applicable, then the bidder shall mention "Not Quoted (NQ)" in respective cells of price schedule. Wherever cell is found blank in the price schedule, then it shall be treated as "Not Quoted (NQ)" and evaluation of bids shall be carried out accordingly.
- 30.3 OWNER reserves the right to consolidate the quantities of PO where it is commercially prudent to place single order as per provision of Clause No. 25.0 of SPC. In case L-1 bidder is MSE bidder, shifting shall be done as per provision of Cl. No. 25.0 of SPC only when items are shifting to MSE bidder.
- 30.4 The Purchase Preference, if applicable, to Central PSUs shall be considered during evaluation of bids as per the existing Govt. Guidelines. However, no Purchase preference to Central PSUs is applicable as on date.

30.5 OWNER shall follow Public Procurement Policy from Micro and Small Enterprises (MSEs) order 2012, in MRs including MRs where Site Work is also included in the scope. The same shall be executed as follows:

a. Purchase Preference:

- i. For claiming purchase preference, the MSE certificate should be valid as on date of un-priced bid opening.
- ii. Participating Micro and Small Enterprises having evaluated price within price band of L1 (evaluated price) + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 (evaluated) price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs. It is clarified that in case, 20% quantity works out to a fraction of quantity, MSEs shall be considered for next higher quantity.

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

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

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

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

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

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

- District Magistrate/ Additional District Magistrate/ Collector/ Deputy Commissioner/ Deputy Collector/ Ist Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Executive

Magistrate/ Extra Assistant Commissioner (not below the rank of 1st Class Stipendiary Magistrate).

- Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
 - Revenue Officers not below the rank of Tehsildar
 - Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.
 - Administrator/ Secretary to Administrator/ Development Officer (Lakshadweep Islands)
- c. If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible in the Public Procurement Policy, 2012.
- d. For facilitating promotion and development of micro and small enterprises, BPCL/EIL is committed to promote the procurement of supplies/ services from MSEs in Orders/ contracts. Accordingly, bidders are also encouraged to promote the same by considering MSE sub-suppliers/Contractors to the extent possible under the Orders/ Contracts awarded on them. After award of item/work, Supplier/Contractor shall furnish a statement along-with copies of orders/ FOAs placed by them on their sub-suppliers/ sub-Supplier/Contractors who are MSEs, to Project Manager.

31. PRICE CHANGES / IMPLICATIONS AFTER OPENING OF PRICE BIDS

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

E. AWARD OF CONTRACT

32. AWARD OF WORK

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

33. QUANTITY VARIATION

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

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

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

35. NOTIFICATION OF AWARD

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

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

36. WAIVER OR TRANSFER OF THE AGREEMENT

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

37. CARTEL FORMATION

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

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

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

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

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

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

39. ORDER OF PRECEDENCE

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

PROPOSAL FORM F-1

FINANCIAL DETAILS

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

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

NOTE:

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

PROPOSAL FORM F-2

COMPLIANCE TO BID REQUIREMENT

ITEM: _____

BIDDING DOCUMENT NO.: _____

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

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

PROPOSAL FORM F-3

Agreed Terms and Conditions (as applicable)- Attached

PROPOSAL FORM F-4

ITEM: _____

BIDDING DOCUMENT NO.: _____

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

(_____)
Signatures of the authorised Person)

NAME : _____

DESIGNATION: _____

STAMP OF THE BIDDER:

PROPOSAL FORM F-5

ITEM: _____

BIDDING DOCUMENT NO.: _____

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

(_____)
Signatures of the authorised Person)

NAME : _____

DESIGNATION: _____

STAMP OF THE BIDDER:

Annexure – 1 to ITB

E-TENDERING METHODOLOGY

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: <http://eprocure.gov.in>) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More detailed information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click **here to Enroll**” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process and submit in EIL tender portal for updation of records (<http://tenders.eil.co.in>). These details would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Foreign Bidders have to refer “DSC details for foreign Bidders” for Digital signature Certificates requirements which comes under Download Tab at <https://eprocure.gov.in/eprocure/app> and the remaining part is same as above and below.
- 6) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 7) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, the same can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF formats. **Bid documents may be scanned with 100 dpi with black and white option. However, Price Schedule / SOR shall be strictly in RAR format without altering any contents of the formats uploaded by EIL in their Bidding Document.**
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, with in 7 calendar days of the date of Unpriced bid opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file, open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

RETENDER

- 1) **Please note that if Tender has been retendered, than it is mandatory for the bidder to submit their offer again on CPP Portal.**

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

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

SPECIAL PURCHASE CONDITIONS (SPC)**

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SPECIAL PURCHASE CONDITIONS (SPC)

1.0 DEFINITIONS

- 1.1. In addition to meaning ascribed to certain capitalised terms in “General Purchase Conditions (GPC)”, following initial capitalised terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in “GPC”, the meaning ascribed to such term hereunder shall prevail:
 - 1.1.1. Definitions
 - RFQ Documents shall mean documents issued to the bidder
 - Effective Date shall mean the date on which Supplier’s obligations will commence and that will be date of Fax of Acceptance (FOA).
- 1.2. Interpretations
 - 1.2.1. Where any portion of the GPC is repugnant to or at variance with any provisions of the SPC then, unless a different intention appears, the provisions of the SPC shall be deemed to govern the provisions of the GPC, and SPC provisions shall prevail to the extent of such repugnancy or variations exist.
 - 1.2.2. In RFQ Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
 - 1.2.3. Notwithstanding the sub-division of the RFQ 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 Agreement so far as it may be practicable to do so.
 - 1.2.4. All headings, subtitles and marginal notes to the clauses of the GPC, SPC or to the Specifications or to any other part of RFQ Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
 - 1.2.5. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.
 - 1.2.6. Except the obligation of payment to Seller, Consultant may discharge all other Purchaser’s obligations. In RFQ documents at all such places where obligations are confined to Purchaser alone such provision to read as ‘Purchaser/Consultant’s’ obligation to the extent the context so means/ requires.
 - 1.2.7. Throughout RFQ Document terms “Letter of Acceptance”, “Letter of Intent”, “Letter of Award”, “Fax of Acceptance” are synonymous.

2.0 SUPPLIER’S SCOPE

Supplier’s scope shall include (a) manufacturing of Items as per Material Requisition including Technical Specifications; (b) preparation of Quality Assurance / Quality control programme; (c) obtaining Consultant’s approval; (d) Inspection by Purchaser’s/Consultant/Agency Designated by Purchaser and obtaining Inspection Release Note; (e) obtaining despatch clearance; (f) Packing; and (g) Loading on truck/trailer and transportation upto site for Indian Bidder/ loading on ship at FOB/FCA port of exit including stowing and Ocean freight charges upto designated Port in India for foreign bidder.

3.0 BID VAILIDTY

- 3.1 The bid shall remain valid for acceptance for period mentioned in RFQ from the final bid due date. Owner/EIL shall reject a bid valid for a shorter period being non-responsive.
- 3.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Owner/EIL may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/post/e-mail).
- 3.3 The validity of recommended spares (If applicable as per MR) for 2 years normal operation and maintenance will be 12 months beyond the validity of bid.

4.0 DELIVERY SCHEDULE / COMPLETION PERIOD

- 4.1 All goods under the scope of the Supplier shall be delivered as per delivery schedule / completion period specified in Request for Quotation (RFQ) and no variation shall be permitted.
- 4.2 Failing to meet the delivery schedule / completion period will be subject to Price Reduction and/or other remedies available to the Purchaser in RFQ Documents.
- 4.3 Price Reduction Schedule (PRS) shall be applicable as per Clause 20 of GPC subject to condition that the contractual delivery/completion date shall be reckoned from the date of Fax of Acceptance in all cases.
- 4.4 Where erection/testing/commissioning supervision, commissioning assistance is required as per RFQ Documents / Material requisition, penalty for non-mobilization/delay in mobilization as per order shall be applicable. The penalty shall generally be 1.5 times the per diem rate for each day of delay of reporting to site and shall be in addition to price reduction for delayed delivery.
- 4.5 For Indian Bidder, date of LR/GR shall be considered as date of delivery or date of receipt of material at site shall be the date of delivery as specified in RFQ Cover Letter /Fax of acceptance/Purchase Order. For Foreign Bidder, date of clean Bill of Lading /Airway Bill shall be considered as date of Delivery.

