

**Notice Inviting Tender**

**BHARAT PETROLEUM CORPORATION LIMITED**

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**CENTRAL PROCUREMENT ORGANISATION (MKTG)**

**'A' INSTALLATION, SEWREE FORT ROAD**

**SEWREE (E), MUMBAI - 400 015**



**GLOBAL OPEN E-TENDER**

**GLOBAL TENDER FOR DESIGN, ENGINEERING, SUPPLY, FABRICATION,  
ASSEMBLY, INSTALLATION, TESTING & COMMISSIONING OF SKID  
MOUNTED VAPOUR RECOVERY UNITS AT VARIOUS BPCL  
INSTALLATIONS & DEPOTS.**

**E-tender no. 12565****PRE-BID Meeting: 14.07.2023 @ 3.00 PM IST (9.30 AM GMT)**

(Through Video Conferencing)

**नियत दिनांक DUE ON: 04.08.2023 @ 3.00 PM IST (9.30 AM GMT)****NOTICE INVITING TENDER****FOR****GLOBAL TENDER FOR DESIGN, ENGINEERING, SUPPLY, FABRICATION, ASSEMBLY, INSTALLATION, TESTING & COMMISSIONING OF SKID MOUNTED VAPOUR RECOVERY UNITS AT VARIOUS BPCL INSTALLATIONS & DEPOTS.**

Dear Sir/Madam,

**1 Objective:**

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

BPCL, is pleased to invite your most competitive offer for the captioned supply in complete accordance with the tender documents attached herewith. The objective of this tender is to invite technical and commercial proposals from the qualified bidders as per the tender bid qualification criteria.

Evaluation for Award shall be item-wise on overall least cost to BPCL basis subject to meeting of Supply Capacity and Financial Capability criteria of BQC on cumulative basis. Evaluation shall be done using MS Excel / Solver.

**The tendered requirement is given below:**

Item No	LOT NO.	Item Description	Region	TWF / TLF	VRU Capacity	Qty	UOM	Delivery Address / Plant	Capacity Category (KL/Hr)
1	LOT-1	Supply and O&M of VRU as per Tender Scope	NR	TLF	151	1	LS	Srinagar	<=400

Item No	LOT NO.	Item Description	Region	TWF / TLF	VRU Capacity	Qty	UOM	Delivery Address / Plant	Capacity Category (KL/Hr)
2		Supply and O&M of VRU as per Tender Scope	NR	TLF	252	1	LS	Najibabad	
3		Supply and O&M of VRU as per Tender Scope	WR	TLF	252	1	LS	Rairu	
4		Supply and O&M of VRU as per Tender Scope	NR	TLF	252	1	LS	Jalandhar	
5		Supply and O&M of VRU as per Tender Scope	NR	TLF	252	1	LS	Sangrur	
6		Supply and O&M of VRU as per Tender Scope	ER	TLF	302	1	LS	Patna	
7		Supply and O&M of VRU as per Tender Scope	SR	TLF	302	1	LS	Kondapally	
8		Supply and O&M of VRU as per Tender Scope	WR	TLF	360	1	LS	Bhitoni	
9		LOT-2	Supply and O&M of VRU as per Tender Scope	NR	TLF	403	1	LS	
10	Supply and O&M of VRU as per Tender Scope		WR	TLF	420	1	LS	Hazira	
11	Supply and O&M of VRU as per Tender Scope		WR	TLF	420	1	LS	Navegaon	
12	Supply and O&M of VRU as per Tender Scope		WR	TLF	420	1	LS	Pakni	
13	Supply and O&M of VRU as per Tender Scope		WR	TLF	420	1	LS	Bakania	

Item No	LOT NO.	Item Description	Region	TWF / TLF	VRU Capacity	Qty	UOM	Delivery Address / Plant	Capacity Category (KL/Hr)
14		Supply and O&M of VRU as per Tender Scope	NR	TLF	420	1	LS	Kota	
15		Supply and O&M of VRU as per Tender Scope	NR	TLF	420	1	LS	Salawas	
16		Supply and O&M of VRU as per Tender Scope	WR	TLF	454	1	LS	Koyali	
17		Supply and O&M of VRU as per Tender Scope	SR	TLF	454	1	LS	Visakhapatnam	
18		Supply and O&M of VRU as per Tender Scope	ER	TLF	540	1	LS	Budgebudge	
19	LOT-3	Supply and O&M of VRU as per Tender Scope	WR	TWF	600	1	LS	Manglia Receipt Terminal	>=600 ,<=1200
20		Supply and O&M of VRU as per Tender Scope	SR	TLF	600	1	LS	Cherlapalli	
21		Supply and O&M of VRU as per Tender Scope	WR	TLF	605	1	LS	Sewree	
22		Supply and O&M of VRU as per Tender Scope	NR	TLF	655	1	LS	Kanpur	
23		Supply and O&M of VRU as per Tender Scope	WR	TLF	660	1	LS	Borkhedi	
24		Supply and O&M of VRU as per Tender Scope	WR	TLF	720	1	LS	Manglia Receipt Terminal	
25		Supply and O&M of VRU as per Tender Scope	SR	TLF	720	1	LS	Devangonhi	

Item No	LOT NO.	Item Description	Region	TWF / TLF	VRU Capacity	Qty	UOM	Delivery Address / Plant	Capacity Category (KL/Hr)
26		Supply and O&M of VRU as per Tender Scope	SR	TLF	720	1	LS	Karur	
27		Supply and O&M of VRU as per Tender Scope	WR	TWF	1200	1	LS	Manmad	
28		Supply and O&M of VRU as per Tender Scope	NR	TWF	1200	1	LS	Kanpur	
29		Supply and O&M of VRU as per Tender Scope	SR	TWF	1200	1	LS	Irugur	

The Successful bidder shall take action only on receipt of the purchase order and not against the contract.

- Earnest Money Deposit (EMD)/Bid security:** Bidder shall submit EMD by way of NEFT/RTGS payment or Bank Guarantee drawn on any nationalized or scheduled bank in favour of M/s Bharat Petroleum Corporation Limited and payable at Mumbai in the tender format in physical form for the following amount as applicable :

EMD of **Rs 10,00,000/-** (irrespective of no. of Lots participated) shall applicable from Non-MSE bidders. MSE Bidders shall be exempted from submission of EMD.

**Foreign Bidders** shall submit the EMD amount mentioned below:

In USD: **USD 12078**

**Or**

In EURO: **11057 EURO**

Any bank charges, etc. have to be borne by bidder. Wire transfer shall be allowed only for foreign bidders.

**Account details for submitting EMD through NEFT/RTGS mode for Indian Bidders are as given below:**

**Standard Chartered Bank Fort Branch**

**A/c No. 22205020131**

**IFSC CODE: SCBL0036001**

**By Foreign bidders as follows:**

**Beneficiary's Name : Bharat Petroleum Corporation Limited**

**Beneficiary's Bank Name: Standard Chartered Bank**  
**Beneficiary's Branch Name: Opp. VSNL Mumbai-400001**  
**Beneficiary's Account Number: 22205032520**  
**Intermediary Bank: SCBLUS33XXX**  
**Beneficiary Bank's Swift Code : SCBLINBBXXX**  
**Type of Account : EEFC Account**  
**Branch Code : 222**

Foreign Vendor to mention "Tender Reference No." in Remarks field of swift message while doing wire transfer. Intimation of wire transfer details have to be sent to Email ID (maheshkpatil@bharatpetroleum.in; phullis@bharatpetroleum.in) well in advance before the due date and time mentioned in the tender:

Bidder shall upload a letter on their letter head stating the Item Nos. for which he has quoted. Also mention in the letter about the details of BG/NEFT/RTGS payment details/valid MSE documents, meeting the tender EMD clause. Bidder's Offer may not be opened without this confirmation letter along with the BG/NEFT/RTGS payment details/valid MSE documents. BG shall be submitted only in the tender EMD format.

The BG should be sent in a sealed cover addressed to **Procurement Leader Gr 3/ Procurement Manager Gr 3**, with following boldly super-scribed on the outer cover:

- CRFQ number
- Item
- Closing date/Time
- Name of the tenderer

It should be sent by Registered Post/Courier to the following address so as to reach before the due date & time of the tender.

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

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc. for any reason what-so-ever. Bid received without the EMD if applicable is liable to be rejected. A photocopy of the instrument of EMD to be duly signed & stamped and uploaded against relevant heading in the e-tender.

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

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

Udyam registration shall be the only valid document to be considered for extending benefits under MSE policy 2012 to the eligible MSEs.

**CA Certificate with respect to MSE Document:**

MSE Bidders shall be eligible for purchase preference as per MSE Policy.

All bidders quoting as MSE, should submit a CA certificate issued by a practicing CA on his letter head along with MSE doc. (Udyam Registration) to avail the benefits under Public Procurement Policy for MSEs order 2012. In case the CA certificate is not submitted, bidder shall be considered as Non-MSE bidder and will be treated as bid received without Bid Security Declaration and hence bid will be rejected.

Successful bidder will have to submit hard copy of CA certificate before award of job. The CA certificate should be dated after the date of floating of tender and shall be specific to the tender for which bid is being submitted. Format of the CA certificate is attached in the tender and bidder needs to submit certificate strictly in the said format else bid shall be rejected.

An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

Udyam registration shall be the only valid document to be considered for extending benefits under MSE policy 2012 to the eligible MSEs.

Bidders shall be required to comply with the following to avail benefits under MSMED Act 2006:  
Upload Self-certified scanned copy of MSE doc. i.e. Udyam Registration along with CA certificate with UDIN mentioned as per format specified in **Annexure-VIII**.

