

**Tender for Selection of Payment gateway/payment aggregator services Provider for
Digital payments at BPCL**

Bharat Petroleum Corporation Limited

Tender / CRFQ No: 85389 / 1000371347 dated 02.07.2021



**Bharat Petroleum Corporation Limited
Corporate Strategy & Business Development
Bharat Bhavan III, Walchand Hirachand Marg,
Ballard Estate – Mumbai 400 001**

Date of Submission: 09.07.2021 @ 14:00 Hrs

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Notice Inviting Tender

- 1) Bharat Petroleum Corporation Limited (hereafter referred to as "BPCL") is a Fortune 500 corporate and a vertically integrated Maharatna energy company in India. The company has a strong network of about 15,000 retail outlets spread across India with a market share of more than 25%. It has four Refineries (of which two are in Joint Venture), over 100 terminal installations and depots, 50 LPG bottling plants, 4000+ LPG distributors and 37 aviation stations.
- 2) BPCL has launched a project named "Anubhav" with the objective of driving digital transformation across its marketing department and is planning to launch multiple initiatives to enhance customer engagement and experience, leverage analytics to drive decisions and enhance reporting
- 3) Tender / CRFQ No: 83888 / 1000368983 dated 15.05.2021 was floated. This tender has been cancelled and the new tender vide CRFQ: 85389 / 1000371347 dated 02.07.2021 is being floated. Bidders who have participated in tender 1000368983 dated 15.05.2021 are permitted to upload the same certificates in the current tender CRFQ: 85389 / 1000371347 dated 02.07.2021 if the bidder chooses to.
- 4) Proposal is invited from Bidders for providing payment gateway/payment aggregator services as listed in the Scope of Work (Annexure 2), for Bharat Petroleum Corporation Limited for a period of 2 years with an option of extending the same for additional 2 year period.
- 5) Please visit the website <https://bpcleproc.in> for participating in this tender process and submitting your bids/documents online against E Tender no: 85389
- 6) **BID SECURITY:** NA. Bidders have to give a declaration as per **Annexure 8**
- 7) **INTEGRITY PACT (IP):** IP is a pact between BPCL (as a purchaser) on one hand and the Bidder on the other hand stating that the two parties are committed to each other in regard to ensuring transparency and fair dealings in this procurement activity. Bidders shall have to mandatorily sign this pact, for participating in this tender, as per the pro-forma given at **Annexure 5**. The salient features of this pact are:
 - a. Pro-forma of Integrity Pact shall be uploaded by the Bidders along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP Document duly signed along with the bid documents by the bid submission deadline (given on page 1) shall result in the bid not being considered for further evaluation.
 - b. If the Bidder 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 the Bidder, liquidated damages amount by forfeiting the EMD/Bid security as per provisions of the Integrity Pact.
 - c. 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 the Bidder, Liquidated Damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee/ Supply and Performance Guarantee as per provisions of the Integrity Pact.
- 8) For any queries / clarification on Tender Technical Specifications / Commercial points and other terms and conditions of the tender, please contact

Name of the Procuring Officer (PO)	Ankur Rustgi (Team Member – Corporate Strategy)
Email ID	ankurrustgi@bharatpetroleum.in
Office Address	Bharat Petroleum Corporation Ltd, 4&6 Currimbhoy Road, Ballard Estate, Mumbai 400001
Contact No.	+91 77427 73333

Name of the Procuring Head	Amit Kumar, Team Lead – Vendor Management, Corporate Strategy
Email ID	kumaram@bharatpetroleum.in
Office Address	Bharat Petroleum Corporation Ltd, 4&6 Currimbhoy Road, Ballard Estate, Mumbai 400001

Contact No.	+91 9051224446
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- 9) Only in case of any complaints regarding the Tender / Tender Conditions, please contact the following Independent External Monitors (IEM)

Name	Shri. Vikram Srivastava	Shri. Virendra Bahadur Singh	Shri. Sudhir Chowdhary
Email ID	vikramsrivastava1973@gmail.com	vbsinghips@gmail.com	Sudhirchowdhary38@yahoo.com
Address	E-202, Second Floor , Greater Kailash Part 2, New Delhi – 110048	H.No. B-5/64, Vineet Khand, Gomati Nagar, Lucknow – 226010	Flat No 203, Adarsh CGHS Ltd, Plot No 67, Sector – 55, Gurugram
Contact No.	09810642323	8853760730	9416045656

- 10) **STRUCTURE OF THE TENDER:** The tender is proposed to be a THREE part bid system comprising of Techno-commercial qualification Criteria (TQC), Quality Bid and Price Bid. Based on the responses to Techno-Commercial criterion, bidders will be shortlisted for Quality Bid evaluation as well as Price Bid Evaluation. Please visit the website <https://bpcleproc.in> for online participation in this tender and submitting bid. The E-Tender consists of the following annexures. Bidders are requested to carefully study the same to ensure that their bids are complete in all respects:

Sl. No.	Document Type	Annexure
1	Bid Evaluation	Annexure 1
2	Terms of Reference	Annexure 2
3	Terms and Conditions of the Contract	Annexure 3
4	Instruction to Bidders	Annexure 4
5	Pro-forma for Integrity Pact (IP)	Annexure 5
6	Pro-forma for Non-Disclosure Agreement (NDA)	Annexure 6
7	Response for BQC Criteria 2, Proven Track Record	Annexure 7
8	Declaration for Bid Security	Annexure 8

- 11) **BID SUBMISSION:** The Bidders are requested to refer **Annexure 4** for Bidding Process for E-Tender and may also consult our service provider M/s. E-Procurement Technologies Ltd. (ETL). Bidders have to necessarily log on to our site <https://bpcleproc.in> and search for the Tender/ System Id (given on Page-1) for participation and submitting the E-Bid. Your online bid should be submitted on or before the due date of this tender.
- 12) **LAST DATE FOR BID SUBMISSION:** Your bid should be submitted online on or before the **Due Date** i.e. **9th July 2021, 14:00** hours IST. Bids/Offer shall not be permitted in E-Tender System after the tender due date/time. Hence, no bid can be submitted after the due date and time of submission has elapsed. 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 submission. **No manual bids/offers along with electronic bids/offers shall be permitted. Bids not in the prescribed format, are liable to be rejected.**
- 13) **DIGITAL SIGNATURE:** The tender documents along with Annexure thereto and Price Bids shall be required to be digitally signed with a **Class II B** or above digital signature by the authorized signatory. The authorized signatory shall be:
- Proprietor in case of proprietary concern.
 - Authorized partner in case of partnership firm.
 - Director, in case of a Limited Company, duly authorized by its Board of Directors to sign.

If for any reason, the proprietor or the authorized partner or director as the case may be, is 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 and a scanned copy of such authority letter and also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the tender. **Online submission of the tender under the Digital Signature of the**

authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions of this tender.

- 14) Bidders, on the Black/Holiday List of BPCL/MoP&NG/Oil PSE shall not be considered. Additionally bidders who offer Platforms and Other Solutions in this tender of such Black / Holiday listed parties shall also not be considered. BPCL reserves the right to accept or reject any or all the Offers at their sole discretion without assigning any reason whatsoever. BPCL's decision on any matter shall be final and any Bidder shall not enter into correspondence with BPCL unless asked for. BPCL may call for additional documents if required. BPCL would also consider information already available with them regarding Bidder's credentials.
- 15) SUPPORT DESK: In case of any clarification pertaining to E-Procurement Process, the Bidder may contact ETL on Contact Numbers and E-Mail Ids, as appended below.

All India

Phone	+91 79 4001 6868,
Email	support@bpclproc.in

Thanking you,

Yours faithfully,

For Bharat Petroleum Corporation Ltd.

Amit Kumar
Team Lead – Vendor Management

Annexure 1: Bid Evaluation

1.1 Bid Evaluation Methodology

It is a TWO-PART-BID E-Tender constituting of:

- a. Techno-Commercial Bid
- b. Price Bid

Bid Qualification Criterion and Technical Requirement as specified in Section 1.2 below, shall form part of the Techno-Commercial Bid of the tender.

Price bid of only those bidders qualifying the techno-commercial evaluation shall be opened. The corporation may decide, at its sole discretion to distribute the quantities amongst the technically and commercially acceptable vendors. In such situation the following distribution pattern will be adhered to:

- a) Where the quantity/job is distributed among 3 vendors, the percentage allocation among them would be L1:70%, L2: 20%, L3:10% and
- b) Where the quantity/job is distributed among 2 vendors, the percentage allocation among them would be L1:80%, L2: 20%.

The total value of the contract shall be determined as per the above however as customers would choose the PG/PA platform from where to initiate their payments, the actual usage shall be driven by the customer's choice within the overall value of the contract.

No Consortium bid is permitted in the tender. The Bidder may sublet or assign part of the work to another party however the full and entire responsibility will remain to the Bidder under this Agreement. The credentials to qualify the Bid Qualification Criteria must solely be of the bidder wanting to participate in the tender.