5.0 DESPATCH INSTRUCTIONS

- 5.1 Supplier shall obtain despatch clearance from the purchaser prior to despatch.
- 5.2 Following despatch documents are required to be submitted by the Supplier immediately after shipment is made.
- Commercial Invoice
 - Dispatch instructions/ clearance by Purchaser/Consultant.
 - Inspection Release Note by Purchaser / Consultant.
 - LR/ GR / Clean Bill of Lading/Airway Bill.
 - Packing List
 - Test Certificates (NDT reports, MTC, etc. as per MR)
 - Certificate of Measurement and Weight
 - List of documents as specified in Vendor Data Requirement in Material Requisition & counter signed & stamped by Purchaser / Consultant.

In addition to above documents in case of Foreign Bidder following documents are also required to be submitted

- ETA Haldia Seaport /Airport (In case of CFR/CPT Contract)
- Documents pertaining to ocean/air freight (In case of CFR/CPT Contract)
- Country of origin certificate

6.0 PACKING, MARKING AND SHIPMENT

- 6.1 The Supplier wherever applicable shall after proper painting, pack and crate all goods for sea/road/rail transportation in such a manner so as to protect it from damage and deterioration. The Supplier shall be held responsible for all damages due to improper packing. The Supplier shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.
- 6.2 Supplier shall comply with the Packing, Marking and Shipping Instructions as in respective documents given as part of RFQ Document.

7.0 INSURANCE

- 7.1 For cases where only supply is involved and where divisible scope of supply and site work with separate delivery /completion period for respective scope of work is specified, Transit insurance, marine insurance and comprehensive (transit cum marine, storage, erection, till handing over of equipment) insurance, as applicable shall be excluded from the supplier's scope and, the same shall be arranged by the owner.

7.2 For purchases involving indivisible/turnkey works where single time schedule of completion is specified, the comprehensive (transit cum marine, storage, erection, till handing over of equipment) insurance shall be in the scope of supplier/contractor.

7.3 However, the insurance required under prevailing Indian laws for Contractor's personnel, equipment as well as Third Party Insurance shall be arranged by Contractor.

8.0 INSPECTION

8.1 Inspection of Imported Items against orders on Foreign Suppliers shall be carried out by EIL. No additional charges shall be payable to seller on account of the same. In the case of a foreign supplier sourcing items from India, the inspection shall be carried out by EIL, no additional charges shall be payable to seller on account of the same.

8.2 Inspection of items supplied by Indian bidders shall be in the scope of EIL. In case Indian party sourcing materials from abroad, the bidder shall arrange inspection through EIL, if required.

8.3 Travel, Living and Personnel expenses of EIL's Representative shall be borne by the Owner.

9.0 INDEPENDENT SUPPLIER

It is expressly understood and agreed that Supplier is an independent party and that neither the Supplier/ its personnel are servants, agents or employees of Purchaser/ Consultant nor the Supplier has any kind of interest in other Suppliers.

10.0 TAXES & DUTES

10.1 IMPORT DUTIES (Applicable only for Indian Bidder):

Quoted Price shall be inclusive of Import Duties on the import content if any in the supply. Bidder to indicate CIF value of the import content and applicable merit rate of Import Duties on the import content in the Price Schedule / Annexure-1 to Agreed Terms and Condition. Statutory variation on Import Duties within the 2/3rd of contractual delivery period shall be to Owner's account against submission of the documentary evidence and shall be given as per CIF value and applicable merit rate of import duties indicated by the bidder in their offer. Any increase in the rate of Import Duties on CIF value beyond the 2/3rd of contractual completion period shall be to bidder's account. Any decrease in the rate of Import Duties on CIF shall be passed on to the Owner.

Owner shall not issue Project Authority Certificate (PAC) / Import License to the Suppliers.

10.2 GOODS AND SERVICES TAX:

10.2.1 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

10.2.2 The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

10.2.3 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by EIL/Client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, EIL / Client shall not be liable to make any payment on account of GST against such invoice.

10.2.4 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or nonpayment of GST by the contractor/vendor, EIL shall withhold the payment of GST.

10.2.5 GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by EIL/Client.

- 10.2.6 Where EIL/client has the obligation to discharge GST liability under reverse charge mechanism and EIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to EIL/client or ITC with respect to such payments is not available to EIL/client for any reason which is not attributable to EIL/client, then EIL/client shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by EIL/Client to Contractor / Supplier.
- 10.2.7 The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to EIL / Project Owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse EIL / Project Owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.
- 10.2.8 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to EIL / Client for reasons attributable to Contractor / Vendor, EIL / client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, EIL / client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on EIL / Project Owner.
- 10.2.9 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 10.2.10 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.
- 10.2.11 The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 10.2.12 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 10.2.13 EIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where EIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 10.2.14 GST (Goods & Service Tax) on Freight:
Quoted Prices shall exclusive of GST (Goods & Service Tax). GST (Goods & Service Tax) as billed by the Supplier shall be payable at actuals by EIL/OWNER subject to supplier furnishing the Proper tax invoice as per GST (Goods & Service Tax) rule to enable EIL/OWNER to take input tax credit (if any) on GST (Goods & Service Tax).
- 10.2.15 GST (Goods & Service Tax) on services like supervision, training, AMC, Hazop Study etc
Quoted Prices shall exclusive of GST (Goods & Service Tax). GST (Goods & Service Tax) as billed by the Supplier shall be payable at actuals by EIL/OWNER subject to supplier furnishing the Proper tax invoice as per GST (Goods & Service Tax) rule to enable EIL/OWNER to take input tax credit (if any) on GST (Goods & Service Tax).
- 10.2.16 GST (Goods & Service Tax) on Site Work etc
Quoted Prices shall exclusive of GST (Goods & Service Tax). GST (Goods & Service Tax) as billed by the Supplier shall be payable at actuals by EIL/OWNER subject to supplier furnishing the Proper tax invoice as per GST (Goods & Service Tax) rule to enable EIL/OWNER to take input tax credit (if any) on GST (Goods & Service Tax).

- 10.3 **SUPERVISION / TRAINING CHARGES:**
Quoted Supervision / Training Charges shall be exclusive of applicable Goods and Service Tax (GST). Indian Bidder to indicate applicable rate of Goods and Service Tax (GST) on Supervision / Training Charges in Price Schedule.
For Foreign Bidder **GOODS AND SERVICE TAX (GST)** on Supervision / Training Charges shall be paid by the Owner directly.
- 10.4 **SITE WORK:**
Quoted Site Work Prices shall be exclusive of applicable Goods and Service Tax (GST). Bidder to indicate applicable rate of Goods and Service Tax (GST) on Site Work Charges in Price Schedule.
For cases where only supply is involved and where divisible scope of supply and site work with separate delivery /completion period for respective scope of work is specified, Bidder to quote their rates exclusive of Goods and Service Tax (GST) at applicable rate.
- 10.5 **ADDITIONAL TAXES & DUTIES (Applicable for Indian Bidder)**
Within the contractual delivery period, if any new taxes and/or duties come into force the same will be reimbursed to bidder against documentary evidence. However any new or additional taxes/duties imposed after contractual delivery shall be to Vendor's account.
- 10.6 Cenvat /input tax credit on customs duty is not available to BPCL. However, vendor shall provide cenvatable documents to avail cenvat credit if applicable.
- 10.7 In case of Foreign Bidder quoted FOB Prices shall be inclusive of all charges inclusive of all applicable taxes & duties, applicable upto FOB International Port of Exit.
- 10.8 All necessary taxes & duties registration, if required for carrying out the site activities shall be done by the supplier and cost towards the same shall be included in quoted prices.
- 10.9 Any Statutory variation in Goods and Service Tax, within the contractual delivery date, shall be on owner's account, against submission of documentary evidence. However, in case of delay in delivery beyond the contractual date, for reasons attributable to seller, any increase in these rates shall be borne by seller, whereas any decrease shall be passed on to the owner
- 10.10 Further, in case of delay in delivery, due to reasons attributable to seller, any new or additional taxes, duties or levies imposed after the contractual delivery date shall be on seller's account.
- 10.11 For the purpose of applicability of statutory variations on taxes and duties (including imposition of any new taxes/duties/levies, etc.) under above terms, each staggered delivery of lots (due in a specific month as per delivery schedule for bulk items) shall be considered as delivery date for the respective lot(s).
- 11.0 **RECOVERY OF CUSTOM DUTY AND GOODS AND SERVICE TAX (GST)**
In case of Indian Bidders, if the Statutory Variation entitles the employer to recover the amount (irrespective of contractual delivery) such amount will be recovered from any bill of the Supplier immediately on enforcement of such variation under intimation to the Supplier.
- 12.0 **CONTRACT PERFORMANCE BANK GUARANTEE (CPBG):**
- 12.1 Contract Performance Bank Guarantee (CPBG) for 10% of total order value shall be furnished by successful vendors in format attached with GPC for order value above INR 10 Lakh (or equivalent foreign currency) for Limited enquiries, however, CPBG shall be required for all orders irrespective of value for Press enquiries.
- 12.2 Contract Performance Bank Guarantee (CPBG) shall be furnished by successful vendor within 15 days from the date of Fax of Acceptance.
- 12.3 Contract Performance Bank Guarantee shall be obtained from vendors before certifying payment of bill against the relevant purchase order in place of deduction of Retention money from Bills. Such PBG can be for 10% of the Contract Value for performance Guarantee period, upfront, or for 10% value of each running bill valid for the performance Guarantee period.