The CA certificate (as per format provided in the tender) should be dated after the date of floating of tender and shall be specific to the tender for which bid is being submitted. UDIN shall be necessarily mentioned on CA Certificate (as per prescribed format).

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

The Bid Security/EMD may be forfeited:

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

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

- 2 **Purchase preference** to Indian MSEs (Micro & Small Enterprises) and Class-I Local Suppliers shall be applicable as per the Govt. Of India Policies.

- 3 An online pre-bid meeting shall be conducted through MS Team on 14.07.2023 at 3.00 PM IST (9.30 AM GMT). Bidders who wish to participate in the pre-bid meeting are requested to send an email request for participation mentioning their Authorized Email IDs to maheshkpatil@bharatpetroleum.in, within 5 days of the date of publishing the tender. An MS Team invite link shall be sent to such authorized email IDs.
- 4 For any tender related clarifications, Bidders are requested to send their queries within 5 days of the date of publishing the tender in the following format through email only to maheshkpatil@bharatpetroleum.in.

Sr. No.	Tender clause No.	BPCL specification & Requirements	Vendor Query

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

Sr no	Description	Reference
1	General Instructions to Bidder for e-tendering	Annexure-I
2	General Purchase Conditions (GPC)	Annexure-II
3	Special Purchase Conditions (SPC)	Annexure-III
4	Bidder Qualification Criteria (BQC)	Annexure-IV
5	Technical Specifications	Annexure-V
6	Policy for Compliance of Restrictions for Countries which share land borders with India	Annexure-VI
7	Proforma of Holiday listing status	Annexure-VII
8	Proforma of Declaration/Certificate confirming eligibility for benefits of Public Procurement Policy for MSEs	Annexure-VIII
10	PPP-MII Order (Public Procurement Preference to Make in India)	Annexure-IX
11	Integrity Pact	Annexure-X
12	Social Media Policy For Business Partners	Annexure-XI
13	Planning And Designing In Purview Of Vulnerability Atlas Of India	Annexure-XII
14	Undertaking for TPIA Verified Documents	Annexure-XIII

- 6 All the documents associated with Techno-Commercial bid (consisting of all the afore-mentioned Annexures and documents uploaded) and price bid shall form the part of the tender. **The entire bid shall be submitted online only.** General Instructions to bidders for e-tendering are as given in this tender. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Bidders are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of any doubt, the written clarifications should be



obtained through email only, within 4 days of floating of tender, but this shall not be a justification for request for extension of due date for submission of bids.

- 7 Bidders shall also have to essentially sign and upload an **Declaration of Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/MOPNG** in the tender format and **Integrity Pact** duly signed and stamped on all pages for participating in this tender.
- 8 Your online bid should be submitted on or before the due date of this tender.
- 9 Materials are required to be supplied as specified in the tender document, specifications / Bill of quantities. The details of specifications of materials required to be procured is enclosed along with this tender document. Vendor is requested to submit their bids taking full notice of all the technical specifications, terms and conditions, forms & attachments to this tender. Bids must be through e-tendering system only and must be filled up by the authorized and competent authority of your firm.
- 10 This is an e-tender. Please visit the website <https://bpclproc.in> for participating in this tender and submitting your Techno-commercial and Price bids online. The bid documents are to be submitted online thru e-proc portal only. All the bids shall be opened online. **Corrigendum/Addendums** if any will be provided against e-tender on BPCL E-proc site only.
- 11 The e-tender is floated in Two Part Bid through E-Tender system, consisting of Bid Qualification Criteria (BQC) , Technical plus Commercial and Price Bids , all floated together. Each page of bid documents meant for uploading by the bidder is to be duly signed & stamped before uploading the same. Information pertaining to Particulars of Tenderers and Relationship with Directors and unpriced bids shall have to be filled online.
- 12 Price bid is enclosed with this e-tender document. Price bid shall have to be submitted online in the appropriate form/s provided.
- 13 Bidder should qualify in BQC, Technical & Commercial bids, in order that their price bid can be opened. Bid Qualification Criteria, Technical & Commercial evaluation will be carried out before price bid opening. Only Price bids of those bidders, who qualify in the BQC, Technical & Commercial bids, will be opened.
- 14 The Vendors shall be in a position to produce further information as and when required by BPCL. BPCL, at its discretion reserves the right to verify information submitted and inspect the manufacturer facilities to confirm their capabilities. The vendors should have required clearance from all statutory authorities as applicable.
- 15 The placement of orders & further activities pertaining to order/s fulfilment will be undertaken by the user department.
- 16 The bids submitted should be valid for **120 Days** from the due date of tender for our acceptance. A bid valid for a shorter period shall be considered as non-responsive and rejected by the Owner. Notwithstanding

above, the Owner may solicit the Bidder consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing.

- 17 Once the offer is accepted, it will remain firm till completion of contracts/orders.
- 18 Bids should be submitted positively by the due time & date as mentioned in this tender. The e-portal system time, in Indian Standard time, will be the time to be considered.
- 19 We request the bidder to carefully go through all tender documents before submitting the offer. Please note that any exceptions or deviations to the tender document is necessarily to be recorded in the deviation statement attached only. Any exceptions/deviations brought out elsewhere in the bid shall not be considered.
- 20 The bidders may be invited for a presentation to BPCL during techno-commercial evaluation before price bid opening.
- 21 The bidders to provide their bank details / PAN / tax Registration numbers/ as applicable for updating vendor master file. You are also requested to keep us informed of any change in address / status of your business /contact details including email address etc.
- 22 GOVERNING LAWS: The laws of Union of India shall govern all matters concerning the tender. Any issue arising related to the tender or the selection process shall be adjudged by the courts in Mumbai, India.
- 23 BPCL alone reserves the right to accept or reject, any or all tenders received at its absolute discretion without assigning any reason whatsoever.
- 24 The bidder shall bear all costs associated with the preparation and submission of the bid and BPCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 25 BPCL is not responsible for any delays from bidder end.
- 26 BPCL reserves the right to make any changes in terms and conditions of tender before due date of bid submission and to reject any or all bids received incomplete. BPCL reserves the right to change the quantity tendered.
- 27 BPCL reserves their right to negotiate the quoted prices with lowest bidder/s.
- 28 Vendors would be qualified based on data and documents provided by them and based on information available with BPCL with regard to their credentials. Owner's decision on any matter regarding short listing of vendors shall be final and any bidder shall not enter into any correspondence with owner unless asked for.
- 29 The vendors who are on holiday list by BPCL, MOPNG, Oil Public Sector Undertaking (PSU) will not be considered.

- 30 Tenderers shall also have to essentially sign an **Integrity Pact (IP)**, for participating in this tender. The salient points to be noted in regard to IP are:

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

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

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

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

- 31 All the tender documents and Annexures, Techno-commercial details and Price Bids shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory. The authorized signatory shall be:
- I. Proprietor in case of proprietary concern.
  - II. Authorized partner in case of partnership firm.
  - III. Director, in case of a limited Company, duly authorized by its board of directors to sign.
  - IV. If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document
- 32 Online submission of the tender shall be considered as token of having read, understood and totally accepted all the terms and conditions.
- 33 The bidder is expected to examine all instructions, forms, attachments, terms and specifications in the tender document. The entire tender document together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidder, unless deviations are specifically stated seriatim by the bidder. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at bidder's risk and may result in the rejection of his bid.
- 34 Bidders in their own interest shall ensure that they submit their e-bid, complete in all respects, well within the specified bid due date and time. No relaxation shall be given for delay due to any unforeseen event in submission of bid.
- 35 At any time prior to the bid due date, we may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document. The amendment will be

notified through e tender portal to all prospective Bidders and will be binding on them. In order to afford prospective Bidder, reasonable time to take the amendment into account in preparing their bids, we may, at our discretion, extend the bid due date.

- 36 The bid prepared by the Bidder and all correspondence/ drawings and documents relating to the bid exchanged by Bidder and the Owner shall be written in ENGLISH language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
- 37 Declaration with the bid qualification criteria that bidder has not been banned or delisted by any Government or quasi Government agencies or Public Sector Undertaking (PSU) as per declaration format (provided as attachment under declaration format) of the tender document should be downloaded & then suitably filled, signed, stamped & uploaded against relevant heading.
- 38 Bidders are advised to submit bids based strictly on the terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Each Bidder shall submit only one bid. A Bidder who submits more than one bid will be rejected.
- 39 The Owner may, at its discretion, extend the bid due date, in which case all rights and obligations of the Owner and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.
- 40 Telex/Telefax/ E-mail/postal offers will not be considered and shall be rejected.
- 41 No bid shall be modified subsequent to the due date & time or extension, if any, for submission of bids. Bidder(s) to note that Price changes after submission of bid shall not be allowed. In case any bidder gives revised prices/price implication, his bid shall be rejected. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder. Withdrawal of a bid during this interval shall result in the forfeiture of Bidder's EMD. No suo motu reduction in prices quoted by bidder shall be permitted after opening of the bid. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid (s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for evaluation of prices but shall be binding on the bidder in case he happens to be a successful bidder for award of work.
- 42 Bids that do not meet the Bid qualification criteria as specified in the bid document shall be rejected. A bid with incomplete scope of work and/or which does not meet the technical requirements as specified in the bid document, shall be considered as non-responsive and rejected. Conditional bids will be liable for rejection.
- 43 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- 44 The experience details and financial & technical capabilities of the Bidder(s) shall be examined to determine whether the Bidder(s) offer meets the Bid Qualification criteria mentioned. To assist in the examination,

evaluation and comparison of Un-priced bids, the Owner may, at its discretion, ask the Bidder clarifications on the bid. The request for such clarifications and the response thereto shall be in writing. Prior to the evaluation and comparison of the bid, the Owner will determine the substantial responsiveness of each bid to the bidding documents.