1.2 Bid Qualification Criteria (BQC)

Only bidders meeting all the following BQC shall be considered for further evaluation.

Sr. No	Area	Criteria	Documents to be submitted
1.	Financial Capability	I. The bidder should have achieved a Minimum Average Annual Financial Turnover of Rs. 15 Cr per annum as per the Audited Financial Statements (including Balance sheet and Profit and Loss Account), during the last three consecutive accounting years	Bidder to submit/ upload following documents in support of their claim: Audited Balance Sheets and Profit & Loss accounts of the bidder for the previously available three consecutive accounting years prior to the due date of bid submission (English language only).
2.	Proven Track Record (option A)	The bidder should have similar work experience of providing PG/PA services in the last 3 years with <ul style="list-style-type: none"> • 1 Job with annual contract value of 4.4 Cr Or • 2 jobs with annual contract value of 2.75 Cr each Or 	Annexure 8 duly verified and certified by TPIA which is registered under "NABCB accredited bodies as per requirement of ISO/IEC17020 as Type A" in QCI NABCB website http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php as on date of verification of documents. All charges of the Third party for attestations and verification shall be borne by the bidder.

		<ul style="list-style-type: none"> 3 Jobs of annual contract value of 2.2 Cr each <p>Annual contract value is the total of charges received from customer & the company towards PG/PA charges by the bidder</p>	Please note this is a mandatory certificate and there shall be no relaxation on this. Bidder is free to choose any of the accredited TPIA
3.	Certification	The bidder should be certified for both PCI DSS (Payment Card Industry Data Security Standard)	Copy of Certifications

Successful bidder is required to obtain the required authorization from RBI as per RBI guidelines as and when applicable.

1.2.1 Technical Qualification

The Bidder must propose a solution that fully complies with the below minimum requirements.

Minimum Requirements for the Payments Gateway Solution:

Sr. No	Solution Capabilities	Compliance (Yes/No)
1.	<p>The bidder through their or their aggregator's solution must provide the functionality to initiate the payments using the following payment methods:</p> <ul style="list-style-type: none"> Net Banking Debit Cards (VISA, Master Card, RuPay) Credit Cards (VISA, Master Card, RuPay, AMEX, Diners, Discover) Payment Wallets / Cash Cards / Pre-Paid Instruments UPI (Intent Flow / Collect Flow) (BHIM, GPay, PhonePe, WhatsApp Pay, etc) Bharat QR 	
2.	<p>The solution must have the ability to define the MDR / surcharges based on business unit, product type, methods of payments, and network and MCC – Merchant category code</p> <p>(Please note that this is a combined RFP for the 6 business units (BU) under BPCL and each of the BU may sell different types of products and services (For e.g. Loading money/Recharging into BPCL's closed loop wallet different from Lubricants etc). Additionally the MDR/Surcharge will also vary based on other factors including but not limited to method of payment(Credit card, debit card. NetBanking etc.) , card network (RuPay vs MasterCard/Visa, etc.). Hence the provider needs to be able to account for the right configuration to accommodate these combination of factors.)</p>	
3.	The solution must have the ability to collect payments via generating a payment link	
4.	The solution must have the ability to validate and control the bank account used for making the payments where payments must be made by the customers only from those bank accounts which are registered with BPCL. this is TPV	
5.	The solution must have the functionality to enable customers to save their payment option details securely to facilitate faster checkout. There should not be any restriction on the number of payment instruments that can be saved	

	<ul style="list-style-type: none"> Ability to save credit/ debit card details so that only CVV / 3-D secure password is required for next transactions Ability to save UPI VPA Ability to the link wallet / PSP 	
6.	The solution must provide a portal for admin and back-office activities (such as transaction, settlement, refund requests, monitoring, and service queries) supported both on desktop and mobile.	
7.	The bidder must ensure that all the domestic payments are settled in T+1 working days	
8.	The solution must offer SSL (Secure Socket Layers) for the transaction security and use at least 128bit SSL/TLS certification for data encryption and tokenization	

Note to Bidder:

- For the purpose of evaluation, BPCL reserves the right to verify information submitted and/or inspect the facilities implemented by the Bidder, and/or request the Bidder to submit additional documents/information/clarification as and when required
- BPCL also reserves the right to independently assess the capability and capacity of the Bidder for the execution of the project.
- BPCL's decision on any matter regarding the evaluation of the Bidders shall be final.

1.3 Price Bid Evaluation

Price Bid Template:

Sr. No	Particulars	Quantity	Unit of Measure	Unit Rate	Applicable GST %	Unit Rate incl. of GST	Total Amount (In Rs.)
		(a)		(b)	(c)	(d) = (b*(1+c))	(e) = (a)*(d)
	MCC Code: Utility 4900						
1	Net Banking	6,50,000	INR per transaction				
2	Credit Card (Visa, Master)	72,20,00,000	% of the transaction value				
3	Credit Card (Amex, Diner, Discover)	3,80,00,000	% of the transaction value				
4	Debit Card (<=2000) (Visa/Mastercard)	10,20,000	INR per transaction				
5	Debit Card (>2000) (Visa/Mastercard)	1,00,000	INR per transaction				

6	Wallets / Pre-Paid Instruments	3,80,00,000	% of the transaction value				
	MCC Code: Fuel Services 5541						
7	Net Banking	4,10,000	INR per transaction				
8	Credit Card (Visa, Master, RuPay)	5,20,00,00,000	% of the transaction value				
9	Credit Card (Amex, Diner, Discover)	28,00,00,000	% of the transaction value				
10	Debit Card (<=2000) (Visa/Mastercard)	1,20,000	INR per transaction				
11	Debit Card (>2000) (Visa/Mastercard)	6,30,000	INR per transaction				

Note to Bidder:

1. Prices/rates should be quoted strictly as per the above format and in no other manner.
2. Debit Card (RuPay and UPI) as per Gol directive are to be provided with Zero MDR or Surcharge. Bidder shall not charge for Rupay Debit card payments and UPI payments. In case government guideline are revised at a future date, the commercials towards that would then be discussed separately at that point of time.
3. For line items 1 to 13, the sum total of bidders quote for item 1 to 13 shall be considered to evaluate the bidders position (L1,L2, etc)
4. Implementation charges or annual maintenance charges (if any) should be factored in the per-transaction price.
5. The prices quoted above are for total price calculation purposes only. Payment would be done on an actual basis.
6. The quoted rates shall include the costs of any software/tools/installation charges/support and maintenance services etc. that the Bidder may require to deliver the scope of work as defined in Annexure 2.
7. Cost of on-going software maintenance / updates / patches / bug fixes / enhancements shall be borne by Bidder.
8. All prices are mandatory to be quoted else Bid is liable to be rejected.
9. for all items where the UOM is per transactions, the quantities refer to total count of transactions and for where the UOM is % of transaction, their the quantities are the cumulative value of the transaction. All numbers are estimates for a period of 2 years

List of Abbreviations and Acronyms

No.	Acronym	Full Form
1.	AVS	Address Verification Service
2.	BHIM	Bharat Interface for Money
3.	CEP	Customer Engagement Platform
4.	CVV	Card Verification Value
5.	HTTP	Hypertext Transfer Protocol
6.	IMPS	Immediate Payment Service
7.	IVR	Interactive Voice Response
8.	JSON	Java Script Object Notation
9.	MDR	Merchant Discount Rate
10.	NEFT	National Electronic Fund Transfer
11.	OTP	One Time Password
12.	PCIDSS	Payment Card Industry Data Security Standard
13.	PSP	Payment Service Provider
14.	RTGS	Real Time Gross Settlement System
15.	SLL	Secure Sockets Layer
16.	SMS	Short Message Service
17.	SDK	Software Development Kit
18.	UPI	Unified Payment Interface
19.	VPA	Virtual Payment Address
20.	XML	Extensible Mark-up Language
21.	NPCI	National Payments Corporation of India
22.	RBI	Reserve Bank of India

2.1 Functional Requirements

As part of Project Anubhav, BPCL is implementing a Customer Engagement Platform (CEP). CEP will serve as the only digital interface for BPCL's end customers, both on mobile and on the web version. Hence, the online payments gateway solution will have to integrate with CEP for providing online payment services to BPCL's end customers.