13.0 PAYMENT TERMS

In partial modification of the payment terms as mentioned in the General Purchase Conditions, the payment terms shall be applicable as per attached Annexure-I to this SPC.

14.0 DEDUCTION AT SOURCE

14.1 Purchaser will release the payment to the Supplier after effecting deductions as per applicable laws in force.

14.2 Purchaser will release payments to the Supplier after offsetting all dues to the Purchaser payable by the Supplier under the Contract.

15.0 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

16.0 STATUTORY APPROVAL

Approval from any authority (i.e. Inspector of Boiler, Electrical Inspector etc.) required as per statutory rules and regulations of Central / State Government shall be the responsibility of supplier and the quoted prices shall be inclusive of the same.

The application on behalf of the OWNER for submission to relevant authorities along with copies of required certificate complete in all respects shall be prepared and submitted by the supplier well ahead of time so that the actual construction / commissioning of the work is not delayed for want of the approval / inspection by concerned authorities. The supplier shall arrange the inspection of the works by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the supplier. Reimbursement by the OWNER of the statutory fees payable by supplier (as per advance approval of OWNER) may be provided for, subject to submission of receipt.

The supplier shall carry out any change / addition required to meet the requirements of the statutory authorities, within the quoted rates. The inspection and acceptance of the work by statutory authorities shall be the responsibility of the supplier.

List of all documents, drawings, forms, affidavits etc required for the approvals shall be submitted by the supplier.

17.0 FINANCIAL DETERRENT FOR VIOLATION OF HSE (applicable only for case where Site work is involved)

The financial deterrent/ penalty for violation of HSE mentioned elsewhere in the RFQ documents shall be applicable for all case involving Site work.

18.0 LIEN

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

19.0 Ocean Freight charges (For Foreign bidders)

19.1 Order shall be on CFR port of entry in India basis, wherein the ocean transportation from FOB Port of Exit to the designated Indian Port shall be arranged by the bidders. All shipments of break bulk material and containerized cargo shall be made by suitable vessels certified for sea worthiness and complying with National/International safety regulations and age of the vessel being less than 25 years. Bidder to coordinate with Owner's nominated Customs House Agent for smooth discharge/delivery of the cargo at the Port of arrival.

- 19.2 Quoted prices shall be on FOB Port of Exit basis and separate price for Ocean Freight transportation charges shall be quoted. Quoted Ocean freight charges for Break Bulk cargo delivery shall be on FLT (Full Line Terms), i.e., all charges at destination port shall be borne by the bidder till the cargo is unloaded on to the wharf/vehicle as the case may be. No Trans-shipment is permitted for Break Bulk Cargo.
- 19.3 Bidder shall inform 07 days prior to the expected date of arrival of vessel in port of entry in India. Detention & Demurrages, if any, due to early arrival of vessel, shall be to bidder's account.
- 19.4 Wherever, the foreign bidder does not accept the ocean transportation in his scope, offer of such bidder shall be rejected.

20.0 SINGLE ORDER

- 20.1 A single order, covering the entire scope of work (including supplies and site work/services, as applicable), shall be placed. Split ordering will not be permitted. Complete responsibility shall be taken by main bidder on single point responsibility basis.
- 20.2 In case, a foreign supplier requests for a separate order on his Indian sub-supplier, the same shall not be accepted. However, payment to Indian sub-supplier shall be released directly in Indian Rupees against invoices duly certified by the foreign supplier. For this purpose, the Indian sub-supplier's name, material and corresponding price along with freight, Taxes & Duties, in Indian Rupees shall be clearly spelt out in the purchase order on foreign supplier. "C" form shall be issued to Indian sub-suppliers.
- 20.3 Further, obligation of Contract Performance Bank Guarantee & Price Reduction Schedule for complete package shall always be in scope of foreign (principal) Bidder.
- 20.4 For any liability of Seller (Foreign principal), total order value shall include value of components (Supplies/Services) sourced from India.

21.0 Deleted.

22.0 SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT./ PUBLIC SECTOR UNDERTAKINGS

- 22.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

23.0 INTEGRITY PACT / INDEPENDENT EXTERNAL MONITORS

- 23.1 Integrity Pact shall be applicable if specified in RFQ documents.
- 23.2 Proforma of Integrity Pact (IP) attached shall be returned by the Bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to submit the IP duly signed shall result in the bid not being considered for further evaluation.
- 23.3 Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor, mentioned below:

Mr. Shantanu Consul
No.9 MCHS (IAS officers colony),
16th Main (IAS officers colony),
BTM 2nd stage, Bangalore-560076
Mobile No.: 09740069318
shantanuconsul@gmail.com

24.0 FRAUDULENT PRACTICES

- 24.1 The OWNER requires that Bidders/Vendors/Contractors observe the highest standard of ethics during the award/execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the OWNER, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OWNER of the benefits of free and open competition.
- 24.2 The OWNER will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.
Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids, if the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.
- 24.3 In case, the information/ document furnished by the Bidder/vendor/Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, OWNER shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/Vendor/ Contractor without any prejudice to other rights available to OWNER under the contract such as forfeiture of PBG/CPBG, withholding of payment etc.
- 24.4 In case, this issue of submission of false document comes to the notice after execution of work, OWNER shall have full right to forfeit any amount due to the Bidder/Vendor/Contractor along with forfeiture of PBG/Security Deposit furnished by the Bidder/Vendor/Contractor.
- 24.5 Further, such Bidder/Vendor/ Contractor shall be put on Blacklist/ Holiday/Negative List of OWNER debarring them from future business with OWNER and EIL for a time period, as per the prevailing policy of OWNER and EIL.

25.0 INDEMNIFYING CLAUSE:

"Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax laws including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to the liability accruing to the OWNER to the extent of such loss or non-availability of credit or liability accrued shall either stand cancelled or deducted from payment due to the VENDOR or shall be reimbursed from the VENDOR till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.

Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, interest as the case may be shall be reimbursed by the VENDOR within ____ days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER."

26.0 EVALUATION CRITERIA FOR COMPARISON OF BIDS

Evaluation criteria for comparison of bids shall be as per Annexure-II enclosed.

27.0 Bid Rejection Criteria:

The bidders shall adhere to the provisions of the Bidding Document without taking any deviations. In case a bidder retains any deviations to the provisions even after techno-

commercial clarifications, the Bid shall be considered to be non-responsive and shall be rejected.