- 45 Prior to the expiration of period of bid validity, the Owner will notify the successful Bidder in writing or by email, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract. Delivery Period shall be counted from the date of notification of award (Letter/Fax/e-mail of Intent).
- 46 Any efforts by a Bidder to influence the Owner/ in the Owner bid evaluation, bid comparison or contract award decisions may result in the rejection of their bid.
- 47 VERIFICATION BY OWNER: All statements submitted by Bidder regarding experience, manpower availability, equipment and machinery availability etc., are subject to verification by the Owner either before placement of order or after placement of order. If any data submitted by the Bidder at the bid stage is found to be incorrect, the offer is liable to be rejected or the Contract/order is liable to be terminated.
- 48 The relevant WCT/TDS if & as applicable will be deducted from the charges quoted by the successful bidder.
- 49 It is for the Bidder to assess and ascertain the Tax rate applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of tax/duty/cess which is based on Bidder's wrong assessment / interpretation of applicability of such tax/duty/cess. For Services such as installation, commissioning activities, bidder's quoted prices shall be inclusive of taxes applicable till complete execution of the order/contract and Owner shall not have any liabilities, whatsoever on this account. Variation, for any reason including, Statutory levies will be vendor's account. Bidder shall quote rate of Tax on the quoted charges. Bidder shall ensure that invoice(s) shows the tax component separately and is issued in accordance with the applicable Tax Rules. Octroi /Entry tax, if applicable in India shall be directly paid by the vendor, which shall be reimbursed by Owner at actuals on submission of documentary proof. BPCL shall not be liable, in case the tax authorities assess the tax elements in a different way on account of any reason, whatsoever. Taxes and duties other than those specified in this document, if any, shall be included in the quoted prices and no reimbursement shall be made by BPCL. Owner's liability with respect to taxes and duties will be restricted to the Tax as quoted by the bidder. Any new or additional taxes or duties levied by statutory authorities during contract shall be borne by the bidder.
- 50 ISSUE OF CONTRACT/ PURCHASE ORDER: After the successful Bidder has been notified that his bid has been accepted, the Owner will send to such Bidder a detailed contract/Purchase Order/s incorporating all the terms and conditions agreed between the parties. Within 7 days of receipt of the detailed contract/ Purchase Order, the Bidder shall sign and return to the Owner the duplicate copy of the contract/order as a token of their Acknowledgement. Purchase orders shall be placed by Clients i.e. BPCL, IOCL & HMEL separately.
- 51 Grievance Redressal Mechanism: Bharat Petroleum Corporation Limited (BPCL) has developed the Grievance Redressal Mechanism to deal with references/ grievances, if any, that is received from bidders who participated / intends to participate in the Corporation tender. The details of the same are available on our website [www.bharatpetroleum.in](http://www.bharatpetroleum.in).

- 52 It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 53 In case a Start-up is interested in supplying a tendered item but does not meet the Pre-Qualification Criteria(PQC)/Proven Track Record (PTR) of prior Turnover norm as indicated in the tender document, the Start-up may be requested to write a detailed proposal separately and not against the present tender requirement, to the tender issuing authority about its product. Such proposal should be accompanied by relevant documents in support of Start-ups as under :
- I. Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI.
  - II. Certificate of Incorporation/ Registration.
  - III. Audited P&L Statement of all the financial years since incorporation.
  - IV. In case where balance sheet has not been prepared, bidder shall submit a certificate in Original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Year Since incorporation along with declaration stating the reason for not furnishing the audited P&L statement. The Certificate shall be endorsed by Chartered Accountant/ Statutory Auditor.
- 54 By submitting the bid, the bidder undertakes as under:  
I/we hereby undertake that the statements made herein/information given in the bids through e-tendering system/annexures/forms/uploaded documents referred are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling BPCL to avoid any resultant contract.  
I/we further undertake as and when called upon by BPCL to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.
- 55 For any clarification on E-Tendering / training / uploading of document on E-Procurement Website, please contact our service provider M/s C1 INDIA on the contact details given in below link:

**[Contact Us/Helpdesk \(eproc.in\)](mailto:helpdesk@eproc.in)**

Thanking you,  
For, **Bharat Petroleum Corporation Limited**

Sanjay Phulli  
Procurement Leader, CPO-M,  
Sewree, Mumbai.

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**General Instructions to vendors for e-tendering**

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpcltenders.eproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcltenders.eproc.in>.
2. For registration on the e-tender site <https://bpcltenders.eproc.in>, one can be guided by the “**Bidder Manual**” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform the vendor administrator @ Email Ids given below for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcltenders.eproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. In case of any corrigendum/addendum issued due to which change in price bid form exists , then in such cases the already submitted bid (before the corrigendum) shall be automatically withdrawn and bidder shall be informed about such change through system generated notification. It is the responsibility of the bidder to resubmit his bid in such cases and no further claims shall be entertained on this account.

6. Vendors are required to complete the entire process online by clicking on **FINAL SUBMISSION & RECEIVING CONFIRMATION OF FINAL SUBMISSION ON SCREEN** on or before the due date/time of closing of the tender:

7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

(i) Vendors are advised to log on to the website (<https://bpcltenders.eproc.in>) and arrange to register themselves at the earliest.

(ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

(iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid.

(iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again.

However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

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

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

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

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



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

10. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

1. For system related issues:

**M/s. C1 India Help-Desk contact details:**

Details of helpdesk team are available under the “ [Contact Us / Helpdesk](#) ” Page available on the e-procurement portal

Website Link : <https://bpcltenders.eproc.in/Product/publicDash>

**GENERAL PURCHASE CONDITIONS (GPC)**

**(To be accepted online in the mandatory bidding form provided in the E-Tender)**

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

**I N D E X**

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

40. NOTICES
41. POLICY ON HOLIDAY LISTING
42. ORDER OF PRECEDENCE FOR PURCHASES
43. TERMINATION FOR CONVENIENCE
44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS

## 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 LIMITED desires to receive materials anywhere 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.

### 2. REFERENCE FOR DOCUMENTATION:

- 2.1. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.
- 2.2. After finalization of Contract / Purchase Order: The number and date of Rate Contract/ Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.

2.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

3. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**

The right to accept the tender will rest with the Owner.

4. **LANGUAGE:**

The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only. In case any of the supporting documents (either technical or financial) are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and signed by local Chamber of Commerce of bidder's country or Indian embassy in bidder's country or their embassy in India

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 GST registration in the concerned State as applicable and vendor shall quote their GSTIN number in the quotation wherever required.

6.1 **GST:**

6.1.1. GST 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 GST applicable at present. Any upward variation in GST rates, beyond the contractual delivery period, shall be to vendor's account.

6.1.2. In case GST is not applicable at present: In case GST gets levied due to change in turnover of Vendor/Supplier, shall be borne by the vendor/supplier. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 6.1.1. In case of change in stand of vendor/supplier about applicable rate of GST towards higher side, the same will not be payable.

6.1.3. Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST / Cess should be quoted separately wherever applicable.

Vendor shall ask the transporter of the goods to hand over the copy of GST invoice (transporter's copy) at the time of delivery of goods at owner's site.

The vendor shall take steps viz. mention relevant GSTIN of BPCL in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be 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 timelines 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, and interest as the case may be shall be reimbursed by the VENDOR within 30 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.”

**6.2 FREIGHT:**

6.2.1 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.

**6.3. 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.

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

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

- a) Name of Vendor (assessee);
- b) Status (Individual, Company, firm etc.) of assessee;

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

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

## **7. INSPECTION:**

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ or as specified in the Special Purchase Conditions. Materials shall be inspected as per scope of inspection by TPIAs which are registered under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website as on the date of Inspection of Goods. The link is as below:  
[http://nabcb.qci.org.in/accreditation/reg\\_bod\\_inspection\\_bodies.php](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php)
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/ scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/ inspections, BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or

specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

## **8. SHIPPING:**

- 8.1 SEA SHIPMENT:** All shipment of materials shall be made by first class direct vessels 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 Limited or order'.

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

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

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

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



weights and dimensions, and the total number of packages. All documents should be duly signed by the Vendor's authorized representatives.

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

The bill of lading shall indicate the following:

Shipper: Vendor's Name

Consignee: Bharat Petroleum Corporation Limited

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

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

TRANSMISSION OF SHIPPING DOCUMENTS for both modes of shipment viz. Sea and/or Air:  
Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading / Airway bill as quickly as possible after the shipment is made, and airmail/send scanned copies by e-mail as shown below so that they are received at least three weeks before the Vessels arrival or immediately in case of Air shipment. Foreign Supplier shall be fully responsible or any delay and/ or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

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

<b><u>Documents</u></b>	<b><u>BPCL</u></b>
Bill of Lading/Airway Bill	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, GST, Freight, Inspection Charges, Supervision of Installation & Commissioning and other taxes & levies, loading etc., if any, reduced by Input tax Credits 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) GST 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 other statutory levies as applicable.
- j) Performance Bank Guarantee as applicable.