The solution proposed by the Bidder should meet the following functional requirements (but not limited to):

2.1.1 Payments Initiation

1. The solution must have the ability to integrate with the BPCL customer portal (CEP) and provide customers the ability to initiate payments from the CEP
2. The solution must provide the functionality to initiate the payments using the following payment methods (but not restricted to):
 - a. Net Banking (both Corporate and Retail account)
 - b. Debit Cards (VISA, Master Card, RuPay, and any other debit card as would be approved by RBI from time to time)
 - c. Credit Cards (VISA, Master Card, RuPay, AMEX, Diners, Discover, and any other credit card as would be approved by RBI from time to time). Corporate Credit Cards are excluded.
 - d. Payment Wallets/ Cash Cards/ Pre-Paid Instruments (Google Pay, PhonePe, WhatsApp Pay, Amazon Pay, PayTM, etc.)
 - e. UPI (Intent Flow/ Collect Flow) (BHIM, GPay, PhonePe, WhatsApp Pay, etc.)
 - f. Bharat QR
3. The solution should also support additional payment methods:
 - a. EMI (Credit Card EMI / Debit Card EMI / Cardless EMI)
 - b. Buy Now Pay Later: BPCL Products, Specifically LPG and Fuel. The process would be Buy now but payment would be later. This will be achieved through potential partners in the future
 - c. RTGS / NEFT / IMPS
 - d. Subscription / Recurring Payments (UPI Auto pay / Credit Card / Debit Card / Wallet/ e-Nach/ E-Mandate)
4. The solution must have the ability to configure applicable payment methods for business units/ MID / MCC. Hence customer of a specific business unit will only see the applicable payment method while making the payments. Please note that BPCL serves a customer spectrum across B2C-B2C Commercial- B2B. Hence BPCL would need the flexibility to configure which modes of payment are visible for each type of customer.
5. The solution should have the ability to provide an automated reload of the wallet for customers on the CEP portal when the wallet balance goes below a certain threshold limit through recurring payments on cards, Net banking & UPI. This refers to reload of BPCL CUG wallet.
6. The solution must have the ability to support the entire payment lifecycle once the payment is initiated by the customer. Following payment stages must be supported by the solution:
 - a. Created
 - b. Authorized
 - c. Captured
 - d. Refunded
 - e. Failed

7. The solution must provide webhooks to allow BPCL to get notified when payments move to the Authorized state. Webhooks should send a notification when the payments move to the Success state
8. The solution must provide the flexibility to define the MDR / surcharges based on business unit, product type, methods of payments, network, and MCC – Merchant category code
9. The solution must provide the flexibility to define whether the MDR will be paid by BPCL or the end customer. The solution must have the ability to display the charges only for those payment methods where it needs to be borne by the customers
10. The solution must display the details of charges along with applicable taxes for the selected payment methods so that customer can review the charges while initiating the payments
11. The solution must provide an active message to the customer indicating that the transaction has been either accepted or rejected along with the appropriate details such as transaction id, transaction details (including transaction amount) and reason for rejection, etc.
12. The solution must have the ability to redirect the customer back to the BPCL customer portal and display the success and failure messages along with the appropriate details such as transaction id, transaction details and reason for rejection, etc.
13. No Fail-to-Success Cases: In the event of late authorization, the solution should wait for authorization from the bank till the pre-defined period (No. of hours/ days should be configurable as per BPCL's input) and fail the transaction post that. Any transactions not confirmed by the acquirer bank i.e. other than success status to be failed and settled to customers directly by the payment gateway/payment aggregator services provider.
14. In case the customer's transaction is failed, the solution must allow the customer to retry the transaction with the same payment mode or try out a different payment mode. The solution must provide the option to the customer to return to the payment options page and change the payment mode.
15. In the scenario where the transaction is charged on the bank page but while redirecting to payment gateway it drops due a) session time out b) connectivity issue c) customer closes browser on bank page, the solution must provide the functionality to reverse the transaction automatically
16. The solution must have an intelligent routing mechanism for detecting downtimes, scheduled maintenance, excessive load on Bank's payment gateway, and route the transaction accordingly to ensure the highest success rate.
- 17.
18. The solution must have the mechanism of receiving and displaying real-time updates of bank servers experiencing downtime or fluctuations, scheduled downtime, and recovery status as intimated by the banks.
19. The solution must have the ability to allow BPCL to create offers and cashback. The solution must have flexibility to run offers across all payment methods or specific banks, customers, business units, card networks, and wallets

2.1.2 Collect payments via payments link

1. To handle the scenarios such as booking made through missed-call/ IVR/ SMS, etc., the solution must provide the functionality to create the payments link and send the same to the customer to collect the payments against the service request.
2. The solution must allow the generation of payments link and must have the ability to share the link via channels such as email, SMS, Chatbot, and WhatsApp, etc.
3. The customer should be presented with all the payments method specified in section 2.1.1 to make the payments.
4. The solution must have the ability to Integrate payment links with Chatbots for a seamless customer experience on the CEP portal.

2.1.3 Whitelisting source of funds

1. The solution must have the ability to validate and control the bank account used for making the payments, where payments must be made by the customers only from those bank accounts which are registered with BPCL.
2. The registered bank accounts will reflect on the CEP portal and the customer would be able to select the account and then get directed to the payment gateway page. If the customer enters details of any account other than selected, the system must fail the transaction and the customer would not be able to proceed with the transaction.
3. The system must provide the whitelisting functionality for net banking and UPI payment method.

2.1.4 User Experience

1. The solution must have the ability to capture details for each payment method. Below mentioned payment details (not limited to) need to be captured:
 - a. Card details – Number, Expiry Date, CVV, Name on Card
 - b. Net banking – Bank selection
 - c. UPI – PSP selection / Virtual Payment Address
 - d. Wallet – Wallet selection
2. The solution must have the ability to perform field level validations (including syntactic/ semantic validations) on all the inputs provided by the customer for payment details.
3. The solution should have the functionality to configure any custom validations required on the fields of payment details.
4. The solution should have the ability to capture details and accept payments on the BPCL customer portal (CEP); as an overlay, without being redirected to the payment gateway page and without BPCL CEP Pages being PCI DSS certified. The PG page should be overlaid on the CEP page at the time of payment as pop up.
5. The solution must have the ability to auto-detect the card network when the customer inputs the card details and display the logo accordingly.
6. The solution must have the ability to display the logo of different wallet, PSP, banks, etc. on the payment screen.
7. The solution must have the functionality to enable customers to save their payment options details securely to facilitate faster checkout. There should not be any restriction on the number of payment instruments that can be saved
 - a. Ability to save credit/ debit card details so that only CVV/ 3-D secure password is required for next transactions
 - b. Ability to save UPI VPA
 - c. Ability to the link wallet / PSP
8. The solution must have the ability to fetch and display the balance of the linked wallets to the customer on the payments page.
9. The solution must provide the functionality to auto-read the OTP from the user's SMS and auto-fill the OTP on the CEP portal app on mobile.
10. The solution must have the ability to show the most used payment option to the customer and suggest them the best payment method by evaluating all the options for the high success rate.
11. The solution must provide the functionality to customize the look and feel of the payment gateway page. The solution must allow to upload BPCL logo and modify the color scheme to create a BPCL branded page and provide seamless customer experience.
12. The solution must provide the functionality to add transaction description during payments and pass the same with each payment transaction. .

13. The solution must have the ability to tag the method of payments against every transaction.

2.1.5 Back office/ admin portal

1. The solution must provide a portal for admin and back-office activities (such as transaction, settlement, refund requests, monitoring, and service queries) supported both on desktop and mobile. The portal must provide a rich dashboard equipped with analytics and real-time charts.
2. The solution must provide real-time analytics providing below functionalities (not limited to):
 - a. Transaction Summary (Based on parameters such as transaction status, payment method, time period)
 - b. Detailed statistics around payments, refunds, disputes, and settlements
3. The solution must provide the ability to perform a search on payments details, status, etc. based on various filter criteria and free text search.
4. The solution must provide the ability to customize the charts and analytics dashboards.
5. The solution must also provide alerts or notifications on recent activities such as disputes, settlement hold, etc. which might require action. Auto-generation and trigger of the exception reports in emails to the BPCL team.
6. The solution must provide the ability to generate customized MIS and the following reports (not limited to):
 - a. Transaction summary - Details of transactions (payments, refunds, adjustments, and transfers) and settlements
 - b. Failed transactions along with reasons of failure
 - c. Payments summary
 - d. Settlement and reconciliation
 - e. Disputes and chargebacks
 - f. Refunds
 - g. Pending transactions (user aborted, user canceled, only initiated, etc.)
 - h. MDR detail and collection through various channels
7. The solution must provide MIS reports showing payments business unit wise, financial instrument wise and period wise for monitoring, reconciliation, and record maintenance.
8. The solution must provide the data which can either be downloaded as a PDF, CSV, XLS, or XLSX file or sent as email notifications to the required recipients.
9. The solution should have the ability to generate various reports as per regulators / statutory requirements.
10. The solution must provide the ability to create unique access and views for different team members based on roles.
11. PG/PA Service provider must provide data on Success / Failed / Deemed Success status of the transaction details along with error codes in line with NPCI codes.

2.1.6 Reconciliation

1. The Bidder should be responsible for the daily reconciliation of the payment gateway transactions
2. Reconciliation should be comprehensive to handle interchange, settlement, chargebacks, etc.
3. The solution must provide files of the required format compatible with the BPCL reconciliation system
4. The solution must have the ability to provide daily reports as per the specific requirements and the ability to upload them on SFTP server/ URL as required by BPCL for auto-reconciliation activities

5. The solution must provide an automatic reconciliation mechanism to reconcile the sales reports and funds received on the bank account with the payment gateway transactions. The exceptions should be highlighted and presented in a report to the BPCL team for further investigation.
6. No transactions should be in pending status after T+1. Any transactions pending status after T+1, PG/PA service provider should take action to refund amount to Customer account immediately.