EVALUATION CRITERIA FOR COMPARISON OF BIDS**1.1. Where only Indian Bids are under comparison**

- Bids shall be evaluated on the basis of net effective price, i.e., landed cost at Site inclusive of transportation charges and all applicable Goods and Service Tax (GST)etc.

1.2. Where only Foreign Bids are under comparison

- Bids shall be evaluated on CFR basis. In case of pipes wherever the supplier has not indicated stowage charges, the FOB price shall be loaded @ 10% of the bidder's quoted ocean freight.
- Safeguard duty as applicable as on contractual delivery date as per policy of Government of India shall be considered for evaluation. For the purpose of evaluation, the contractual delivery date shall be established considering delivery period plus (1) one month from the date of priced bid opening
- Comparison shall be done on equivalent Indian Rupees considering RBI reference rate of foreign exchange published on the day of opening of the Price Bids. In case RBI holiday on date of Priced Bid Opening, exchange rates published on immediate preceding day shall be considered.

1.3. Where Indian as well as Foreign Bids are under comparison**Domestic Bidders:**

- Bids shall be evaluated on the basis of net effective price, i.e., landed cost at Site inclusive of transportation charges and all applicable Goods and Service Tax (GST)etc

Foreign Bidders:

- Bids shall be evaluated on the basis of landed cost at Site, considering the following.
 - a) F.O.B./FCA price quoted by the bidder
 - b) Ocean/Air freight as quoted by the bidder
 - c) Marine insurance @ 1% of FOB Value
 - d) Prevailing merit rate of Customs duty calculated with Landing Charges @1 % of CIF Value and Goods and Service tax applicable on imports.
 - e) Port handling charges @ 2% of CIF value
 - f) Inland freight charges from Port of entry in India to project site(s) @ 1% of landed cost at Port of Entry, i.e., sl.no.(a)to(e)
 - g) In case of pipes, where the supplier has not indicated stowage charges, the price shall be loaded @10% of the bidder's quoted ocean freight.
 - h) LC charges@1%ofFOB
 - i) Safeguard duty as applicable
- Comparison shall be done on equivalent Indian Rupees considering RBI reference rate of foreign exchange published on the day of opening of the Price Bids. In case RBI holiday on date of Priced Bid Opening, exchange rates published on immediate preceding day shall be considered.

- 1.4. Cost of Mandatory (Insurance) spares if identified in the Material Requisition, commissioning spares and special tools and tackles will be included for price evaluation of bids, but costs of Spares for two years normal operation and maintenance shall be excluded.

- 1.5. Bidder (Indian/Foreign) shall quote firm freight charges as per price schedule format/ Agreed Terms & Condition. If a vendor does not quote freight charges bidder shall be asked to absorb the same without any reservation failing which his bid shall be rejected
- 1.6. Wherever the bidder is required to quote any specific charges as per the scope of Material Requisition including charges towards site work, supervision charges, PWAMC charges, charges towards custom clearance and any other charges, the same shall be added to arrive at the landed cost at site as per the provisions of RFQ document.
- 1.7. Per Diem rates for supervision, Hazop, Training services etc.:
 - a) If a vendor does not mention any thing about per diem charges and have not quoted per Diem charges for any of the services, bidder shall be asked to absorb the same (for total number of days for which the services considered for evaluation) without any reservation failing which his bid shall be rejected.
 - b) In such a case, since the per diem services may increase beyond the number of days specified in the enquiry document, lowest quoted per diem charges (for respective services) by other bidders (Prices quoted by other Indian bidder for order on Indian bidder and prices quoted by other Foreign bidder in case of order on Foreign bidder) shall be taken for negotiation with the bidder, which shall be applicable beyond number of days specified in the enquiry document.
- 1.8. Any differential in taxes and duties will be cost loaded on case to case basis. However, if a vendor does not quote for taxes and duties in their offer or the vendor states that taxes/duties are not applicable at present and will be charged as applicable at the time of delivery, then his bid shall be loaded by the maximum rate of taxes/duties applicable as on the date of Priced bid opening.
- 1.9. Cost of loading towards Technical Parameters (Utilities etc.) wherever applicable shall be carried out.
- 1.10. Input tax credit shall not be considered for evaluation.
- 1.10.1. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule. In such circumstances loading on account of GST shall not be applicable.

	PAYMENT TERMS
A.	<u>FOR INDIGENOUS SUPPLIERS:</u>
1.	Supply:
1.1.	<p>Where the MR is for supply of materials and there is no Vendor Data Requirement (VDR) specified in the MR:</p> <ul style="list-style-type: none"> - 15% against identification of raw materials at Supplier's works and against submission of ABG of equivalent amount. - 60% against despatch documents (along with copy of LR/GR and IRN) directly to EIL together with full taxes, duties and transportation charges. - 15% against receipt of material at site. - 10% on receipt of all material at site and on submission of E1/E2 Form (wherever applicable).
1.2.	<p>Where the MR is for supply of materials and calls for Vendor Data requirement:</p> <ul style="list-style-type: none"> - 5% against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2. - 15% against identification of raw materials at Supplier's works and against submission of ABG of equivalent amount. - 55% (60% where drawing/doc approval not required) against despatch documents (along with copy of LR/GR and IRN) directly to EIL together with full taxes, duties and transportation charges. - 10% against receipt of material at site. - 5% on receipt of all Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition. - 10% on receipt of all material at site and on submission of E1/E2 Form (wherever applicable).
1.3.	<p>Where the MR is for supply of materials and calls for vendor Data requirement (With site work) :</p> <ul style="list-style-type: none"> - 5% against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2. - 15% against identification of raw materials at Supplier's works and against submission of ABG of equivalent amount. - 55% (60% where drawing/doc approval not required) against despatch documents (along with copy of LR/GR and IRN) directly to EIL together with full taxes, duties and transportation charges - 10% against receipt of material at site. - 5% on receipt of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition.

	<ul style="list-style-type: none"> - 10% on completion of Site Work and submission of E1/E2 Form (wherever applicable).
<p>1.4.</p>	<p>Where the MR is for Packages, fabricated equipment like Columns/Pressure vessels/Reactors/Heat Exchangers /Pumps/Compressors/EOT Crane/Air Fin Cooler etc (with significant Bought out item) and calls for Vendor Data requirement (Without site work):</p> <ul style="list-style-type: none"> - 5% against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2. - 10% against placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. - 15% against identification of raw materials at Supplier's works (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. - 50% against despatch documents (along with copy of LR/GR and IRN) directly to EIL together with full taxes, duties and transportation charges. - 5% against receipt of material at site. - 5% on receipt of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition. - 10% on receipt of all material at site and on submission of E1/E2 Form (wherever applicable). <p>Major Raw Material for payment against placement of orders:</p> <p>Columns/Vessels/Reactors : Plates & Forgings Heat Exchangers : Plates, Tube, Tube sheets Pumps : Castings for casings, impellers and drivers Compressors : Castings for casings and rotors and drivers Air Fin Coolers : Tubes, Header Plates, Fin Material</p> <p>Major Raw Material for payment against receipt & identification of raw materials:</p> <p>Columns/Vessels/Reactors : Plates & Forgings Heat Exchangers : Plates, Tubes, Tube sheets Pumps : Castings for casings and impellers Compressors : Castings for casings and rotors Air Fin Coolers : Tubes, Header Plates, Fin Material</p>
<p>1.5.</p>	<p>Where the MR is for Packages, fabricated equipment like Columns/Pressure vessels/Reactors/Heat Exchangers /Pumps/Compressors/EOT Crane/Air Fin Cooler etc (with significant Bought out item) and calls for Vendor Data requirement (With site work) :</p> <ul style="list-style-type: none"> - 5% against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2.