**13. GUARANTEE/ WARRANTY:**

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

**14. PERFORMANCE BANK GUARANTEES:**

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

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

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

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

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

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

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

14.3 Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:

Vendors shall insist their Bank for issuance of SFMS Bank Guarantee for faster payments. Vendors shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to BPCL. Vendor should ensure the following for issue of E- bank guarantee:

- a. The issuing bank is on SFMS platform
- b. SFMS Message type used is 760 COV and SFMS Delivery report/ Message copy is sent along with original BG
- c. For BG amendment, message type 767COV is to be used.
- d. SFMS contains following details:
  - i) Beneficiary's bank name: ICICI Bank
  - ii) IFSC Code : ICIC0000393
  - iii) BPCL's Customer ID : BPCL583493800
- e. BG issuing Bank Should Send the BG Issuance advice through advice through SFMS to BPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC : ICIC0000393)
- f. BG Issuance advice Should mention applicable Unique Identifier code (UIC) in row/ field number 7037 of SFMS delivery Report.
  - a. BPCL Location : Kharghar, Navi Mumbai
  - b. Head Office : Ballard Estate
  - c. UIC : BPCL583493800
- g. The Original BG should be Submitted along with print out of SFMS Delivery Report from the BG Issuing Bank Branch.
- h. SFMS BG will help in faster verification of BGs and prompt release of payments to vendors.

**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/airworthy packing for ocean/air transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservice upto the final point of destination.

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

- 15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.
- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.
- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.
- 15.1.8 All delicate surfaces on equipment/ materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the

collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.

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

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

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

15.1.13 Pipes shall be packed as under:

(a) Upto 50mm NB in wooden cases/ crates.

(b) Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.

(c) Above 100mm NB in loose.

15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.

15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing. In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.

15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.

15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.

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

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

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

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

- a) Purchase Order Number
- b) Consignee Name & Address
- c) Vendor Name
- d) Batch no with manufacturing date
- e) Procedure (in brief) for handling
- f) Date of dispatch etc.
- g) Expiry Date, if applicable

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

**BHARAT PETROLEUM CORPORATION LIMITED**

(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corporation Limited  
(With detailed address as given in Special Purchase Conditions)

Order No.:	Rev. No.:
Item :	
Equipment Nomenclature :	
Net weight : Kgs.	
Gross weight : Kgs.	
Case No. : of	Total cases:
Dimensions :	
Import License No. :	

**NOTE:**

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



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

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

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

**16. DELIVERY:**

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

**17. UNLOADING AND STACKING:**

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

**18. TRANSIT INSURANCE:**

Unless otherwise mentioned,

- 18.1. Transit Insurance shall be covered by BPCL against its Mega Package Policy only where risk/reward has been transferred to BPCL.
- 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/airway bill 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.
- 18.3. The Vendor shall send BPCL information of the proposed consignment well in advance by fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.4. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of e-mail to Bharat Petroleum Corporation Limited, (with detailed address as given in Special Purchase Conditions and/or purchase order) 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 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

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

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

date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R destination contract.

In the case of imports, the contractual delivery date shall be considered from the date of Letter of Credit (L/C) or the date of L/C amendment because of Buyer's fault plus one week (to take care of transit time for receipt of L/C) plus the delivery schedule as indicated by the vendors.

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

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

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

**21. RISK PURCHASE CLAUSE:**

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

**22. FORCE MAJEURE**

**Circumstances leading to force majeure**

(a) Act of terrorism;

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

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

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

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

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

• **Notification of Force Majeure**

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

• **Right of either party to terminate**

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

• **Payment in case of termination due to Force Majeure**

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

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

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

**23. ARBITRATION CLAUSE:**

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between the Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments\*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

(\* The exclusion would also include disputes concerning GST, State level Sales Tax / VAT etc; though not mentioned explicitly)

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

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

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

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

**30. COMPLIANCE OF REGULATIONS:**

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

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

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

**32. NON-WAIVER:**

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

**33. NEW & UNUSED MATERIAL:**

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

**34. PURCHASE PREFERENCE CLAUSE:**

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

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



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

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

**35. CANCELLATION:**

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

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

35.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

35.2. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this-event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 20.3.1 as aforesaid.

**36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:**

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

**37. ASSIGNMENT:**

The Vendor does not have any right to assign his rights and obligations under these general purchase conditions without the prior written approval of BPCL.

**38. GOVERNING LAW:**

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

**39. AMENDMENT:**

Any amendment to these General Purchase Conditions can be made only in writing and with the mutual consent of the parties to these conditions.

**40. NOTICES:**

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

**41. POLICY ON HOLIDAY LISTING:**

The guidelines and procedures for Holiday Listing are available separately in BPCL website and shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders. It can be accessed using the following link: <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf> .

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

1. Purchase Order
2. Detailed letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)

5. Drawings
6. Special Purchase Conditions (SPC)
7. Technical Specifications
8. Instructions to Bidders
9. General Purchase Conditions (GPC)
10. Other Documents

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

**43. TERMINATION FOR CONVENIENCE:**

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

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

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

**44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS:**

- a. Bidders to note that under Building and other Construction Workers Welfare Act (Re&CS) Act 1996, Cess is applicable to contracts executed outside Factory Area (e.g. construction of new industrial installation, office & residential buildings etc.) as per the provisions applicable under 'The Building and Other Construction Workers Welfare Cess Act 1996'.
- b. The contractor must be registered with the concerned authorities under the Building and other Construction Workers" (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.
- c. The contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers" (RE&CS) Act, 1996, the Building and other Construction Workers" Welfare Cess Act, 1996, the Building and other Construction Workers" (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.

d. Cess, as per the prevailing rate (presently 1%), shall be deducted at source from bills of the contactors by the Engineer-in-Charge and remitted to the “Secretary, Building and other Construction Workers Welfare Board” of the concerned State.

e. The contactor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

**BPCL**

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

**VENDOR**

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

**XXXXXXXX**

**PERFORMANCE BANK GUARANTEE  
FOR SECURITY DEPOSIT TOWARDS PERFORMANCE  
(On Non-judicial paper for appropriate value)**

To,  
Bharat Petroleum Corporation Limited  
-----  
-----  
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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.

- (iii) The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- (iv) This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- (vi) The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,  
(Signature)  
NAME & DESIGNATION  
NAME OF THE BANK  
NOTES:

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

**FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE**

To  
**Bharat Petroleum Corporation Ltd.**

Dear Sirs,

M/s. \_\_\_\_\_ have taken tender for the work  
\_\_\_\_\_ CRFQ No/PO No \_\_\_\_\_ for  
Bharat Petroleum Corporation Ltd.

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

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

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

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

3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ ) from us in manner aforesaid will not be affected or suspended by reason of

the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court.

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

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

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

Yours faithfully

\_\_\_\_\_ Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.



**SPECIAL PURCHASE CONDITIONS (SPC)**

- a) Evaluation of offers and award will be on **item-wise on overall least cost to BPCL basis subject to meeting of Supply Capacity and Financial Capability criteria of BQC on cumulative basis. Evaluation shall be done using MS Excel / Solver.**
- b) **Validity of offer:** Your quotation should be valid for **120 days** from the due date of opening of tender and prices will remain firm till the supply is completed. The validity of contract placed on the successful bidder shall be **1 month** from the date of contract for placement of Purchase Order/Call Off.
- c) **Warranty:** Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of **30 months** from the **date of receipt at site or 24 months from commissioning** whichever is earlier.
- d) **Part Order:** BPCL reserves the right to split the tender quantity line item wise. There is no guarantee of Contract order quantity in the call off PO (Purchase Order) as the call off PO will be placed by locations/user as per their actual requirement. Successful bidder shall start their actions only on receipt of PO.
- e) **EVALUATION OF OFFER:**
- a) Quoted prices in Indian Rupees for Indigenous Supply and in Foreign Currency ( USD or Euro) for Imported supply shall be accepted in price bid. For evaluation purposes, all quoted values would be converted to Indian Rupees as on last deadline for submission of Techno-commercial bids or the last available rate for comparison of quotes based on Financial Benchmarks India Pvt. Ltd. (FBIL) reference rates. In case reference rate for that non INR currency is not available on Financial Benchmarks India Pvt. Ltd. (FBIL) reference rates then TT selling exchange rate published by State Bank of India (SBI) shall be used. If the conversion rate of the non INR currency is not available on both of these platform then exchange rate website OANDA Selling rates shall be used.
- b) Evaluation of offer:
- For Indian Domestic Bidder / Indigenous supplies:**
- Domestic bidder shall quote their price on Door delivery basis at BPCL's locations including P&F charges, TPIA Charges, transit insurance and unloading charges at the destinations.

**For Foreign Bidder / Imported supplies:**

- 1) Foreign Bidder shall quote Incoterm FOB rates and the Ocean freight rate from the port of loading to destination port, in price bid.
- 2) The order will be placed on Incoterm CFR basis to **Indian Port** as per the freight charges quoted by the bidder. The ocean freight payable shall be limited to the quoted amount and same shall be valid till the tenure of the contract.
- 3) **Loading of 0.02%** shall be done on CFR Value for Marine Insurance.
- 4) **Basic Custom Duty (BCD), Social Welfare Surcharge (SWS) and IGST of (Assessable Value+BCD+SWS) on CIF Value will be directly paid to custom department by BPCL. These values shall be as applicable based on the product / HSN code and shall be loaded to Bidder's quote for evaluation purpose.**
- 5) Foreign Bidder shall quote Clearing Charges (Lump sum per UOM in INR), Inland Freight Charges including Inland Transit Insurance (Lump sum per UOM in INR) and GST @ 18% on Indian Services.
- 6) Total Landed cost will be ascertained from the quoted price (CFR) with appropriate loading for taxes, freight, insurance, clearance, inland transport etc. as mentioned above.