2.1.7 Settlement

1. The bidder must ensure that all the domestic payments are settled in T+1 Business working days. The payment has to be credited in BPCL's account within 24 hours of settlement
2. The bidder must ensure all the money collected through the online payment gateway are to be directly credited automatically to the designated destination account of BPCL.
3. **The bidder must provide separate billing of MDR charges, instead of the net settlement. Successful bidder to submit invoices for MDR on a monthly basis and BPCL shall process the invoices within 30 days of submission of invoice. Please note that there are use cases where the MDR is charged separately to the customer. In all such cases, bidder may give the net payout to BPCL. In other cases, Gross Payouts are required. Currently in Retail business, Gross Payouts will be required in case of debit card transactions only (approx. 28% by value) and in LPG Business, it will be for wallets, debit cards and netbanking (approx. 52% by value). Kindly note that this is as per current data and this does not indicate customer behavior in the future. BPCL is at liberty to modify the modes for gross payout at any point of time without any change in the commercials finalized with the successful bidder after the award of job.**
4. For a certain category of transactions, as defined by BPCL, the MDR charges shall be borne by customers. For these transactions, successful bidder shall debit the MDR charges at the time of settlement and shall credit net settlement amount to BPCL.
5. There shall be no cap on the destination accounts where the funds need to be settled.
6. All settlements of monies collected online will be as per applicable RBI guidelines in this regard. The selected bidder would be solely responsible for the implementation of all guidelines issued from time to time from RBI for various e-payment/ remittance services.
7. The solution must have the ability to provide settlement status via email / SMS notification customized reports and via the dashboard on the back-office/ admin portal. The notification should be provided for successful settlement, failed settlement, and any settlement put on hold along with the details of the settlement amount, breakdown of fees and taxes, reasons for failure, and reason of hold on settlement.
8. The solution must have the ability to provide a separate settlement for each business unit (TID/ MID to be created at the business unit level).

2.1.8 Refunds

1. The solution must have the ability to process the refund automatically when a customer cancels the order on CEP and CEP requests a refund of the payments post-authorization of cancellation.
2. The solution must provide the refunds back to the original payment method used in making the payment. Please note this is refund and not credit note.
3. The solution must have the ability to notify the customer via email/ SMS of the below events:
 - a. Refund Initiated
 - b. Refund accepted and processed
4. The bidder must not charge any fees for processing the refunds.
5. The solution must provide the functionality of initiating a manual refund for a payment from the back office/ admin portal. The solution must support either a full or partial refund of the payment. The solution must provide an option of configuring an approval workflow for the refunds initiated manually.

6. The solution should facilitate the BPCL to upload refunds /reversal files online and facilitate reconciliation mechanisms.
7. The solution must have the ability to provide refund status via email / SMS notification and via the dashboard on the back office/ admin portal.
8. The bidder must stage the refund with Acquiring bank within a maximum of 24 hours.
9. The solution must have the ability to publish Acquirer Reference Number (ARN) for the refund within 4 days time.

2.1.9 Disputes and Chargebacks

1. The solution must have the ability to handle disputes and chargeback in case customer or issuing bank questions the validity of the payments.
2. The solution must notify the disputes via email and on the back-office/ admin portal with transaction details and reason for dispute.
3. The solution must provide the functionality where a dispute can be accepted, and the solution must initiate an automatic refund of the amount.
4. The solution must provide the functionality for contesting the dispute by submitting the required documents to prove the correctness of the transaction.
5. The bidder must have a robust process to resolve disputes/chargebacks and should represent the disputes once all the required document is shared.
6. The bidder should provide a dedicated team to manage chargeback queries from all banks for all merchants.
7. The solution must ensure that chargeback is updated online in the system and refund processing should be blocked once a chargeback is received on a transaction.
8. The solution must provide online viewing and upload option for the chargeback cases.
9. The solution must have the ability to generate daily reminder for active chargeback cases and sent through e-mail.
10. The chargeback mechanism must adhere to the rules and regulations of the respective card associations (VISA, MasterCard, RuPay, etc.).

2.1.10 Risk and Fraud Monitoring

1. The solution must have following real time risk and fraud monitoring capabilities (not limited to):
 - a. Real-time transaction monitoring through an automated rule engine.
 - b. Capability to configure various rules such as velocity checks, no. of transactions, per day limit, volume, blacklist controls.
 - c. Capability to hold the suspicious payments.
 - d. Capability to deploy various fraud detection mechanisms such as Card Verification Value (CVV), Device Identification, Payer authentication (3-D secure), block list support, etc.
 - e. Capability in the creation of rules and implementing the same with minimum false positive ratios.
 - f. Alert backend management team with 24*7 presences.
 - g. Expertise in the identification of changes in market trends, merchant Behavior patterns.

2.2 Non-functional Requirements

The solution proposed by the Bidder should meet the following non-functional requirements (but not limited to):

S. No	Area	Non-Functional Requirement
1.	Performance	The solution must have below performance metrics for transaction processing: <ul style="list-style-type: none"> • Minimum 90% of successful responses for all transaction requests for Card payments • Minimum 85% of successful responses for all transaction requests for all Net banking payments • Minimum 85% of successful responses for all transaction requests for all UPI payments
2.	Performance	The solution should have below average response time <ul style="list-style-type: none"> • Average < 3000 ms • 95% < 8000 ms • 99% < 15000 ms (Average response time is measured as the time between an API call to the payment gateway and receiving a response)
3.	Performance	The solution should have a throughput of 500 Payments Per second (2000 Transactions per second)
4.	Performance	The solution should be scalable for cards, up to 800 payments per second. In the case of net banking or UPI (provided we get only net banking and UPI requests), the solution should scale up to 1400 payments per second
5.	Performance	The solution should maintain an uptime of 99.9% monthly for the platform only, provided, however, the issues or concerns pertaining to any third-party server, issuing banks, card networks, etc. shall not be included in the uptime commitment
6.	Integration	The solution must integrate with BPCL's customer engagement portal via APIs irrespective of the form factor (Web/mobile)
7.	Integration	The solution must support following SDK integration <ul style="list-style-type: none"> • Java Script for web • React-Native • Native iOS and Android • Server to Server on real -time basis with dynamic and customizable response APIs
8.	Integration	The solution must provide the functionality of redirection of end-users from the BPCL customer portal (CEP) to the payment gateway and vice versa to facilitate the online payments. The solution must provide the redirection over a secure encrypted channel by a two-step process: <ol style="list-style-type: none"> a. Creation of a redirection string b. Redirecting the end-users to the payment gateway page and then back to the BPCL customer portal Currently there are over 10000 daily transactions. These are expected to increase going forward
9.	Integration	The solution must support an API response time of 500 milliseconds or less
10.	Integration	Solution APIs must support variable payload message patterns such as multi-part MIME messaging for REST APIs
11.	Integration	REST services should leverage standard serialization such as JSON

S. No	Area	Non-Functional Requirement
12.	Integration	The solution must not leverage any proprietary message formats or integration mechanism
13.	Integration	The solution must expose all the features via REST APIs
14.	Integration	The solution must support both desktop web integration and mobile application (Android / iOS / mobile web) integration
15.	Integration	The solution should interface with Visa/MasterCard/NPCI or any other interchange as desired by BPCL and have a direct interface to the Bank's debit/credit card host without any additional cost to the BPCL
16.	System Availability	The solution should be configured in high availability mode and should have a fully functional DR site. The solution (all production instances) must support an availability target > 99.9% per year including all internal and external business services
17.	System Availability	Scheduled maintenance/ system upgrades will be planned and carried out only during specified time-periods and schedule published at least 1 week in advance
18.	System Availability	The solution must communicate system failures to an application owner with meaningful messages and estimated time that the service will be restored
19.	System Availability	The solution must have application-level monitoring and health checkup summary (including API consumption data) so that the System Administrator can review the current application status
20.	System Availability	The solution must have application-level tracking and alert a mechanism so that the System Administrator can be alerted when any problem occurs
21.	System Availability	The solution must support load balancing to enable high availability in an intelligent non-sticky / stateless configuration and should allow seamless scaling of additional nodes without the need for downtime
22.	System Availability	Bidder must provide monthly system availability report to demonstrate SLA adherence
23.	System Availability	Bidder must provide ticketing system to raise incidents and track the response and resolution time
24.	Security	The solution must offer SSL (Secure Socket Layers) for the transaction security and use at least 128bit SSL/TLS certification for data encryption and tokenization
25.	Security	The solution should check for URL tampering while the request is sent for and other relevant information
26.	Security	The solution must support session time-outs, connection time-outs, account locking after a number of failed attempts
27.	Security	The solution must have the Support Protection methods such as encryption, truncation, masking, and hashing to safeguard sensitive data while on storage/ transmission and display to users
28.	Security	The solution must allow configuration of / apply role-based access controls to allow for the proper designation of administrative and user roles
29.	Security	Bidder should provide a security certificate, at least once a year, confirming they have undergone security assessment for the offered SaaS services
30.	Compliance and Certification	The system should be compliant with the following certifications (at least): - <ul style="list-style-type: none"> • PCI-DSS