	<ul style="list-style-type: none"> - 10% against placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. - 15% against identification of raw materials at Supplier's works (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. - 50% against despatch documents (along with copy of LR/GR and IRN) directly to EIL together with full taxes, duties and transportation charges. - 5% against receipt of material at site. - 5% on receipt of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition. - 10% on completion of site work and submission of E1/E2 Form (wherever applicable). <p>Major Raw Material for payment against placement of orders:</p> <p>Columns/Vessels/Reactors : Plates & Forgings Heat Exchangers : Plates, Tube, Tube sheets Pumps : Castings for casings, impellers and drivers Compressors : Castings for casings and rotors and drivers Air Fin Coolers : Tubes, Header Plates, Fin Material</p> <p>Major Raw Material for payment against receipt & identification of raw materials:</p> <p>Columns/Vessels/Reactors : Plates & Forgings Heat Exchangers : Plates, Tubes, Tube sheets Pumps : Castings for casings and impellers Compressors : Castings for casings and rotors Air Fin Coolers : Tubes, Header Plates, Fin Material</p>
1.6.	<p>Mobile Water cum foam tenders (Truck loaded)</p> <p>For Chassis: (Supplier shall furnish the sub order copy on the chasis manufacturer and furnish confirmation regarding direct payment to chasis manufacturer against chasis value out of total quoted value of complete package).</p> <ul style="list-style-type: none"> - 10% of sub-order value to Chasis manufacturer directly against placement of sub-order for Chasis against submission of equivalent Bank Guarantee having validity upto dispatch of Chasis from Chasis manufacturer's works. - 90% of sub-order value shall be made to the chasis manufacturer against commercial invoice to Supplier (against dispatch readiness), duly endorsed by Supplier and against submission of following: - Ownership of chasis shall be in the name of EIL/Client by sub-vendor along with Insurance policy with the Client as beneficiary to cover all risks during transit and

	<p>storage at main vendor works.</p> <ul style="list-style-type: none"> ➤ In addition Supplier to confirm that they shall assist Owner in final and firm registration of duly built up vehicle at project site. ➤ No other charges shall be payable on any account w.r.t chassis including transportation of chassis, insurance from Chasis Supplier works to Supplier works etc. ➤ Supplier to carry out the works in their work shop/ Works which shall be insured including work in progress materials in the shop. Supplier shall furnish all such necessary documents to this effect enabling Owner to release payment to Chasis Supplier. <p>For Fabrication works at Vendor shop (Total quoted price of package excluding price of chassis as per Work order on chassis vendor):</p> <ul style="list-style-type: none"> - 5% against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2. - 75% against despatch documents including but not limited to Invoice for the complete package including Chasis (along with copy of LR/GR and IRN) directly to EIL together with full taxes, duties and transportation charges. - 5% against receipt of material at site. - 5% on receipt of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition. - 10% on receipt of all material at site and on submission of E1/E2 Form (wherever applicable).
<p>2.</p>	<p>For supply of Mandatory Spares (wherever price of mandatory spares obtained separately)</p> <ul style="list-style-type: none"> - 90% on receipt of spares at site after dispatch of main equipment. - 10% on receipt of materials at site and on submission of E1/E2 FORM (wherever applicable).
<p>3.</p>	<p>Site Work:</p> <ul style="list-style-type: none"> - 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge. - 10% on successful completion of site work and handing over of goods/equipment at site.
<p>4.</p>	<p>Any services on per diem basis like: Supervision of Erection, Testing & Commissioning/ assistance during erection , Testing & Commissioning / Training at site / Supplier's works on per diem basis</p> <ul style="list-style-type: none"> - 100% prorata against monthly bills to be submitted by Supplier duly certified by Engineer-in-Charge.
<p>5.</p>	<p>Training (lumpsum)</p> <ul style="list-style-type: none"> - 100 % on successful completion of Training duly certified by EIL/OWNER, as per

	Purchase Requisition.
6.	<p>Annual Maintenance Contract (AMC):</p> <ul style="list-style-type: none"> - 100% payment shall be paid at the end of each quarter against quarterly progressive bills to be submitted by Supplier duly certified by authorized representative of Owner.
B.	<u>FOR FOREIGN SUPPLIERS</u>
1.	Supply
1.1.	<p>Where the MR is for supply of materials and there is no Vendor Data Requirement (VDR) specified in the MR (Without Site Work):</p> <ul style="list-style-type: none"> - 15% thru wire transfer against identification of raw materials at Supplier's works and against submission of ABG of equivalent amount. - 85% along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit
1.2.	<p>Where the MR is for supply of materials and calls for Vendor Data Requirement: (Without site work)</p> <ul style="list-style-type: none"> - 5% against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2. - 15% thru wire transfer against identification of raw materials at Supplier's works and against submission of ABG of equivalent amount - 75% (80% in cases where drawing approval is not required) along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit. - 5% on receipt of Final/ As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition through wire transfer.
1.3.	<p>Where the MR is for supply of materials and calls for Vendor Data Requirement: (With site work)</p> <ul style="list-style-type: none"> - 5% against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2. - 15% thru wire transfer against identification of raw materials at Supplier's works and against submission of ABG of equivalent amount - 65% (70% in cases where drawing approval is not required) along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit. - 5% on receipt of Final/ As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition through wire transfer. - 10% on successful completion of Site Work through wire transfer. <p>Note: In case Customs clearance and further transportation of material upto Project site is in the supplier's scope, 65% against shipping documents shall be split in 5% + 60% and 5% shall be paid after receipt of material at Project site.</p>

<p>1.4.</p>	<p>Where the MR is for Packages/fabricated equipments like Columns/Pressure vessels/Reactors/Heat Exchangers/Air Fin Cooler/Pumps/Compressors/EOT Cranes etc (with significant Bought out item) and calls for Supplier Data requirement: (Without site work)</p> <ul style="list-style-type: none"> - 5% against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2. - 10% against placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. - 15% against identification of raw materials at Supplier's works (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. - 65% along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit. - 5% on receipt of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition. <p>Major Raw Material for payment against placement of orders:</p> <p>Columns/Vessels/Reactors : Plates & Forgings Heat Exchangers : Plates, Tube, Tube sheets Pumps : Castings for casings, impellers and drivers Compressors : Castings for casings and rotors and drivers Air Fin Coolers : Tubes, Header Plates, Fin Material</p> <p>Major Raw Material for payment against receipt & identification of raw materials:</p> <p>Columns/Vessels/Reactors : Plates & Forgings Heat Exchangers : Plates, Tubes, Tube sheets Pumps : Castings for casings and impellers Compressors : Castings for casings and rotors Air Fin Coolers : Tubes, Header Plates, Fin Material</p>
<p>1.5.</p>	<p>Where the MR is for Packages/fabricated equipments like Columns/Pressure vessels/Reactors/Air Fin Cooler /EOT Cranes etc (with significant Bought out item) and calls for Vendor Data requirement: (With site work)</p> <ul style="list-style-type: none"> - 5% against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2. - 10% against placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of equivalent amount. - 15% against identification of raw materials at Supplier's works (to be identified during kick off meeting, if not specified in enquiry) and against submission of ABG of

	<p>equivalent amount.</p> <ul style="list-style-type: none"> - 55% along with 100% Ocean freight (in case of CFR contracts) against shipping documents through irrevocable Letter of Credit. - 5% on receipt of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition. - 10% on completion of site work through wire transfer <p>Major Raw Material for payment against placement of orders:</p> <p>Columns/Vessels/Reactors : Plates & Forgings Heat Exchangers : Plates, Tube, Tube sheets Pumps : Castings for casings, impellers and drivers Compressors : Castings for casings and rotors and drivers Air Fin Coolers : Tubes, Header Plates, Fin Material</p> <p>Major Raw Material for payment against receipt & identification of raw materials:</p> <p>Columns/Vessels/Reactors : Plates & Forgings Heat Exchangers : Plates, Tubes, Tube sheets Pumps : Castings for casings and impellers Compressors : Castings for casings and rotors Air Fin Coolers : Tubes, Header Plates, Fin Material</p> <p>Note: In case Customs clearance and further transportation of material upto Project site is in the supplier's scope, 55% against shipping documents shall be split in 5% + 50% and 5% shall be paid after receipt of material at Project site.</p>
<p>2.</p>	<p>For supply of Mandatory Spares:</p> <ul style="list-style-type: none"> - 100% thru irrevocable Letter of Credit against shipping documents after dispatch of main equipment.
<p>3.</p>	<p>Site Work:</p> <ul style="list-style-type: none"> - 90% against monthly progressive bills (based on agreed billing schedule) duly certified by Engineer-in-charge. - 10% on successful completion and handing over of goods/equipment at site.