**f) Payment Terms:**

The details of the payment terms for procurement of VRUs are as under:

No.	DESCRIPTION	% OF CONTRACT VALUE
1	On Receipt of VRU Components at Site after FAT	50*
2	Complete Piping and other Mechanical Jobs at site	5
3	Complete Civil Jobs Including the Foundations and Structural at Site	5
4	Complete Instrumentation Job at Site Including Control Panels Cables / Cable Trays with its supports	10
5	Complete Electrical Jobs at Site including the Cables / Cable Trays with its supports.	10
6	Erection & Commissioning of system	10
7	Successful completion of SAT duly Certified By TPIA / compliance to SAT Punch Points.	5
8	Final Documentation & As-Built Drawings	5

Note: The percentage mentioned above is w.r.t to contract value of Supply, Erection and Commissioning of VRU and not O&M charges.

(\*) Foreign Bidders have following options against this milestone payment:

a. Payment on 30<sup>th</sup> day from receipt of material at site.

Or

b. **By letter of credit. BPCL shall open an irrevocable and unconfirmed Letter of Credit (LC) on bidder's name.** Irrevocable LC of amount equivalent to 50% of order value excluding O&M charges shall be issued to successful bidder within 60 days from date of Call Off/ PO.

Note : Foreign Bidder has to confirm the mode of payments in the techno commercial bid. In case, Bidder opts for payment thru LC, a loading towards the LC charges @ 0.15% of 50% of Order Value (excluding O&M charges) will be considered for price evaluation of the bid. An additional loading factor of 0.12% shall be applicable in case confirmation is to be added in the LC (based on Foreign bidder's requirement to be confirmed in the techno commercial bid submitted)

For Domestic Bidders this milestone payment shall be made on 30<sup>th</sup> day from receipt of material at site.

**Bidder shall quote minimum 20% of quoted amount of VRU Supply item for "Post Warranty O&M Charges".**

**The quoted rates for 5 years Comprehensive maintenance charges (O&M) shall be split year wise, post warranty period in the following manner for the purpose of releasing payment.**

Sr. No.	Year (Post Warranty)	% of O&M (5 years) charges
1	YEAR 1	10
2	YEAR 2	15
3	YEAR 3	20
4	YEAR 4	25
5	YEAR 5	30

**During post warranty period payment shall be made quarterly on pro-rata basis of the respective year.**

**Separate purchase order shall be issued to successful bidder for O&M charges of 5 years posts warranty period.**

**g) Delivery/Completion Period:**

Delivery period for this tender shall be considered as:

The project completion shall be **8 months** from the date of Call Off/PO. It is expected that successful bidder will organize all the resources and manpower accordingly and will complete the project work within stipulated time period, without fail. In no case the progress of the project should be hampered due to non-availability of manpower/ resources. Bidder will do all the necessary course corrections to meet the target schedule.

Bidder to submit the drawing/QAP documents for approval within 7 days of receipt of PO/Call off and approval of drawing/QAP documents shall be provided by BPCL within 7 days of submission. Any Delay in submission of drawing shall not affect the delivery period. Bidder shall ensure that the drawings are approved by concerned authority within 15 days from the date of Purchase Order/Call off.

**h) Security Deposit cum Performance Bank Guaranty (PBG)/Retention money :**

A Performance Bank Guaranty (PBG) of 10% of basic value of contract should be submitted by the successful bidder, within 15 days of receipt of Call off/ PO.

Alternatively, Bidder may opt for retention money in the form of deduction from the bills. In such case, bidder shall have to submit a Security Deposit as below within 15 days of Call off/ PO:

**An amount as given below based on contract value shall be deposited by the successful bidder towards SD:**

Rs. 1 Crore to Rs. 5 Crores : Rs. 1,00,000/-

Above Rs. 5 Crore to Rs. 10 Crores : Rs. 2,50,000/-

Above Rs. 10 Crore to Rs. 15 Crores : Rs. 5,00,000/-

Above Rs.15 crores to Rs.25 crores : Rs.7,50,000/-

Above Rs.25 Crores : Rs.10,00,000/-

**The bidder shall have the option to convert the EMD (incase of Non MSE Bidders) into SD.**

It shall be ensured that the security + retention amount will not exceed 10% of the basic order value.

The validity of PBG will be calculated as mentioned below:

Validity of PBG = Contract Period (1 Month) + Contractual Delivery Period of material + Contractual Guarantee period (24 months/ 30 Months) + 6-month (for invocation/ Claim).

**i) Basic Price** should be as per tender specifications and also the basic cost should be firm till the completion

of contract / Purchase Order. No foreign exchange parity variation and no price escalation will be considered during the contractual period. It may be noted that the **rates quoted in the price bid will only be considered for evaluation**. No revision of prices is allowed in the price bid once the technical bid is opened. Vendor to quote their prices considering all the technical and commercial aspects. Please note that the cost of **Commissioning spares (if applicable)** and all other spares required for successful commissioning and handing over of the tendered item should be included in the basic cost of the tendered item. List of commissioning spares is to be submitted separately along with technical documents.

**j) GST rate: In tenders, GST rate will be quoted by the bidder**

GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

In cases where the bidder quotes a wrong GST rate, for releasing the final order, the following methodology will be followed:

- i. In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic rates. The final cash outflow will reduce to the extent of the revised GST.
- ii. In case the actual GST rate applicable for the state is more than the quoted GST rate, the basic rates quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, BPCL shall place orders.

**k) Counter condition:** No counter condition is acceptable. Bidder should consider all the tender standard terms and conditions and submit their bids accordingly. Counter condition may lead to rejection of offer.

**l) Deviations:** Deviations to GPC (General Purchase Conditions) or SPC (Special Purchase Conditions) are not allowed. Technical deviations, if any, should be mentioned clause-wise in a separate document called **deviation sheet** in the following format only.

Deviations mentioned anywhere else shall not be considered. Bidders are advised not to upload any **extra documents** that are not asked for in the tender and are stating bidder’s own terms and conditions etc. Such extra documents/**extra terms and conditions** shall be summarily **ignored** and shall **not** be considered for evaluation.

**m) Mandatory documents to be submitted by MSE bidders:**

**MSE Bidders shall be eligible for purchase preference** as per MSE Policy.

All bidders quoting as MSE, should submit a CA certificate issued by a practicing CA on his letter head along with MSE doc. (Udyam Registration) to avail the benefits under Public Procurement Policy for MSEs order 2012. In case the CA certificate is not submitted, bidder shall be considered as Non-MSE bidder and will be treated as bid received without Bid Security Declaration and hence bid will be rejected.

Successful bidder will have to submit hard copy of CA certificate before award of job. The CA certificate should be dated after the date of floating of tender and shall be specific to the tender for which bid is being submitted. Format of the CA certificate is attached in the tender and bidder needs to submit certificate strictly in the said format else bid shall be rejected.

An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

**Udyam registration shall be the only valid document to be considered for extending benefits under MSE policy 2012 to the eligible MSEs.**

Bidders shall be required to comply with the following to avail benefits under MSMED Act 2006: Upload Self-certified scanned copy of MSE doc. i.e. Udyam Registration along with CA certificate with UDIN mentioned as per format specified in **Annexure-VIII**.

The CA certificate (as per format provided in the tender) should be dated after the date of floating of tender and shall be specific to the tender for which bid is being submitted. UDIN shall be necessarily mentioned on CA Certificate (as per prescribed format).

- n) In case a **Start-up** is interested in supplying a tendered item but does not meet the Pre-Qualification Criteria(PQC)/Proven Track Record (PTR) of prior Turnover norm as indicated in the tender document, the Start-up may be requested to write a detailed proposal separately and not against the present tender requirement, to the tender issuing authority about its product. Such proposal should be accompanied by relevant documents in support of Start-ups as under:
- I. Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI.
  - II. Certificate of Incorporation/ Registration.
  - III. Audited P&L Statement of all the financial years since incorporation.
  - IV. In case where balance sheet has not been prepared, bidder shall submit a certificate in Original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Year Since incorporation along with declaration stating the reason for not furnishing the audited P&L statement. The Certificate shall be endorsed by Chartered Accountant/ Statutory Auditor.

**BID QUALIFICATION CRITERIA:**

The bidder must be either of the following. The requirement of roles and responsibility of the respective bidders are enumerated as under:

1. An Indian Manufacturer or System Integrator
2. A Foreign Manufacturer or system integrator.
3. An Indian Subsidiary or a Group company of a Foreign Manufacturer or a Foreign System Integrator:

of Vapour Recovery Unit (VRU) Package.

Note:

i) The bids can be submitted by either of those as mentioned above.

ii) In case the bidder is an Indian Subsidiary or a Group company of a Foreign Manufacturer or a Foreign System Integrator : The bidder shall be required to submit an authority letter specific to this tender from the Foreign Manufacturer or Foreign System Integrator. The authorization letter should be signed by the Authorized Signatory of the VRU package Manufacturer or System Integrator Organization. Offers without the requisite authority letter from VRU package manufacturer or System Integrator shall be liable for rejection. The Manufacturer or System Integrator should confirm the responsibility and accountability for providing all the technical and other support to the bidder for executing the entire tender scope throughout the period of supply contract / AMC.

**JV/Consortium bids will not be accepted (i.e Qualification on the strength of the JV Partners/Consortium Members will not be accepted)**

**Criteria 1: Supply Capacity :**

For evaluation against this criteria, Bidder or his Principal should have successfully designed, engineered, supplied, installed and commissioned lot wise following Nos. of capacity of Vapour Recovery Unit (VRU) for trucks / tank wagon / marine loading /other installation's operation for Class-A petroleum product, in refinery / petrochemical / petroleum industry in India or abroad during last 7 years ending on last day of the month previous to the one in which tender is invited to any customer in India or Abroad.

The abovesaid Vapour Recovery Unit (VRU) should be using any one or any combination of the following technologies

- Adsorption through activated Carbon & absorption Technology
- Membrane separation Technology
- Condensation Technology

Further, the vapor recovery unit installed by the bidder in India or abroad should have completed satisfactory operation of minimum period of 6 months from the date of commissioning ending on last day of the month previous to the one in which tender is invited.