S. No	Area	Non-Functional Requirement
		<ul style="list-style-type: none"> PA-DSS ISO 27001
31.	Compliance and Certification	Bidder should comply with guidelines issued from time to time from RBI upon internet banking and related security issues including transaction on Mobile, VISA, Debit Cards, etc. shall be mandatorily binding on the selected bidder and they are supposed to keep themselves updated about them
32.	Compliance and Certification	The solution should be capable of facilitating various security features such as Verified by Visa, MasterCard Secure Code, Pay Secure, OTP, etc. as per the guidelines issued from time to time by regulatory bodies and interchanges, etc.
33.	Accessibility	The solution must allow the administrator to set trusted IP ranges from which the admin screens/ system can be accessed
34.	Accessibility	The payment gateway page should be automatically optimized for any device such as smartphones, tablets, desktops, or laptops
35.	Test Environment	The solution must provide a sandbox environment to facilitate testing of the integrations before production go-live
36.	Audit	The solution must provide a complete audit trail and log for various activities such as transaction processing, reporting, admin, etc. at various stages of the transaction flow
37.	Audit	The solution must maintain audit logs for all transactions, data changes, configuration changes, error events, and integration failures. (Duration for which audit logs are to be maintained on the solution will be shared later)
38.	Configuration & Customization	The solution must accept configuration changes without downtime or technical deployment activities
39.	Configuration & Customization	The solution must allow authorized users to define workflow rules and actions without the need for coding
40.	Backup and Recovery	The solution must support a comprehensive and easy-to-use back-up process for daily, monthly, and yearly backup schedules onto dedicated backup hardware
41.	Backup and Recovery	The solution must support real-time data replication between production and the disaster recovery sites to enable fault tolerance
42.	Backup and Recovery	The solution must have the ability to recover all data stored up to the last completed transaction before a system failure occurs
43.	Data Integrity	The solution must preserve message/ data integrity and provide evidence that transaction data has not been accidentally or maliciously modified, altered, tampered with, or destroyed while in transit or storage
44.	Data Archival	The solution must enable archival and purging methodologies. Details on the archival and purging policy will be shared with the successful bidder
45.	Data Archival	The solution must allow scheduling of batch jobs to process records as per pre-defined rules
46.	Infrastructure	The solution must provide managed failover between the two sites of production and disaster recovery
47.	Infrastructure	Solution design should be done with a high availability across all solution components with no single points of failures
48.	Support	Bidder must provide a dedicated team of experts to support and respond to queries using email, chat, and telephone – 24X7

S. No	Area	Non-Functional Requirement
49.	Support	Bidder must provide detailed documentation, API reference, and knowledge repository

2.3 Service Level Agreement (SLA) and Penalty Clause

2.3.1 Definitions

#	Term	Definition
1	Availability	<p>The aggregate number of hours in a calendar month during which the service (application and integrations) and underlying infrastructure is actually available for use</p> $\{(Scheduled\ Operation\ Time - System\ Downtime) / (Scheduled\ Operation\ Time)\} * 100\%$ <p>Where:</p> <ul style="list-style-type: none"> • “Scheduled Operation Time” means the total number of minutes in a month less scheduled downtime • “System Downtime” means accumulated time during which the System is totally inoperable and measured from ticket creation time to resolution time. • “Scheduled Downtime” means periods of Downtime related to network, hardware, or service maintenance or upgrades. Bidder will notify BPCL at least seven (7) days prior to the commencement of such Downtime. • Downtime means any period of time when end users are unable to read or write any service data. Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that incident. Incidences due to network failure/ network unavailability will not be considered for calculation of downtime. • Incident means any single event or any set of events that result in Downtime
2	Response Time	<p>Average Time taken to acknowledge and respond, once a ticket / incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported within the reporting month.</p>
3	Resolution Time	<p>In case the system is down, time taken to resolve the issue and bring the system up again.</p>

The SLA will define the level of service which shall be provided by the selected bidder to BPCL for the duration of the contract which shall be awarded and executed with the selected bidder post this RFP.

- SLAs would be analyzed quarterly. However, Bidder needs to ensure compliance to SLA on a Monthly basis.

- A quarterly report shall be provided to BPCL at the end of every quarter containing the summary of all incidents reported and performance measurements for that period.
- Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Every quarter, Bidder will provide Month-wise Availability and Performance Report.
- The Bidder is required to provide the service levels as mentioned in the below table. In case these service levels cannot be achieved at levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause.
- Total Penalty shall be arrived at by doing sum total of all the penalties levied on the Bidder due to all the SLA breaches for the month (if any).
- Total annual penalty to be capped to 5% of Annual payment for the service
- Submission of Root Cause Analysis (RCA) and updating of RCA for incidents reported in the month should be within 5 working days of the following month
- The resolution would either be a problem solution, workaround, or an action plan
- Zero-Day Vulnerability must be fixed on high priority.

2.3.2 Service Level Objectives, Targets and Penalties

The Successful Bidder shall adhere to the Service Level Agreement (SLA), failing which penalty shall be imposed as under

#	Service Level Objective	Target	Penalty as indicated below
1	Settlement of collections routed through the PG system on T+1 working day	Within T+1 working day for all transactions	18% interest on the delayed amount for the number of days delayed
2	Availability	Availability for each of the service >= 99.9%	<p>a) < 99.9% to >= 99.0%: 2% of quarterly payment of the service (BPCL + BPCL customers) for each 0.1% below SLA</p> <p>b) <99.0% to >= 97.5%: 3% of quarterly payment of the service (BPCL + BPCL customers) for each 0.5% below SLA</p> <p>c) <97.5% to >= 95.0%: 4% of quarterly payment of the service (BPCL + BPCL customers) for each 0.5% below SLA</p> <p>In case the availability falls below 95%, BPCL will have the right to terminate the contract</p>
3	Response Time	Service level – Urgent: 1 Hour	Service level – Urgent: 0. 2% of quarterly payment of the service (BPCL + BPCL

#	Service Level Objective	Target	Penalty as indicated below
		<p>Service level – High: 2 Business Hours</p> <p>Service level – Medium: 3 Business Hours</p> <p>Service level – Low: 4 Business Hours</p>	<p>customers) for every hour of delay beyond permissible time</p> <p>Service level – High: 0.15% of quarterly payment of the service (BPCL + BPCL customers) for every hour of delay beyond permissible time</p> <p>Service level – Medium: 0.10% of quarterly payment of the service (BPCL + BPCL customers) for every hour of delay beyond permissible time</p> <p>Service level – Low: 0.05% of quarterly payment of the service (BPCL + BPCL customers) per hour for every hour of delay beyond permissible time</p>
4	Resolution Time	<p>Service level – Urgent: Within 6 hours of request</p> <p>Service level – High: Within 12 hours of request</p> <p>Service level – Medium: Within 18 hours of request</p> <p>Service level – Low: Within 24 hours of request</p>	<p>Service level – Urgent: 0.2% of quarterly payment of the service (BPCL + BPCL customers) for every hour of delay beyond permissible time</p> <p>Service level – High: 0.15% of quarterly payment of the service (BPCL + BPCL customers) for every hour of delay beyond permissible time</p> <p>Service level – Medium: 0.10% of quarterly payment of the service (BPCL + BPCL customers) for every hour of delay beyond permissible time</p> <p>Service level – Low: 0.05% of quarterly payment of the service (BPCL + BPCL customers) per hour for every hour of delay beyond permissible time</p>
x5	Fail to Success Case	<p>There should be no fail to success case</p> <p>Fail to Success Case: In the event of late authorization, solution should wait for authorization from the bank till pre-defined period (No. of hours /days should be configurable as per BPCL's input) and fail the transaction post that. Any transactions not confirmed by acquirer bank i.e. other than success status to be failed and settled to customers directly by Payment gateway/payment aggregator services provider</p>	<p>1% of the transaction amount involved.</p>

Every breach of the SLA's shall be notified to the bidder and every penalty will be levied on the next payment milestone as agreed in the PO.