4.	<p>Any services on per diem basis like: Supervision of Erection, Testing & Commissioning/ assistance during erection, Testing & Commissioning / Training at:</p> <ul style="list-style-type: none"> - 100% against monthly bills to be submitted by Supplier duly certified by Engineer-in-Charge.
5.	<p>Training (Lumpsum):</p> <ul style="list-style-type: none"> - 100% through Wire Transfer on successful completion of Training duly certified by EIL/OWNER, as per Purchase Requisition (PR).
6.	<p>Annual Maintenance Contract (AMC):</p> <ul style="list-style-type: none"> - 100% payment shall be paid at the end of each quarter against quarterly progressive bills to be submitted by Supplier duly certified by authorized representative of Owner.
7.	<p><u>Indian sub-supplies in case of a Foreign bidder:</u></p> <ul style="list-style-type: none"> - 85% through E-Payment with taxes and duties will be paid against receipt of Indian sourced goods/material at project site. - 10% against receipt of Indian supplies at site and delivery of main equipment by foreign bidder, as per Terms of bidding document and completion of site work, wherever applicable. - 5% on submission of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition, by main bidder. <ul style="list-style-type: none"> ➤ Payment of Indian sub supplies/Services shall be released directly to Indian counterpart against Invoices raised by Indian counterpart duly certified by foreign principal. ➤ In case of Foreign bids with Indian sub supplies, the payment terms of Foreign bidder against shipping documents stands reduced by 5% which shall be released as follows: <ul style="list-style-type: none"> ○ 5% payment shall be released thru wire transfer, on delivery of main equipment by foreign principal (as per terms of enquiry document) as well as receipt of Indian supplies at site.
C.	<p>For all Site Fabricated Columns, Vessels etc. (Fabrication yard within project site)</p> <ul style="list-style-type: none"> - 5% against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2. - 10% against placement of sub-order for specified major raw material (Plates & Forgings) against submission of ABG of equivalent amount. ABG shall be returned after receipt and identification of material at Fabrication yard located within Project site. - 25% against receipt and identification of raw materials (Plates & Forgings) at Fabrication yard located within Project site. - 40% on completion of fabrication in all respect, Third party inspection and making

	<p>completed column ready for hydro-testing.</p> <ul style="list-style-type: none">- 5% after hydro-testing of completed column, painting and inspection clearance for shifting of equipment to erection site.- 10% along with taxes & duties against submission of tax invoice and on transportation of completed column from fabrication yard/ assembly yard to erection site, erection in position (wherever applicable) and acceptance thereof.- 5% on receipt of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition.
	<p>NOTES :</p> <ul style="list-style-type: none">(i) 1ST Milestone payment shall be released only after receipt of CPBG (wherever applicable) and manufacturing schedule (in template available on eDMS portal).(ii) Prorata payments shall be applicable on dispatch of equipment. In case of equipment, prorata shall not be on part of equipment.(iii) In case of indigenous SUPPLIERS, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties. 100% payment of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of Cenvatable/Duplicate Copy of Excise Invoice / vatable documents (wherever applicable).(iv) Payment to indigenous SUPPLIERS shall be released through Electronic Clearing System (ECS) and to foreign SUPPLIERS, payments other than against shipping documents, i.e., for Site Work and Supervision/Training etc. shall be through wire transfer.(v) Status of bills after submission can be viewed on our website http://www.engineersindia.com .(vi) Irrevocable Letter of credit shall be acceptable from foreign Suppliers in place of Advance Bank Guarantee as well as Contract cum Performance Bank Guarantee.(vii) Irrevocable Letter of Credit for payment to Foreign SUPPLIERS shall be established in favour of the supplier in a bank in his country, for an appropriate amount (in line with Payment Terms). L/C shall be opened within 45 days of receipt of acknowledgement of FOA/PO and receipt of CPBG (wherever applicable). In case confirmed L/C is insisted by supplier, L/C confirmation charges shall be to supplier's account.(viii) All payments (other than through L/C) shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.(ix) All bank charges of respective bankers shall be to respective account.(x) Supplier shall submit Billing Schedule within three weeks after placement of FOA/PO (whichever is issued earlier) for EIL/OWNER's approval (wherever applicable). Suppliers requiring multiple despatches will restrict the number of despatches to maximum three, unless agreed otherwise by Project Manager.(xi) In case of Annual Maintenance Contract (AMC), CPBG @ 5% of maximum annual AMC amount shall be submitted within 2 weeks from the date of order and shall be valid for the entire AMC period plus 2 months claim period.

	<p>(xii) In case of Columns/Vessels/Reactors where Template to be supplied by Supplier, 15% payment against raw material identification shall be split in 1%+14% and it shall be specified that 1% payment out of 15% shall be paid after receipt of templates at site. Supplier has to ensure supply of templates within two month from the approval of drawings at least in code.</p> <p>(xiii) In case C form is not issued up to 4.5 months and/or site is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the same shall be released on submission of additional Bank Guarantee of equivalent amount valid for 1 (One) year or such extended period as may be required.</p> <p>(xiv) Certification for placement of sub-order and/or identification of major raw material, in the above payment terms, shall be carried out by EIL/TPI agency, as applicable.</p>
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Bharat Petroleum Corporation Limited

General Purchase Conditions

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

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Bharat Petroleum Corporation Limited

General Purchase Conditions

1. DEFINITIONS :

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

- 1.1. **OWNER:** Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400038 and shall include its successors and assigns (hereafter called BPCL as a short form).
- 1.2. **VENDOR:** Vendor means the person, firm or the Company / Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.
- 1.3. **INSPECTOR:** Person/agency deputed by BPCL for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..
- 1.4. **GOODS / MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
- 1.5. **SITE / LOCATION:** means any Site where BHARAT PETROLEUM CORPORATION LTD. desires to receive materials 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 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 may 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:

- a) Name, address and registration number of the service provider
- b) Name and address of person receiving taxable service
- c) Description, classification and value of taxable service provided
- d) 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.

7. INSPECTION :

- 7.1. Materials shall be inspected by EIL / 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. Our registered third party inspection agencies are /LRIS/CEIL/DNV///EIL/ as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/scope of inspection provided along with 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 Petroleum Corporation Ltd.. 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.

The bill of lading shall indicate the following :

Shipper : Government of India

Consignee : Bharat Petroleum Corporation Ltd.

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 PETROLEUM CORPORATION LTD.

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.

Documents	BPCL (Delhi)	
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 30 months from the date of commissioning or 36 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.
- 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 warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEE :

- 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).

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 package 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 surface 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.

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 effecting 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 covered by BPCL under Project Insurance Policy.
- 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 telegram/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 Petroleum Corporation Ltd., (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 120 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 owners 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 FOA plus the delivery schedule as indicated by the vendors.
Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date for all the contract on FOB/CFR basis . 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 CLAUSE :

(A) Definition: The term “**Force Majeure**” means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor’s reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:

- (i) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
- (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
- (iii) epidemic, plague or quarantine;
- (iv) air crash, shipwreck, or train wreck;
- (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- (vi) radioactive contamination or ionizing radiation;

(B) Notice and Reporting:

- (i) The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify the BPCL in writing of such event of Force Majeure and provide the following information:
 - (a) reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;

- (b) such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and
 - (c) all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.
- (ii) The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

(C) Mitigation Responsibility:

- (i) The Vendor shall use all reasonable endeavours, acting as a Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- (ii) The Vendor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
- (iii) The Vendor shall notify BPCL when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

(D) Consequences of Force Majeure. Provided that the Vendor has complied and continues to comply with the obligations of this Clause and subject to the further provisions:

- (i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and
- (ii) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is

prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

(E) Force Majeure Events Exceeding 60 Days

- (i) If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 60 consecutive days, then BPCL shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.