**TABLE- 1:**

Sr. No. (A)	LOT No. (B)	Min. Capacity of VRU supplied in past (KI/Hr) or min. No. of Bays Tank Lorry/Tank Wagon (C)	Min. Qty. of VRUs supplied during Last 7 Years for Non MSE / MSE Bidders to Qualify Individually (D)	Maximum Qty. Eligible for Award on min. Qty. supplied basis (E)	Maximum Qty. Eligible for Award on cumulative basis (F)
1	LOT-1	151 KI/Hr or 2 Bays	1	8	8
2	LOT-2	403 KI/Hr or 4 Bays	1	10	18*
3	LOT-3	600 KI/Hr or 6 Bays	1	11	29*
		<b>Total for All Lots</b>	<b>3</b>		

Bidders can quote for one or more lots depending on their past experience as mentioned above.

Bidders shall be qualified for all items in the respective lots based on the documents submitted by them and found meeting the past experience criteria for one or more than one lot on individual and / or on cumulative basis.

**In-case a bidder participates for more than one LOT but based on credentials does not qualifies for all the lots (quoted for) on Cumulative basis, then award shall be for only items from the lot(s) which they qualify on Cumulative basis as indicated in Table-1 and Table-2.**

**Allocation of Award shall be item-wise on overall least cost to BPCL basis subject to meeting of Supply Capacity and Financial Capability criteria of BQC on cumulative basis as indicated in Table-1 and Table-2.**

\* If Bidder gives credentials of additional Supply quantity, then he will be considered for qualification on cumulative basis as per Column (F) in above table.

e.g.

**Case 1 :** Say a bidder has a past experience of supplying 1 no. VRU of capacity 420 kl/hr. This bidder is eligible for consideration for LOT-1 and LOT-2. Based on solver results they shall be allocated VRUs from both or any of the LOTs (i.e. LOT-1 and LOT-2) subjected to maximum of 10 Nos. based on least cost to BPCL.



**Case 2: Say a bidder has a past experience of supplying 2 nos. VRU of capacity 420 kl/hr. This bidder is eligible for consideration for LOT-1 and LOT-2. Based on solver results they shall be allocated VRUs from both or any of the lots (i.e. LOT-1 and LOT-2) subjected to maximum of 18 Nos. based on least cost to BPCL.**

**Case 3 : Say a bidder has a past experience of supplying 1 no. VRU of capacity 600 kl/hr. This bidder is eligible for consideration for all the 3 lots. Based on solver results they shall be allocated VRUs from all or any of the lots (i.e. LOT-1, LOT-2 and LOT-3) subjected to maximum of 11 Nos. based on least cost to BPCL.**

**Case 4 : Say a bidder has a past experience of supplying 2 no. VRU of capacity 600 kl/hr. This bidder is eligible for consideration for all the 3 lots. Based on solver results they shall be allocated VRUs from all or any of the lots (i.e. LOT-1, LOT-2 and LOT-3) subjected to maximum of 21 Nos. based on least cost to BPCL.**

**Case 5 : Say a bidder has a past experience of supplying 3 no. VRU of capacity 600 kl/hr. This bidder is eligible for consideration for all the 3 lots. Based on solver results they shall be allocated VRUs from all or any of the lots (i.e. LOT-1, LOT-2 and LOT-3) subjected to maximum of 29 Nos. based on least cost to BPCL.**

**JV/Consortium bids will not be accepted (i.e Qualification on the strength of the JV Partners/Consortium Members will not be accepted)**

If the bidder is an Authorized Subsidiary or a Group company of a Foreign Manufacturer or a Foreign System Integrator: **The bidder can use the credentials of the Foreign Principal (Foreign Manufacturer or Foreign System Integrator) for this Technical Criteria.**

**Documents Required :**

The following documents should be submitted in support of the Supply Capacity Criteria requirement as mentioned above:

**A. If the bidder is an Indian / Foreign Manufacturer or System Integrator:**

1. Signed Agreement/PO copy/Work order in English language (or accompanied with English translation) which shows BOQ. The work order for similar work shall be in the name of the bidder.
2. Completion Certificate/Final Bill certified by the client or any other document which conclusively proves completion of the awarded work. This document shall clearly mention Name of the client, Name of the job, Work Order / Purchase order / LOA No. and date, Quantity executed and Date of completion.
3. Performance Certificate of the vapor recovery unit installed by the bidder in India or abroad that should have completed satisfactory operation of minimum 6 months ending on last day of the month previous to the one in which tender is invited. Details of Owner/Customer who has issued

performance certificate, in English language along with name of the contact person, contact details such as phone no., email ID etc.

4. In case any of the supporting documents (either technical or financial) are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and signed by Local Chamber of Commerce of bidder's country or Indian embassy in bidder's country or their embassy in India
5. Above documents shall be Self-Certified by Bidder.

**B. If the bidder is a Subsidiary or a Group company of a Foreign Manufacturer or a Foreign System Integrator:**

1. The bidder should submit Appointment letter from the Foreign Manufacturer or a Foreign System Integrator authorizing them to market their product.
2. The bidder should submit an Authority Letter issued by the Foreign Manufacturer or a Foreign System Integrator for bidding on behalf of the manufacturer.
3. The documents of the Foreign Manufacturer or a Foreign System Integrator as specified in above mentioned point no. A (1 to 4) above.
4. Back-to-back guarantee as per enclosed format (specific to the tender on stamp paper of requisite value and notarized) should be issued by the Foreign Manufacturer or a Foreign System Integrator stating that the Manufacturer shall fulfil the contractual obligations for supply, warranty and AMC period of the tendered item in case of failure of the bidder.
5. The Foreign Manufacturer or a Foreign System Integrator and the bidder shall indemnify, defend and hold harmless BPCL in case of any dispute due to whatsoever reason between the Manufacturer and the bidder for matters pertaining to subject Tender/ Contract.

**Criteria 2: Financial Capability:**

i) Bidder should have completed 3 financial years of existence as on original due date of tender since date of commencement of business.

ii) Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year (or 31<sup>st</sup> Dec. for Bidders who follow calendar year as financial year), should be **as per table given below** during the last available three consecutive accounting years.

**TABLE-2:**

Sr. No.	LOT No.	Average Annual financial turnover during the last 3 years for both MSE and Non MSE Bidder (Rs. In Lacs)
1	LOT-1	Rs. 209.60 Lacs per Item of LOT-1
2	LOT-2	Rs. 237.83 Lacs per Item of LOT-2
3	LOT-3	Rs. 300.15 Lacs per Item of LOT-3
	<b>For All Items</b>	<b>7356.78</b>

**Note :**

1. In case a bidder is quoting for more than one item, they shall be required to meet the financial capability criteria required to qualify for the individual items irrespective of LOT.

E.g. If Bidder is quoting for Item No. 1 and 4 in LOT-1 , Item No. 12 in LOT-2 and Item No. 24 in LOT-3. The Bidder shall meet Financial Capability as calculated below:

Financial Capability for Item No. 1,4,12 and 24 = (Rs. 209.60 Lacs X 2) + (Rs.237.83 Lacs X 1) + (Rs.300.15 Lacs X 1) = Rs. 957.19 Lacs

2. **Allocation of Award shall be item-wise on overall least cost to BPCL basis subject to meeting of Supply Capacity and Financial Capability criteria of BQC on cumulative basis as indicated in Table-1 and Table-2.**

e.g.

Say a bidder meets the financial capability requirement of all the items of LOT-1, LOT-2 and LOT-3 (to be calculated as Avg. Turnover requirement in above table per Item multiplied by no. of items in said LOT) but has a past experience of supplying 1 no. VRU of capacity 420 kl/hr. This bidder is eligible for consideration for LOT-1 and LOT-2 only. Based on solver results they shall be allocated VRUs from both the lots (i.e. LOT-1 and LOT-2) subjected to maximum of 10 Nos. based on least cost to BPCL.

In case of foreign bidder, if Audited Financial Report is in currency other than INR, the respective/ desired figure for calculation of above details shall be converted into equivalent INR considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the conversion rate of INR as on last date of Bidder's financial year shall be considered based on Financial Benchmarks India Pvt. Ltd. (FBIL) reference rates. In case reference rate for that non-INR currency is not available on Financial Benchmarks India Pvt. Ltd. (FBIL) reference rates then TT selling exchange rate published by State Bank of India (SBI) shall be used. If the conversion rate of the non-INR currency is not available on both of these platform then exchange rate website OANDA Selling rates shall be used.

iii) Net worth in immediate previous F.Y. should be positive.

**Documents required:**

1. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts for previous Three financial years along with the Bid to establish Bidder's conformance to financial criteria and prove existence since three years.

2. 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.

3. 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.

4. In case the financial year closing date is within 6 months of original 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. In case the financial year closing date is within 6 – 9 months of original 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 provided Bidder submits a letter from CA stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements.

In case the financial year closing date is beyond 9 months of original bid due date, 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.

In case any of the supporting documents (either technical or financial) are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and signed by Local Chamber of Commerce of bidder's country or Indian embassy in bidder's country or their embassy in India.