Severity Level	Definition	Examples
Urgent	Complete loss of service or a significant functionality/feature is completely unavailable, and no workaround exists.	<p>Applicable for Production issues only, API or any critical service such as a database is down, severe performance degradation of system/component rendering the system unusable, data loss issues, Save Card functionality unavailable, Checkout down</p> <p>The Success Rate of one or more payment method/s has dropped significantly (more than 10%) for the majority of TIDs</p>
High	The application or the feature is available with a high failure rate or significantly degraded performance but no loss of service	Applicable for Production issues only, Success Rate of one or more payment method/s has dropped significantly (more than 5%) for the majority of TIDs, significant performance degradation impacting customer experience, refunds or settlement failures impacting several consumers/merchants
Medium	<p>The application or the feature is available with a small failure rate or slightly degraded system performance.</p> <p>Integration/onboarding issues preventing one or more merchant/s to go-live.</p>	<p>Applicable for both Production and Pre-production issues. Any transactional-based issues like payments impacted for a merchant, bank name does not present in the admin dashboard</p> <p>The Success Rate of one or more payment method/s has dropped significantly (more than %) for the majority of TIDs</p>
Low	General issues not impacting normal functioning of the payments system for any consumer/merchant	Applicable for both Production and Preproduction issues. Intermittent gateway related issues, file uploads not working

*SLAs are applicable 24 by 7 hours:

Annexure 3: Terms & Conditions of the Contract

DEFINITION OF TERMS

In the contract documents as herein defined where the context so admits, the following words and expressions will have following meanings:

- a) "The Owner/Company/BPCL" means the Bharat Petroleum Corporation Limited, incorporated in India having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 001 or their successors or assigns
- b) "The Bidder" means the person or the persons, firm or Company who responds to this tender for providing the payment gateway
- c) "The Successful Bidder" means the Bidder whose tender has been accepted by the Owner and includes the Successful Bidder's legal representative, his successor and permitted assigns.
- d) The "Officer-in-Charge" shall mean the person designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on his behalf for operation of this contract.
- e) The "Work" shall mean the works and/or services to be executed in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works and/or services as required for purpose of the contract.
- f) The "Contract Document and associated Corrigendum" means collectively the Tender Document, Terms of Reference, agreed variations, if any, and such other document constituting the tender and acceptance thereof.
- g) The "Contract" shall mean the Agreement between the Owner and the Successful Bidder for the execution of the works including therein all contract documents.
- h) The "Terms of Reference" shall mean the various works to be carried out, reports to be generated and commercial documents to be created in line with the law, as detailed in the tender document
- i) The "Tender" means the tender submitted by the Successful Bidder for acceptance by the Owner.
- j) The "Variation Order" means an order given in writing by the Officer-in-Charge to effect additions to or deletion from and alterations in the works.
- k) The "Completion Certificate" shall mean the certificate to be issued by the Officer-in-Charge to the Successful Bidder when the works have been completed to his satisfaction.
- l) The "Period of Liability" in relation to a work means the specified period during which the Successful Bidder stands responsible for rectifying all defects that may appear in the services.

1. PERFORMANCE OF DUTIES AND SERVICES BY THE SUCCESSFUL BIDDER

- a) Successful Bidder shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise reasonable professional skill, care and diligence in the discharge of the said work.
- b) Successful Bidder shall in all professional matters act as a faithful advisor to OWNER, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

- c) Successful Bidder, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.
- d) Successful Bidder shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.
- e) Successful Bidder will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of OWNER.
- f) Successful Bidder is required to highlight any issue on immediate basis to avoid any delay in project delivery

2. PRIORITY OF WORKS

OWNER reserves the right to fix up priorities which will be conveyed by Officer-in-charge and the Successful Bidder shall plan and execute work accordingly.

3. REPORT / PRESENTATION

The Successful Bidder will submit copies of report from time to time as required during execution of the work for comments of OWNER. The scope of work involves giving presentation to Senior Management of OWNER as required for understanding of various activities and strategies to be finalized during the course of execution of this work.

4. MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties

5. RECTIFICATION PERIOD

- a) All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.
- b) No deviation from such conditions shall be made without OWNER'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Successful Bidder pursuant to the Contract (irrespective of whether any information has been furnished, reviewed or approved by OWNER) are guaranteed to be of the best quality of their respective kinds.

6. INTERPRETATION OF CONTRACT DOCUMENT

- a) Except if and to the extent otherwise provided by the Contract, the provisions of the Contract Terms and Conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to Officer-in-Charge, who shall give his decisions and issue to the Successful Bidder instructions directing in what manner the work is to be carried out. The decision of the Officer-in-Charge shall be final and conclusive and the Successful Bidder shall carry out work in accordance with this decision.
- b) Singular and Plural: In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/ registered as associations/ body of individual/ firm or partnership.
- c) Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every

other part and shall be read with and into the contract so far as it may be practicable to do so.

- d) Wherever it is mentioned in the Terms of Reference that the Successful Bidder shall perform certain work or provide certain facilities, it is understood that the Successful Bidder shall do so at his own cost.

7. SIGNING OF THE CONTRACT & NDA

The Successful Bidder will be required to enter into an NDA with BPCL Draft Copy of NDA is provided in **Annexure 7**. Work with the Successful Bidder will commence after signing of the NDA. The Successful Bidder shall also be required to execute an agreement within a period of 30 days of the receipt by him of the notification of acceptance of tender. The payment will not be processed till the time the agreement is executed.

The Integrity Pact as detailed in Annexure 6 in respect to the subject tender will also be part and parcel of the said agreement.

8. SPOC FROM SUCCESSFUL BIDDER'S TEAM

- a) Successful Bidder shall nominate a qualified and experienced person as its Single Point of Contact (SPOC) who will be the contact person between the owner and Successful Bidder for the performance of the Contract. Successful Bidder shall notify the owner in writing prior to the appointment of a new Single Point of Contact.
- b) Owner shall be at liberty to object to any nomination and to require Successful Bidder to remove Successful Bidder's representative for good causes. Successful Bidder shall replace immediately such person by competent substitute at no extra cost to the owner.
- c) Successful Bidder's Representative shall be entitled to act on behalf of Successful Bidder with respect to any decisions to be made under the Contract.

9. PRICE

The rates quoted by the Service Provider for each line item should be firm and not subject to any price escalation.

10. SUCCESSFUL BIDDER TO OBTAIN HIS OWN INFORMATION:

The Successful Bidder in fixing rate shall for all purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The Successful Bidder shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out the works at the scheduled rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there from shall not vitiate the contract or release the Successful Bidder from executing the work comprised in the contract according to Terms of Reference at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of materials (Technological solution) and manpower involved etc. and as to what all works he has to complete in accordance with the contract documents whatever be the defects, omissions or errors that may be found in the Contract Documents. He is deemed to have acquainted himself as to his liability for payment of Government taxes and other charges. Any neglect or failure on the part of the Successful Bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risk or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

11. OWNER NOT BOUND BY PERSONAL REPRESENTATION

The Successful Bidder shall not be entitled to any increase / or variation on the scheduled rates or any other right or claim whatsoever by reason of any representations, explanations, statements or

alleged representation, promise or guarantee given or called to have been given to him by any person.

12. TAXES AND DUTIES

Goods and Services Tax (GST):

- a) All Bidders shall have GST registration in the concerned State from where he intends to supply the goods. Bidder shall declare the source location of supply and shall provide their GSTN number in the quotation.
- b) Bidder shall provide HSN/SAC code of the goods/services and corresponding GST rate for the same.
- c) In case GST is not applicable to the Bidder currently, as per turnover criteria, GST due to change in turnover is not payable. If applicable in future, the same will be borne by Bidder.
- d) GST as applicable by the Successful Bidder at the time of delivery within scheduled delivery period will be payable by BPCL
- e) Successful Bidder shall submit the TAX Invoice, for BPCL to claim the Input Tax Credit of the GST paid by the Successful Bidder, wherever applicable.
- f) The Successful Bidder shall take steps viz. 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 laws including but not limited to GST laws in force or otherwise, on the part of SUCCESSFUL BIDDER, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER shall be deducted from the payment due to the SUCCESSFUL BIDDER or shall be reimbursed by the SUCCESSFUL BIDDER, as the case may be, till such default is either rectified or made good by the SUCCESSFUL BIDDER and the OWNER is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.
- g) 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 SUCCESSFUL BIDDER shall be borne by the SUCCESSFUL BIDDER. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be, shall be reimbursed by the SUCCESSFUL BIDDER within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by SUCCESSFUL BIDDER and same shall be collected by the OWNER.

13. TAX INVOICE

Bidders shall provide GST invoice to enable BPCL to obtain GST credit of GST Tax paid as per GST rules.

14. PAYMENT TERMS

The Company, in consideration of the Successful Bidder carrying out and executing the said work to the satisfaction of the Company, shall pay the Successful Bidder as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement after validation of BPCL officer

Payment shall be made within 30 days from the date of receipt and acceptance of the bills. Payment will be made through NEFT mode.

- a) No advance payment shall be made for any activity.

- b) The price quoted in the price bid should cover all charges as mentioned deliverable in the SOW.
- c) If the Bidder is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Successful Bidder.
- d) BPCL will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. BPCL shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Bidder, when BPCL disputes such invoice or part of it, provided that such dispute is bona fide.
- e) Payments would be released by our office at BPEC, KHARGHAR through NEFT. The invoice should be addressed to BPEC.