23. ARBITRATION CLAUSE :

- 23.1 Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director (Marketing) / of BPCL as the case may be or to some officer of BPCL who may be nominated by them.
- 23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.
- 23.4. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.
- 23.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- 23.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone.
(legal)

23.6 SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT. /PUBLIC SECTOR UNDERTAKINGS IN A PURCHASE OR SERVICE CONTRACT :

In the event of any dispute or differences between the VENDOR/ CONTRACTOR/ SUPPLIER and the OWNER, if the VENDOR/ CONTRACTOR/ SUPPLIER is a Government Department, a Government Company or a Undertaking in the public sector, then in suppression of the provisions of clause 23 of the GPC

(corresponding clause no of GCC or NIT etc.), stands modified to the following extent:-

all disputes and differences of whatsoever nature arising out of or in relation to this Contract/ Agreement or in relation to any subsequent contract/ agreement between the parties shall be attempted to be resolved amicably by mutual discussions between the parties. If they are not settled at the implementation level of officers, then these unresolved disputes/ differences will be referred for resolution by discussions with the concerned Director of BPCL and the concerned Director of vendor/ contractor/ supplier. In case same does not resolve the difference within 30 days, arbitration clause as hereunder would apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

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 labour at site, such vendor's workmen or employees shall under no circumstances be deemed to be in owner's employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner's premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

29. 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.

30. 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.

31. 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.

32. NEW & UNUSED MATERIAL :

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

33. 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) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, in present tender, as the tendered quantity cannot be split due to nature of job, MSE shall be allowed for supply and installation of total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15%, then L1 MSE will be offered first and if matches the L1 price, MSE shall be allowed for supply and installation of total tendered quantity. If L1 MSE does not matches L1 price, other MSEs falling in range of L1+15% band will be offered in order of L2 MSE,L3 MSE etc. until they match L1 price. No separate preference will be given to MSE owned by Scheduled Caste & Scheduled Tribe entrepreneurs over MSE owned by general person as quantity cannot be split in this tender

34. CANCELLATION :

- 34.1. BPCL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if.
 - 34.1.1. The vendor fails to comply with the terms of this purchase order/contract.
 - 34.1.2. The vendor becomes bankrupt or goes into liquidation.
 - 34.1.3. The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
 - 34.1.4. The vendor makes a general assignment for the benefit of creditors.
 - 34.1.5. A receiver is appointed for any of the property owned by the vendor.
- 34.2. 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.

35. 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.

36. 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.

37. GOVERNING LAW

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

38. 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.

39. SPECIAL PURCHASE CONDITIONS

In case of a conflict between the clauses, terms and conditions of General Purchase Conditions and Special Purchase condition, the clauses, terms and conditions of Special Purchase Condition will have an overriding effect over General Purchase Conditions and the same shall be applicable.

40. EXPEDITING

Engineers India Limited have been assigned to expedite both manufacture and shipment of equipment and testing materials covered by the Purchase Order. BPCL/CONSULTANT shall have the free access to Vendor's shop and/or sub-supplier's shop at any time and they shall be provided all necessary assistance and information to help them perform their job.

In order to facilitate overall execution of the order within the contractual delivery date, Vendor shall furnish to CONSULTANT within 4 weeks of receipt of Purchase Order the required number of copies of documents such as but not limited to schedules/PERT charts, unpriced copies of sub-orders/sub-contracts, phased programme of itemwise manufacturing, testing and delivery and any other information/documentation as may be called for by BPCL/CONSULTANT. Vendor shall furnish Progress Report at the end of each month to CONSULTANT/BPCL

41. OILS & LUBRICANTS

The first filling of oils and lubricants, if any required for every equipment shall be included in the price and appropriate products manufactured by

Bharat Petroleum Corporation shall be used. In case, the particular oils and lubricants are not manufactured by BPCL, same of other Government Oil Company can be used. The Vendor shall also recommend the quality/quantity of oils and lubricants required for one year continuous operation.

42 SPARE PARTS

The Vendor must furnish itemised and priced list of mandatory spare parts required for two years operation of the main equipment and prime movers also.

The Vendor shall provide the necessary cross sectional drawing to identify the spare parts numbers and their location as well as an interchange ability chart.

43. PART ORDER/REPEAT ORDER

Vendor hereby agrees to accept part order **against tender enquiry** at Owner's option without any limitation whatsoever and also accept repeat order during a period of Twelve months after placement of purchase order at the same unit prices, terms and conditions. All lumpsum charges, if any, shall be pro-rata on value basis on acceptance of part order

44. JURISDICTION

The contract shall be governed by and constructed according to the laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at New Delhi only will have the jurisdiction to hear and decide such actions and proceedings

45. Address

Ch Manager (Pipeline Projects)
Bharat Petroleum Corporation Ltd
Plot A 5 & 6,
sector 1 Noida UP – 201301
Fax – 0120-2474368

Note : Performance bang guarantee shall be mailed to the address given in clasuse no 41

46. Holiday listing:

Holiday Listings policy as per enclosed

47. NOTICES

Any notices to be given hereunder by a Party to the other shall be in English and delivered by hand or sent by courier or facsimile to the other Party at the address or facsimile number stated below or such other address or number as may be notified by the relevant Party from time to time:

BPCL

Vendor

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

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

To,
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

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

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

ii This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

ii. 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 ordissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.

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 anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

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:

INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) 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 forThe 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 an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 -Commitments of the Principal

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

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a 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.

(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 contracts

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

(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be the 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.

(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 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 initiate appropriate action.

Section 8 -Independent External Monitor

Contact details of Independent External Monitor

Mr. Shantanu Consul
No.9 MCHS (IAS officers colony),
16th Main (IAS officers colony),
BTM 2nd stage, Bangalore-560076
Mobile No.: 09740069318
shantanuconsul@gmail.com

In case of any complain only please contact Mr. Shantanu Consul

(1) The Principal appoints competent and credible Independent external monitor 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) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(8) 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.

(9) 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.

.....


V. S. PRASAD
Chief Manager Engg, Major Projects

.....
for the Bidder/ Contractor/ Supplier

Place : Noida

Date

Witness 1:

Witness 2:



Policy for holiday listing of vendors in BPCL

1. Introduction:

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

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

Holiday Listing from business dealings involves civil consequences for the “Agency” concerned. Hence, the same requires adherence to the Principles of Natural Justice. Therefore, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. The meaning of “Black listing”, “Holiday Listing” and “Banning” is considered one and the same and shall hereafter be referred to only as “Holiday Listing” and the term Holiday Listed Companies is used accordingly in this document.

2. Scope :

- 2.1 The information for Bidders/Instruction to Bidders and even the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) generally provide that BPCL shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.
- 2.2 The procedure of Holiday Listing of Agencies from Business Dealings with BPCL has been laid down in these guidelines.
- 2.3 These guidelines are applicable across BPCL and shall form part of all the tenders. These guidelines shall be published as a separate document in BPCL website and the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) shall have a clause expressly stating that the Guidelines and Procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders placed by BPCL.
- 2.4 The Holiday Listing shall be with prospective effect, i.e. for future business dealings.

3. Definitions:

In these Guidelines, unless the context otherwise requires

- (i) Agency; "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency';
"Party/Contractor/Supplier/Vendor/Consultant/bidders/Licensor" shall mean and include a public limited company or a private limited company, a joint venture. Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.
- (ii) Appellate Authority: "Appellate Authority" shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the "Competent Authority".
- (iii) Competent Authority: "Competent Authority" shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:
The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager
- (iv) Corporation: "Corporation" means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.
- (v) Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (vi) Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;
- (vii) Collusive Practice : "Collusive Practice" amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (viii) Coercive Practice: "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- (ix) Officer-in-Charge: "Officer –in-Charge (OIC)" or "Engineer-in-Charge (EIC)" shall mean the person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.
- (x) Malpractice : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
- (xi) Mis-Conduct : "Mis-conduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines
- (xii) Nodal Department: "Nodal Department" means the Department primarily assigned with

the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.