6. If the bidder is an Indian arm i.e. Subsidiary or a Group company of a Foreign Manufacturer or a Foreign System Integrator :

- a. **The bidder can use the credentials of the Foreign Principal (Foreign Manufacturer or Foreign System Integrator) for meeting the Financial Criteria and Existence above. In such case Foreign Manufacturer or Foreign System Integrator shall give an undertaking from his authorized signatory stating that they shall provide financial support to the bidder and will not dispose their holdings in the bidder company till the completion of order.**
- b. Documentary proof should be submitted to establish that the Indian Bidder is a subsidiary or Group company of the Foreign Principal.
- c. Only one subsidiary /group Company can participate in the tender. In such a case, the Parent /Group Company cannot participate in the tender for a particular LOT.
- d. Group companies can either be Parent company, direct subsidiaries & indirect subsidiaries.

### **Criteria 3: Undertaking for Holiday Listing status:**

The Bidder should submit a declaration to the effect that,

a) They are not currently serving any Holiday listing order issued by BPCL or MOPNG debarring them from carrying on business dealings with BPCL/MOPNG or convicted of an offence -

a. under the Prevention of Corruption Act, 1988: or

b. The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Documents Required:

An undertaking in support of not being barred / holiday listed by any of the above mentioned Organizations on their letter head as per **Annexure-VII**.

The Short-listing of bidders / Techno-commercial evaluation / Price Evaluation / TEC approvals shall be taken as per Guidelines for Procurement of Goods and Services as applicable.

Approval is requested for the above clauses and criteria to be adopted by us against Open two- part Bid e-Tender as per the clause no. 13.4 of the Guidelines for Procurement of Goods and Services.

### **MANDATORY DECLARATIONS BY BIDDER:**

#### **1. Declaration as per “Public Procurement (Preference to Make in India), order 2017-Revision”:**

**Class-I Local Suppliers** as defined under clause 5 of “Public Procurement (Preference to Make in India), order 2017-Revision” issued by DPIIT dated 16.09.2020, **shall be eligible for purchase preference** as stipulated in said Policy.

#### **Documents required to be uploaded:**

i. The bidder shall furnish the self-declaration or Certificate from Statutory Auditor for the percentage of Local content as applicable as per the said order (Refer prescribed formats of declaration enclosed as **Annexure-IX**).

ii. It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to BPCL as per the said Policy. The formula for the value addition, certification, penal action etc. shall be as per the said order.

#### **2. Declaration as per ‘Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012’ :**

**MSE Bidders shall be eligible for purchase preference** as per MSE Policy.

All bidders quoting as MSE, should submit a CA certificate issued by a practicing CA on his letter head along with MSE doc. (Udyam Registration) to avail the benefits under Public Procurement Policy for MSEs order 2012. In case the CA certificate is not submitted, bidder shall be considered as Non-MSE bidder and will be treated as bid received without Bid Security Declaration and hence bid will be rejected.

Successful bidder will have to submit hard copy of CA certificate before award of job. The CA certificate should be dated after the date of floating of tender and shall be specific to the tender for which bid is being submitted. Format of the CA certificate is attached in the tender and bidder needs to submit certificate strictly in the said format else bid shall be rejected.

An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

**Udyam registration shall be the only valid document to be considered for extending benefits under MSE policy 2012 to the eligible MSEs.**

Bidders shall be required to comply with the following to avail benefits under MSMED Act 2006:

Upload Self-certified scanned copy of MSE doc. i.e. Udyam Registration along with CA certificate with UDIN mentioned as per format specified in **Annexure-VIII**.

The CA certificate (as per format provided in the tender) should be dated after the date of floating of tender and shall be specific to the tender for which bid is being submitted. UDIN shall be necessarily mentioned on CA Certificate (as per prescribed format).

### **3. Compliance to the Restrictions for Countries which share land border with India:**

Bidder should comply to the Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020 as per **Annexure-VI**.

Bidders not meeting this requirement shall not be eligible to bid / would be dis-qualified.

#### Documents required to be uploaded:

The bidder shall furnish the Undertaking along with the bid in the format provided declaring compliance to the above.

### **4. Service back up facility:**

Bidder shall have service backup facility in India.

#### Documents required:

For Domestic Bidders / Foreign Bidders: Self declaration from the bidder on their company letterhead stating that they have a service back up in India and that the final responsibility for service backup lies with the bidder. Bidder shall also mention/attach the details of service centers along with this declaration.

**GENERAL:**

**1. Hard Copy of Documents:**

During Bid Submission, Bidders have option of providing self-certified copies of certificates / documents related to BQC – Technical & Financial Criteria and MSE certificates, with an undertaking (as per attached format) to submit TPIA verified document within 5 (five) days of notification from BPCL, in case the vendor emerges successful.

In case the successful bidder is not able to submit TPIA Verified original documents, as required, within 5 (five) days of communication after opening of price bid, action / show cause notice for Holiday Listing shall be initiated against such bidder.

Show cause notice for holiday listing to be replied by the bidder within 7 (seven) days of such notification. Subsequently, bidder shall be holiday listed forthwith by Competent Authority without further process.

TPIA must be registered under “NABCB accredited bodies as per requirement of ISO/IEC17020 as Type A” in QCI NABCB website [https://nabcb.qci.org.in/accreditation/reg\\_bod\\_inspection\\_bodies.php](https://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php) as on date of verification of documents. The verification and certification should necessarily include comment "Verified from originals", with name and contact details (contact number and e-mail ID) of the certifying officer, TPIA name with the address of TPIA branch undertaking the certification. TPIA certificate with stamp should be submitted. All charges of the Third party for attestations and verification shall be borne by the Bidders.

**2. UDIN Number:**

Bidder shall ensure that any certificate/ reports issued/ attested by a Practicing-Chartered Accountant and submitted in the bid shall mandatorily include the UDIN Number. Certificate/ reports issued/ attested without UDIN number of practicing chartered accountant in India shall not be considered for evaluation.

**3.** BPCL, at its discretion reserves the right to verify information submitted and inspect the facilities at party's work to confirm their capabilities. BPCL also reserves the right to independently assess the capability and capacity of the bidder for execution of the project.

**XXXXX**

**TECHNO-COMMERCIAL FORM**(To be duly filled, signed and uploaded on bidder's letterhead)

SR. No.	DESCRIPTION	BIDDER DETAILS
1	Name of the Tenderer / Firm / Company	
2	PAN Number	
3	GST Number	
4	HSN Code	
5	% of GST as per HSN code applicable for Materials Supply	
6	SAC Code for any services (If applicable)	
7	% of GST as per HSN/SAC code applicable for supervision of erection and commissioning ( if applicable)	
7A	Please state (Yes/No) if mode of payment through LC for milestone payment of "On Receipt of VRU Components at Site after FAT"	
7B	If Yes in 7A above, please state if confirmed/ unconfirmed LC to be opted.	
8	Status of the Tenderer/ Firm/ Company (Proprietary Firm OR Partnership Firm OR Public/ Private Limited Company)	
9	Address and Contact Details of the Registered Office	
10	Name & address of the Proprietor/ Partners/ Directors with percentage of share holding	
11	If any of the Proprietor/ Partner(s)/ Director(s) of the Firm/ Company participating in this tender, is also a proprietor/ Partner(s)/ Director(s) in any other Firm/ Company (manufacturing unit of Tendered Material), then please provide the following details:	
11-a	Name of Common Proprietor/ Partner/ Director	
11-b	Name of the other Unit	
11-c	Other Unit Address	
12	State whether the Proprietor/ Any of the Partners/ Any of Directors of your Firm/	



SR. No.	DESCRIPTION	BIDDER DETAILS
	Company is related to Any of the Directors of BPCL (Please refer the BPCL website www.bharatpetroleum.in)	
12-a	If YES, state the Name of BPCL Director and Your RELATIONSHIP with Him	
13	State whether the Proprietor/ Any of the Partners/ Any of the Directors of your Firm/ Company is also a Director of BPCL	
13-a	If YES, state the Name/s of such BPCL Director/s	
14	Address and Contact Details of your Plant from where Material is going to be supplied. <b>In case the MSE vendor wishes to supply from their more than one Plants/ Units having MSE Certification, then provide Address and Contact Details of all those Plants/ Units.</b>	
15	Name and Contact Details (Phone, E-Mail Id etc.) of the Contact Person/s	
16	State whether the Tenderer/ Firm/ Company is a Micro or Small Enterprise (MSE). If YES, please provide Supporting Document verified by TPIA.	
16-a	In case the tender is Reserved EXCLUSIVELY for MSE OR the Order is going to be awarded based on MSE Status, then the vendor will have to Offer and Supply the Entire Tendered Quantity from the PLANT having MSE Certification and also to Indemnify BPCL in this regard on a Rs. 100 Stamp Paper verified by TPIA. The Original Indemnity Bond needs to be furnished to BPCL at the time of award of contract.	
16-b	State whether the Tenderer/ Firm/ Company is a Micro or Small Enterprise (MSE) owned by Scheduled Caste (SC) or the Scheduled Tribe (ST) Entrepreneurs. If YES, please provide Supporting Document.	

<b>SR. No.</b>	<b>DESCRIPTION</b>	<b>BIDDER DETAILS</b>
17	Please confirm, if any GST CONCESSION like SEZ is available to the Unit.	
18	Major Vendors for SUPPLY of Input	
19	Manufacturing and Handling Machines available	
20	Kindly mention your Billing address.	
21	The details of upcoming manufacturing unit(s), if any, during the contractual period.	

**TECHNICAL SPECIFICATIONS**

**Technical Specifications are enclosed with this tender (under Bidding forms section).  
Bidders have to download the document, fill/sign and upload the same in the e-tender for technical evaluation.**

**#####**

**COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA**

**Restrictions under Rule 144(xi) of the General Financial Rules, 2017 – Reference OM no. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)**

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(I) Any bidder\* from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Internal Trade (DPIIT) of Govt. of India. (*\* In case of domestic tenders, the term “bidder” shall mean domestic bidders as defined under clause III below*)

(II) “Bidder” (Including the term ‘Tenderer’, ‘Consultant’ or ‘Service Provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

(III) “Bidder from a country which shares a land border with India” means:

- a) An entity incorporated, established or registered in such country; or
- b) A subsidiary of an entity incorporated, established or registered in such country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(IV) “Beneficial owner” for the purpose of para (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation:

- a. "Controlling ownership interest "means ownership of an entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. "Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or through one or more juridical person(s), has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(V)An "Agent" is a person employed to do any act for another, or to represent another in dealings with third person.