15. CONTRACT PERIOD

Period of contract will be 2 years further extendable by 1 year on mutual consent.

16. LIMITATION OF LIABILITY

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.

17. CONFIDENTIALITY

- a) OWNER and the Successful Bidder agree to keep confidential (i) the terms and conditions of the Contract (ii) any data/ information related to the Contract which is not in public domain and which may have a material effect on the Contract, and (iii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by OWNER to the Successful Bidder and vice versa. Further, the Successful Bidder and OWNER agree that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the Contract excluding the Government of India, OWNER or its authorized assigns or any such other body which has the authority to ask for such information under the law) except in accordance with the written authority of the other Party.
- b) Successful Bidder will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done. Successful Bidder will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Owner.

- c) The provisions of the clause shall continue to be in force after the termination or completion of Services under the Contract and shall expire after 24 months from termination or completion of service.

18. TERMINATION

BPCL shall have the right to terminate the project upon or at any time of the happening of any of the following events:

- a) **Breach of Commercial Terms and Conditions:** If the Solution Provider commits any breach of commercial terms and conditions of the tract / Agreement and fails to remedy such breach within 15 days of the receipt of return notice from BPCL in regard thereto.
- b) **Dissolution / Liquidation:** On the dissolution of the firm if the Solution Provider happens to be a partnership firm.
- c) **Liquidation**, whether voluntary or otherwise, or the passing of an effective resolution for winding up the business, if the Solution Provider is a company.
- d) **Termination for Convenience:** BPCL shall, in addition to any other right enabling it to terminate the contract, have the right to terminate the contract at any time by giving prior written notice of at least 14 days to the contractor. Such termination shall be without prejudice to the rights of the parties that have accrued on or before the date of termination of the contract.

If the contract is terminated under this provision, the contractor is entitled to be compensated as under :-

a. the contract price attributable to the works performed as at the date of termination

and

b. the reasonable costs incurred by the contractor for termination of subcontractors or the repatriation of the contractors and subcontractor employees

less

the aggregate of all previous payments allocated to the works.

Any sums due to BPCL from the contractor accruing prior to the date of termination will be deducted from the amount to be paid to the contractor under the contract.

If, as a result of any such deductions, there is a negative amount payable to the contractor, then the contractor must pay an amount equal to such negative sum to BPCL within 15 days of BPCL intimating the contractor.

19. 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) Ionizing 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.

20. ARBITRATION:

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

20.1 The dispute or difference shall, in any event, be referred only to a Sole Arbitrator

20.2 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

20.3 The Seat of arbitration shall be at Mumbai

20.4 The proceedings shall be conducted in English language.

20.5 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)

21. OPERATION OF CONTRACT

- a) **Law Governing:** Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.
- b) **Jurisdiction:** The Successful Bidder shall be governed by the Laws in force in INDIA. The Successful Bidder hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.
- c) **Non-Waiver of Default:** Any failure by the Owner or Successful Bidder at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Successful Bidder, as the case may be at any time to avail itself of same.

22. SUBLETTING AGREEMENT

The Bidder may sublet or assign part of the work to another party however the full and entire responsibility will remain to the Bidder under this Agreement.

23. NOTICES

- a) Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing by email or letter.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. CONTRACTOR TO INDEMNIFY THE OWNER

- a) The contractor shall indemnify the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters and all actions/proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.
- b) **Payment of Claims and Damages:** Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid the Contractor and the contractor shall not be at liberty to dispute or question the rig of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the country. In every case to which by virtue of the provisions of Section 12, sub-section (I) of workmen's compensation Act 1923 or other applicable provisions of workmen's Compensation Act any other Act, the Owner is obliged to pay compensation to a workmen employed by contractor in execution of the works, the Owner will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Owner under Section 12 sub-section (2) of the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under the contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12, sub-section (I) of the said Act except on the written request of contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable on consequence of contesting such claims.

24. HOLIDAY LISTING:

a) The following expressions used in this clause shall have the meaning indicated against each of these, unless the context otherwise requires:

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

- Bidders De-listment Committee: “Bidders De-listment Committee” relevant to the procurement department which initiates the holiday listing process would be the same as the Bidders enlistment Committee as per DR&A of the concerned SBU/Entity.
- b) An Agency may be placed in Holiday List for any one or more of the following circumstances for the period mentioned herein:
- In the context of its dealings with the Corporation:

S. No.	Reasons for holiday listing	Period of holiday listing
1	Indulged in malpractices resulting in financial loss to the Corporation	15 Years
2	Submitted fake, false or forged documents / certificates	3 Years
3	Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed of materials / documents / drawings / tools or plants or equipment supplied by BPCL	15 Years
4	Has deliberately violated and circumvented the provisions of labor laws/regulations/rules, safety norms, environmental norms or other statutory requirements	3 Years
5	Has deliberately indulged in construction and erection of defective works or supply of defective materials	3 Years
6	Has not cleared BPCLs previous dues if applicable	1 Years
7	Has committed breach of contract or has abandoned the contract	3 Years
8	Poor performance of the Agency in one or several contracts	1 Years
9	Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL	1 Years
10	Withdraws/revises the bid upwards after becoming the L1 Bidder	1 Years
11	Has parted with, leaked or provided confidential/ proprietary information of BPCL to any third party without the prior consent of BPCL	15 Years

- Following additional grounds can also be reasons for Holiday Listing of an agency:

S. No.	Reasons for holiday listing	Period of holiday listing
1	If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 Years
2	Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor	3 Years

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

c) Provision for Appeal

- An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing
- Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority

- On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority
- After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency
- After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either:
 - Uphold the decision of Competent authority with or without any variation/lesser period of Holiday Listing; OR
 - Annul the order of the Competent Authority.
- No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

d) Effect of Holiday Listing

- No enquiry/bid/tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- If an 'Agency' is put on the Holiday list during tendering:
 - A. If an 'Agency' is put on Holiday List after issue of the enquiry/bid/tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD, if submitted by the 'Agency' shall be returned. If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned
 - B. If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1;
 - C. If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

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

The entire guidelines and procedures for Holiday Listing are available in BPCL website and they can be accessed at <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf>

Annexure 4: Instructions to Bidders

1. All prices quoted should in Indian Rupees (Rs.)
2. For step by step procedure please visit BPCL E-Proc web site <https://bpclproc.in/EPROC/> and open "Instruction to Bidder" link
3. 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://bpclproc.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://bpclproc.in>
4. For registration on the e-tender site <https://bpclproc.in>, you can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "**Register**" link and fill in the requisite information in the "**Bidder Registration Form**". Kindly **remember your e-mail id** (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your **Digital Signature**. Once you have added the Digital Signature, please inform us by mail to the vendor administrator vendoradmin@bpclproc.in with a copy to support@bpclproc.in for approval. Once approved, bidders can login in to the system as and when required.
5. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79 4001 6868 for obtaining the digital signature certificate.

6. **Corrigendum/ Amendment**, if any, shall be notified on the site <https://bpclproc.in>. In case any Corrigendum/ Amendment is issued after the submission of the bid, then such Bidders 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 Bidder. They have the choice of making changes in their bid before the due date and time.
7. To maintain secrecy and security of bids and the data exchanged, the system operates with the "Digitally signed Certificate" from buyer as well as seller. Data exchanged in the system shall have double encryption which is enabled by a "Digitally signed Certificate". This ensures maximum possible security and the bids can be viewed only after the tender opening by BPCL / participating Bidders.
8. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - a. Vendors are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves at the earliest, if not done earlier.
 - b. 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.
 - c. Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and

time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

d. 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.

e. 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.

f. No manual bids/offers along with electronic bids/offers shall be permitted.