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

4. Holiday Listing:

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

4.1.1. If the Agency, in the context of its dealings with the Corporation:

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

4.1.2. The following additional grounds can also be reasons for Holiday listing of an agency:

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

4.2. Procedure:

4.2.1. Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for

Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the “Agency” should be asked to submit within 15 days a written statement in its defense. A proforma of Show Cause notice is attached at Annexure-I.;

- 4.2.2.** The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the Procurement Department which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee.
- 4.2.3.** The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the Engineer / Officer – In –Charge or the designated in-charge or the department responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.
- 4.2.4.** On preliminary examination of the proposal with attached documents, if the vendor de-listment committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.
- 4.2.5.** Thereupon the Show Cause Notice, as approved, will be issued by the concerned Procurement Department. Before issuing the Show Cause Notice, concerned procurement department should give intimation to the Nodal Department regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Department, shall in turn publish this information in BPCL website for information and reference of all procuring departments across the corporation
- 4.2.6.** On receipt of the explanation from the Agency, the procurement Department will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department; This proposal would consist of a background of the case, copy of initiation proposal approved by vendor de-listment committee, copy of the Show Cause Notice issued and Agency’s reply received and the procurement departments’ comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.
- 4.2.7.** The proposal along with the reply from the Agency would be examined by the Vendor de-listment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Department to the Competent Authority for final decision on banning or otherwise.

4.2.8. The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may:

- Approve the proposal for Holiday Listing as such; OR
- Approve the proposal for holiday listing for a period higher than that was recommended, in case the competent authority is of the opinion that banning for a longer period is required in view of the gravity of the case; OR
- Approve the proposal for holiday listing for a period lesser than that was recommended, in case the competent authority is of the opinion that lesser period would meet the requirement, considering the gravity of the case; OR
- Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had no control.

4.2.9. The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned procurement department. A draft proforma for intimation of Holiday Listing to Agency is at Annexure II.

4.2.10. The Holiday Listing process should be completed at the earliest, and in any case within 45 days from initiation of case by concerned Engineer / Officer – In-Charge / Department responsible for invitation of bids

4.2.11. Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for BPCL on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.

4.2.12. Ordinarily the period for which an Agency is Holiday listed should not be less than 1 year and should not exceed 3 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under:

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

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

4.2.14. Provision for Appeal;

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

4.2.15. Effect of Holiday Listing

- (i) No enquiry / bid / tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- (ii) If an 'Agency' is put on the Holiday list during tendering:
 - a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before

opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD, if submitted by the 'Agency' shall be returned. If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned.

- b) If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1;
- c) If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

(iii) In cases where holiday listing proposal has been initiated by some procurement department in the Corporation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

5. Declaration by Bidders regarding Holiday Listing status:

Tenders invited for purchase of Goods and Services for both Open Tenders as well as Limited Tenders, should have the provision that the bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOPNG debaring them from carrying on business dealings with the BPCL/MOPNG or serving a banning order by another Oil PSE. Offers not accompanied with a declaration should be incorporated in rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

6. Revocation of Holiday Listing:

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

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

considering the Vendor's request, with copy to the Nodal Department.

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

7. Publishing of holiday listing information in BPCL Web-site:

- 7.1.** Once an order of Holiday Listing of an Agency is passed by a Competent Authority, the said information shall be published in the BPCL web-site, by the Nodal Department;
- 7.2.** All Procurement Agencies, should before issue of tender in limited tender cases and before opening of price bids in all cases, verify with this published information that the bidder concerned is not currently serving any Holiday Listing orders issued by BPCL; suitable declarations to this effect shall be incorporated in the concerned approval notes/TEC Note.
- 7.3.** All orders of revocation of holiday listing shall, immediately on revocation, be made available to the Nodal Department, who in turn shall update the information in the web-site accordingly.
- 7.4.** To take cognizance of the holiday listing process in the initiation stage itself, the Nodal Department should update the information in the BPCL web site, as soon as they get intimation from the Procurement Group, along with copy of proposed show cause notice.
- 7.5.** Nodal Department shall intimate each Instance of Holiday Listing and Revocation to other Oil PSE's. Similarly information regarding Holiday Listing, if any received from other Oil PSE's shall be communicated by the Nodal Department to the concerned Procuring Departments and/or published in the website for reference.
- 7.6.** If any Communication is received from the Administrative Ministry (i.e. MOP&NG) advising banning of business dealings with any Agency, the Nodal Department should take immediate action to circulate the same to all Procurement Departments within the Corporation, update the website and also send intimation to the concerned Agency in format Ann. IV



Annexure –I
(Proforma of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.

Date.....

To M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Ref:

Dear Sir,

You are hereby required to show cause in writing within 15 days from the date hereof why you should not be placed on Holiday List and be debarred from entering into any contracts with BPCL for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall; be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of BPCL.



Annexure –II
(Proforma for Intimation of Holiday Listing)

BY REGD. POST/SPEED POST/COURIER

No.....
Date.....
To M/s
.....
Attn.: Shri

Sub: Intimation of Banning of Business Dealings / Holiday Listing

Dear Sir,

WHEREAS our Show Cause Notice served to you dated WHEREAS, in spite of the opportunity given to you, you have failed to show cause as required / your reply to the show cause notice *(and documents and documentary evidence submitted in support of your reply) has / have been duly considered;
(Speaking Order either to agree or rebut the reply furnished by Agency – allegation wise)
After considering the allegations made in the show cause notice/your reply to the show cause notice*(and documents and documentary evidence furnished in support thereof) as cited above, it has been decided that business dealings with you will be banned and you are hereby debarred from entering into contracts with BPCL for Years/months, effective from the date hereof.

This orders shall have the following effects:

1. No enquiry / bid / tender shall be issued to you nor will the bids submitted by you be entertained;
2. In cases where tenders have already been issued to you and price bids are yet to be opened, the price bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
3. In cases where tenders have already been issued to you and price bids have already been opened, but final decision is pending, your quote will not be considered for further evaluation and finalization of the tender, and BG/EMD, if any, submitted by you shall be returned.
4. In case of ongoing contracts between you & BPCL, (including cases where contract has already been awarded before) you will be required to continue with the execution and perform as per terms of the contract.

In case you are aggrieved by this order, you may file an Appeal before (Indicate here the relevant Appellate Authority), within a maximum of 15 days from the date of receipt of this order. You may represent your case before the Appellate Authority, along with necessary justification. On expiry of the above period of holiday listing, you may approach.....(indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing. (Give Reasons)

Yours faithfully,

For & On behalf of BPCL.



Annexure –III

(Proforma for communication of Appellate Decision on Holiday Listing Order)

BY REGD. POST/SPEED POST/COURIER

No.

Date

To M/s

.....

Attn.: Shri

Sub: Banning of Business Dealings / Holiday Listing- Intimation of decision of Appellate Authority

Ref: 1. Order dated placing M/s on Holiday List by BPCL;
2. Your Appeal reference Dt.....

Dear Sir,

This has reference to the order dt..... placing you on Holiday List and your appeal petition reference dt.... on the same.

After considering the findings of the Original Authority in order dt....., submissions made by you in your appeal , and the documents/documentary evidences available on record, it has been decided finally that :

- There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Holiday Listing for the period of years/month from the date of order, as ordered by the original Authority is upheld,
- Considering your submissions, the order of Holiday Listing passed by the original authority is upheld , but with a reduction in period of holiday listing for years/months from the date of order of original authority;
- Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

(*** Incorporate any one of the above as applicable)

Yours faithfully,

For & On behalf of BPCL.



Annexure –IV

(Proforma for Intimation of Holiday Listing- based on Ministry's Advice)

BY REGD. POST/SPEED POST/COURIER

No.

Date

To M/s

.....

Attn.: Shri

Sub : Intimation of Banning of Business Dealings / Holiday Listing

Ref: MOP&NG's letter ref dt....., advising banning of business dealings with M/s.....

Dear Sir,

WHEREAS we have been advised by MOP&NG that all business dealings with you is to be banned and you should be placed on Holiday List for a period ofyrs/months from.....; You are hereby informed that the business dealings with you would be banned and you are hereby debarred from entering into contracts with BPCL for Years/months, effective from the date hereof.

On expiry of the above period of holiday listing, you may approach.....(indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing

Yours faithfully,

For & On behalf of BPCL.