(VI)The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**#####**

**The format for Undertaking by the Bidder, is provided on next page.**

**FORMAT**

**for**

**Undertaking with respect to Compliance of Restrictions for Countries which share land border with India – as stipulated by Govt. of India.**

*(On Company Letter Head, to be duly signed by the authorized person)*

Date: \_\_\_\_\_

**TENDER NO.** : .....

**TITLE OF TENDER** : .....

**To,**  
**Bharat Petroleum Corporation Ltd CPO-**  
**M, A-Installation, Sewri Fort Road,**  
**Sewri East Mumbai-400015**

**Dear Sir/Madam,**

**In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020,**

**I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.**

- a. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered\*.**
- b. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered\*.(Applicable for works involving possibility of sub-contracting)**

**I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.**

[\*Where applicable, evidence of a valid registration by the Competent Authority shall be attached]

Name and Signature of the Authorised Signatory

**ANNEXURE-VII**

**PROFORMA OF HOLIDAY LISTING STATUS**

**FORMAT for Declaration of Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/MOPNG**  
**(On Company Letter Head, to be signed by the duly authorized person)**

Date :

Tender Number:

Title of Tender:

To,  
Bharat Petroleum Corporation Ltd

Dear sir,

I/We, declare and confirm that we and our allied agencies are currently not serving any holiday listing orders issued by BPCL or MOPNG debarring us from carrying on business dealing with BPCL/MOPNG or convicted of an offence -

- a. under the Prevention of Corruption Act, 1988: or
- b. The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

**Stamp and Signature of Bidder**

**Bidder Name:**

**Date:**

**Address**

**ANNEXURE-VIII**

**PROFORMA OF DECLARATION/CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC  
PROCUREMENT POLICY FOR MSES**

**CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY**

**(To be uploaded duly signed/stamped on CA's letterhead online in the etender)**

Ref: Tender No..... for.....

This is to confirm that we have verified the investment limits and other details of Unit \_\_\_\_\_ pertaining to M/s \_\_\_\_\_ and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars/amendments issued from time to time in this regard. Accordingly, M/s \_\_\_\_\_ is a Micro/Small enterprise under the said Act and are eligible to claim the benefits of public procurement policy for the tender mentioned above.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the act.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the Act.

**(Membership No. of CA along with certification / stamp )**

**#####**



**ANNEXURE-IX**

**PPP-MII ORDER (PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA)**

The Revised **Public Procurement Preference to Make in India** order dated 16.09.2020 is attached in this NIT document. Bidders who desire for purchase preference shall upload the declaration/certificate for percentage of local content in prescribed format given below along with duly signed calculations in the relevant appendix format given below for necessary qualification/purchase preference as applicable.

**PROFORMA FOR SELF DECLARATION FOR LOCAL CONTENT**

(On Bidder's Letter Head)

**TENDER ENQUIRY NO. ....**

ISSUED BY: Procurement Leader (Group 3), CPO (M), Bharat Petroleum Corporation Limited  
(Procurement Authority)

I/We, the undersigned, .....(full names), do hereby declare, in my / our capacity as .....of ..... (name of bidder entity), the following:

- a) I / We have satisfied myself / ourselves that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid document (refer Annexure no X)
- b) The local content has been calculated using the formula given in the “**Appendix**” contained in the Annexure-X referred above and the provisions as detailed in the PPP-MII Order attached therein.
- c) The Stipulated minimum threshold for Local content for the tendered items i.e. 20% is hereby met and we qualify as **Class I Local Supplier/ Class-II Local Supplier** as defined under clause no. 5 of the PPP-MII Order.
- d) Local content for \_\_\_\_\_ (product name) is certified as \_\_\_\_\_%, as calculated in terms of the PPP-MII Order.

e) Datils of Location (s) where Local Value Addition is made:

Address : \_\_\_\_\_

*Note: If the bid is for more than one product, a schedule of the local content product-wise shall be attached.*

- a) I/ We also declare that Local Content certificate shall be submitted along with each invoice raised by us after the contract has been awarded and we will ensure that the percentage of minimum

local content as per the Class of supplier shall be maintained during all stages of execution of contract.

f) I/ We accept that the Procurement Authority / Institution have the right that the local content be verified in terms of the requirements of the said Policy.

g) I/ We understand that submission of incorrect data, or data that are not verifiable as described in the said order (PPP-MII), may result in the Procurement Authority imposing any or all of the remedies as provided under the Policy.

SIGNATURE OF AUTHORIZED SIGNATORY:

STAMP :

DATE:

**CERTIFICATE BY STATUTORY AUDITOR OF BIDDER**

**TENDER ENQUIRY NO. ....**

We \_\_\_\_\_ (Name of the Statutory Auditor) have verified the above declaration of \_\_\_\_\_ (Name of the bidder) and certify that they meet the stipulated minimum threshold value of 20% Local content for the tendered items and are a Class I Local Supplier/Class-II Local Supplier as defined under clause no. 5 of the PPP-MII Order.

The Local content in the offered Products / Services is .....%

*Note: If the bid is for more than one product, a schedule of the local content product-wise shall be attached.*

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name & Designation:

Seal:

Membership \_\_\_\_\_

*Note: The authorized signatory in this case can be one of the following:*

- i) The proprietor and an independent Chartered Accountant, not being an employee of the bidder's firm, in case of a proprietorship firm.*
- ii) Any one of the partners and an independent Chartered Accountant, not being an employee of the bidder's firm in the case of partnership firm.*
- iii) Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent Chartered Accountant, not being an employee of the bidder's organization.*

**\*This sheet is for reference and not to be submitted with bid**

**APPENDIX**

**CALCULATION OF LOCAL CONTENT – GOODS**

Name of manufacturer	Calculation of manufacturer cost per no unit of product			
Cost component in Rs./US\$	Cost (Domestic component)	Cost (Imported component)	Cost Total	% Domestic Component
	A	B	C = A+B	D = A/ C
I. Direct material cost				
II. Direct Labour cost				
III. Factory Overhead				
IV. Total Production cost				

Note:

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV C)} - \text{Total imported component cost (IV B)}}{\text{Total Cost (IV.C)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total Domestic component cost (IV A)}}{\text{Total Cost (IV C)}} \times 100$$

**Note : Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation**

XXXXXXXXXX

**\*This sheet is for reference and not to be submitted with bid**

**CALCULATION OF LOCAL CONTENT – SERVICE**

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE					
COST SUMMARY					
Cost component in Rs./US\$	Cost (Domestic component)	Cost (Imported component)	Cost Total	Local Content	
	B	C	D = B+D	%	Rs./US\$
				E = B/ D	F=DxE
I. Material used cost					
II. Personnel & Consultant cost					
III. Other services cost					
IV. Total cost (I to III)					
TAXES AND DUTIES					
TOTAL QUOTED PRICE					

Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A.IV D)} - \text{Total imported component cost (A.IV.C)}}{\text{Total Cost (A.IV.D)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total Domestic component cost (A.IV.B)}}{\text{Total Cost (A.IV.D)}} \times 100$$

**Note : Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation**

XXXXXXXXXX

**\*This sheet is for reference and not to be submitted with bid**

**CALCULATION OF LOCAL CONTENT – EPC (GOODS AND SERVICE)**

A	NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE	COST SUMMARY				
		Cost (Domestic component) B	Cost (Imported component) C	Cost Total D = B+D	Local Content	
Cost component in Rs./US\$	%				Rs./US\$	
					E = B/ D	F=DxE
I.	GOODS					
1.	Material used cost					
2.	Equipment cost					
3.	Sub Total I					
II.	SERVICES					
1.	Personnel & Consultant cost					
2.	Equipment & Work facility cost					
3.	Construction/Fabrication cost					
4.	Sub Total II					
5.	TOTAL COST OF GOODS + SERVICES					
B.	Non Cost Component					
C.	TOTAL QUOTED PRICE					

Note:

$$\% \text{ LC Combination} = \frac{\text{Total domestic component cost of goods (A.I.3.B)} + \text{Total domestic component cost of service (A.II.5.B)}}{\text{Total Cost (A.III.D)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total Domestic component cost (A.IV.B)}}{\text{Total Cost (A.IV.D)}} \times 100$$

**Note : Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation**

XXXXXXXXXX

1000406177/ 12565-2023

**ANNEXURE-X**

**INTEGRITY PACT**

**Integrity Pact signed by BPCL is enclosed with in this NIT document.  
Bidders have to download the document, fill/sign and upload the same in the e-tender**

**#####**



**SOCIAL MEDIA POLICY FOR BUSINESS PARTNERS**

**Social Media Policy for Business Partners is enclosed with this NIT document.  
Bidders have to download the document, fill/sign and upload the same in the e-tender.**

**#####**

**PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA****Clause: Planning and Designing in purview of Vulnerability Atlas of India**

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT – wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website [www.bmtpc.org](http://www.bmtpc.org).

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max. surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation

1000406177/ 12565-2023

**ANNEXURE-XIII**

**Undertaking for TPIA Verified Documents is enclosed with this tender.  
Bidders have to download the document, fill/sign and upload the same in the e-tender.**

**XXXXXX**