9. The entire tender document along with Annexure, Bid Qualification Criteria (if any), Techno-commercial and other Details, Price Bid as well as all the uploaded documents shall form the part of the tender. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Tenderers are requested to carefully study all the documents/ annexure and understand the conditions, specifications etc., before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
10. If the Bidder 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 Bidder is not able to complete the submission of the changed/ revised bid within due date & time, the system would consider it as no bid has been received from the Bidder against the tender and consequently the Bidder 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. Once the entire process of online bid submission is complete, Bidders will get an auto mail from the system stating they have successfully submitted their bid in the following tender with tender details.
11. 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 Bidders for any interruption or delay in access to the site irrespective of the cause. Bidders are advised to start filling up the tenders much before the due date/ time so that sufficient time is available with him/ her to get acquainted with all the steps and seek help if they so require. It should be noted that the bids become viewable only after opening of the bids on/ after the due date/ time. Please be reassured that your bid will be viewable only to you and nobody else (including E-Tendering Service Provider as well as BPCL Officials) till the tender is opened. 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. No claims on this account shall be entertained.
12. **Bid Validity:** Tender submitted by Bidders shall remain valid for acceptance for a period of 120 days from the date of opening of the tender (Technical Bid in the case of two-part bid). The Bidder shall not be entitled during the said period of 120 days, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof. In case of Bidder revoking or cancelling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPCL as deemed fit including putting the Bidder/contractor on 'Holiday listing'/'Delisting' barring the Bidder/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Further in the case of contractors who are not registered with BPCL, the earnest money deposited by him will be forfeited. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.
13. The complete process for submitting the bid is as follows:
 - i. **Techno-Commercial Criteria**
 1. Accept the contents of the following annexures in toto by selecting the appropriate option in the forms provided for this purpose:
 - a. Terms of Reference - Annexure 2
 - b. Contract terms & conditions - Annexure 3
 - c. Instructions to Bidders - Annexure 4

2. Proforma of Integrity Pact (IP) has been uploaded as Annexure 6 of tender documents. Bidder shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by tenderer along with other bid documents
 - b) Proforma of Non-Disclosure Agreement (NDA) has been uploaded as Annexure 7 of tender documents. Successful bidder will have to sign the same with BPCL.
3. Upload a scanned copy (in pdf or jpg format) of the following documents.
 - a. Document as per Annexure 7 against response to BQC, Criteria 2, Proven Track Record.
 - b. Copies of audited P & L A/c and Balance Sheet for the last three accounting years preceding the due date of the tender in response to BQC, Criteria b, Financial Capacity
 - c. Statutory certifications as per BQC
4. Online fill the Holiday listing declaration form
5. Bid Security Declaration form
6. Online fill the Nil Deviations form

ii. Price Bid

All bidders shall have to submit the quotes online in the price bid form.

14. ACCEPTANCE OF BIDS BY THE CORPORATION:

For qualifying in the Techno-Commercial Bid

- 14.1 BPCL should have received the Bid Declaration form
 - 14.2 Bidder should have completed the entire bidding process (as detailed in Annexure 4, clause 13) and the proposal submitted by the Bidder should be in line with Terms of Reference given as Annexure 2.
 - 14.3 Bidder should not have been debarred or holiday listed by BPCL and/or Oil PSEs and/or MOP&NG for a period that is not over as on the due date of this tender.
 - 14.4 The Bidder should not be under liquidation, Court-receivership or similar proceeding.
 - 14.5 Bidder should have submitted the Integrity Pact duly signed and witnessed.
 - 14.6 Bidders should qualify in the BQC and also meet all Technical Requirement as detailed in Annexure 1 above.
 - 14.7 Bidder should not have given any deviation as this is a nil deviation tender.
 - 14.8 Price bid (i.e. 2nd Part of the tender) of only those Bidders would be opened who qualify the techno-commercial bid
15. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. We are also not bound to accept the lowest Bid. Corporation reserves the right to reject any offer which in the opinion of the Corporation is below the normal cost of Containers based on the current cost of inputs.
 16. No counter terms and conditions shall be acceptable to us.
 17. It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of Tender and the Successful Bidder 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. No advantage is to be taken either by the Corporation or the Bidder of any clerical error or mistake may occur in the general specification, schedules and plans.
 18. If any of the information submitted by the tenderer is found to be incorrect at any time including the contract period, BPCL reserves the right to reject the tender/ terminate the contract and reserves all rights and remedies available.
 19. Bidders are advised not to enclose unwanted and unasked documents with the tender. Any such documents if received shall not be considered.
 20. An offer may not be considered, if BPCL is unable to evaluate that offer for want of any Information.

21. Bidders who are MSE's, MSE's owned by Women entrepreneurs and MSE's owned by SC/ST shall be allowed purchase preference as per the government guidelines / instructions on the subject in force from time to time.
22. 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 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.

Annexure 6: Pro forma for Non-Disclosure Agreement (NDA)

NON DISCLOSURE AGREEMENT

This Agreement is made as of the ----- 2020 between BHARAT PETROLEUM CORPORATION LTD. (BPCL) a Government of India Enterprise, having its registered office and Corporate office at Bharat Bhavan, 4&6, Currimbhoy Road, Ballard Estate, Mumbai -400001 hereinafter referred as First Part which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s -----
--a company incorporated under the Indian Companies Act, 1956, and having its registered office at --
----- herein after called “-Second Part ” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the business purpose of this particular project as specified in Annexure A (the “Business Purpose”), M/s----- recognize that there is a need to disclose certain information, as defined in para 1 below, to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of First Part’s disclosure of such information, Second Part agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by First part to Second part, including information which the disclosing party identifies in writing or otherwise as Confidential before or within thirty days after disclosure to the receiving party (“Confidential Information”).

Confidential Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to other part by first part for and during the Purpose, which disclosing party considers proprietary or confidential (“Information”). Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means by other part (hereinafter referred to as the receiving party) by the First Part (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/s ----- i.e. Second Part -----hereby agreed that during the Confidentiality Period:
 - a. The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its Service Providers and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those Service Providers and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

- b. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
 - a. Was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
 - b. Has become generally available to the public without breach of confidentiality obligations of the receiving party. The information shall not be deemed to be available to the general public merely because it is embraced by more general information in the prior possession of Recipient or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information; or
 - c. Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure and receiving party declare of possession of such confidential information within a day upon such disclosure by disclosing party ; or
 - d. Pursuant to a court order or is otherwise required by law to be disclosed', provided that Recipient has notified the disclosing party immediately upon learning of the possibility of any such court order or legal requirement and has given the disclosing party a reasonable opportunity and co-operate with disclosing party to contest or limit the scope of such required disclosure including application for a protective order.
 - e. Is disclosed with the prior consent of the disclosing party; or
 - f. The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Receiving party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval and exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Receiving party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be make off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
6. Receiving party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, receiving party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The disclosing party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does

not constitute or imply any commitment, promise, or inducement by disclosing party to make any purchase or sale, or to enter into any additional agreement of any kind.

8. Disclosing party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
9. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
10. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
11. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.
12. With regard to the confidential information of M/s disclosed to BPCL, BPCL agrees to comply with all the obligations of receiving party mentioned in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

M/S -----
CORPORATION LIMITED

BHARAT PETROLEUM

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Designation: _____

Designation:

Exhibit A

1. Business **Purpose:**.....
.....
.....

2. Confidential Information of M/s -----
a. All communication/ information submitted to the BPCL relating to the proposal of M/s _____ for the purpose of procurement and subsequent integration with existing infrastructure of BPCL, marked as confidential.

3. Confidential Information of BPCL:
a. All details relating to architecture and other Network infrastructure details of BPCL etc.
b. All information shared in oral or in written form by BPCL with M/s-----
.....
c. Any information desired by M/s ----- shall be justified for.
d. Information downloaded or taken in physical form shall be returned/ destroyed after use and not copied.
e. Draft Technical specifications for the various projects and Tender documents for the same.

BPCL: _____

M/s-----

Signed

Signed

Annexure 7: Response to BQC Criteria 2, Proven Track Record

<On TPIA letter head>

To
The General Manager - Corporate Strategy
Bharat Petroleum Corporation Limited,
2nd Floor, Bharat Bhavan 3,
Walchand Hirachand Marg,
Ballard Estate,
Mumbai – 400001

Dear Sir,

Sub: Statement Pursuant to the Application for RFQ for Selection of Payment gateway/payment aggregator services Provider for Digital payments at BPCL

We hereby certify the following as true and correct for Bidder (name) _____:

Details of contracts entered into by the company (before Due Date of Submission) along with the original contract values are as follows:

No.	Client Name	Annual value of contract >= 4.4 Cr (Y/N)	Annual value of contract >= 2.75 Cr < 4.4 Cr (Y/N)	Annual value of contract >= 2.2 Cr < 2.75 Cr (Y/N)	Date of Contract
1.					
2.					
3.					

The aforementioned list is verified against the original documents and found true. Contracts clearly indicate services being rendered by the company and the project period.

For <TPIA>

Authorised Signatory:

Place: _____

Date: _____

DECLARATION FOR BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

To,
M/s. Bharat petroleum Corporation Limited,

SUB: Tender for Procurement of Bulk email services for Notifications and Marketing requirements of BPCL, Tender / CRFQ No: 1000371347, E-Tender No 85389 dated 02.07.2021

Dear Sir,

After examining/ reviewing provisions of above refereed tender document (including all corrigendum/ Addenda), we M/s. _____ (**Name of Bidder**) have submitted our offer/ bid no. _____

We, M/s. _____ (**Name of Bidder**) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/ holiday/ banning list (as per polices of Bharat Petroleum Corporation Limited in this regards,) if we are in breach of our obligation(s) as per following:

- a) Have withdrawn/ modified/ amended, impair or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid: or
- b) Having been notified of the acceptance of our bid by the M/s. Bharat Petroleum Corporation Limited during the period of bid Validity:
 - i. Fail or refuse to execute the contract, if required, or
 - ii. Fail to refuse to furnish the contract performance Security, in accordance provision of tender document.
 - iii. Fail of refused to accept 'arithmetical corrections' as per provision of tender document.
- c) Have indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:

Date:

(Signature of Authorised Signatory of Bidder)

Name:

Designation:

Seal: