

**CENTRAL PROCUREMENT ORGANISATION (MKTG)  
BHARAT PETROLEUM CORPORATION LIMITED  
'A' INSTALLATION, SEWREE FORT ROAD  
SEWREE (E), MUMBAI - 400 015**



**GLOBAL TENDER**

**SUPPLY OF AUTOMATIC TANK GAUGING SYSTEM (ATG)  
FOR RETAIL OUTLETS ALL OVER INDIA**

**TENDER CRFQ NO.: 1000284634  
E-TENDER SYSTEM NO.: 27494  
DUE DATE: 17.08.2017 AT 15:00 HRS IST**

Dear Sir / Madam,

**SUBJECT: GLOBAL TENDER FOR INVITING BIDS FOR SUPPLY OF AUTOMATIC TANK GAUGING SYSTEM FOR RETAIL OUTLETS (CRFQ NO. 1000284634 DUE ON 17/08/2017 AT 3 PM)**

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**1 ABOUT THE COMPANY:**

Bharat Petroleum Corporation Ltd. (BPCL) is one of the leading Oil Refining and Marketing companies in India. The company produces a diverse range of products, from petrochemicals and solvents to aircraft fuel and specialty lubricants and markets them through its wide network of Petrol Stations, Kerosene Dealers, LPG Distributors and Lube Shoppe's.

The Retail SBU is engaged in the retailing of Petrol, Diesel, Kerosene and their branded versions, besides various Non-Fuel Products and value-added services through its robust network of over 13,000 Retail Outlets spread across the country.

**2 OBJECTIVE OF THE TENDER:**

Bharat Petroleum Corporation Limited (BPCL) intends to have **stand-alone Automatic Tank Gauging (ATG) Systems** at its Retail Outlets for electronic measurement of **product quantity, temperature, density and water level in the underground storage tanks.**

The objective of this tender is to invite technical and commercial proposals from **national and international vendors** for Supply, Installation, Maintenance and Support of such Automatic Tank Gauging Systems in our **2500 nos. Retail Outlets** spread all across the country in phased manner over a period of 1 year from placement of LOI / contract.

**3 THIS TENDER DOCUMENT CONSISTS OF THE FOLLOWING ANNEXURES, WHICH ARE ENCLOSED:**

**(A) TECHNO-COMMERCIAL BID:**

- (a) Annexure-I : Specification
- (b) Annexure-II : Bid Qualification Criterion
- (c) Annexure-III : General Purchase Conditions
- (d) Annexure-IV : Special Purchase Conditions
- (e) Annexure-V : General Instructions to Vendors for E-Tendering
- (f) Annexure-VI : Integrity Pact
- (g) Annexure-VII : Service Level Agreement

Information pertaining to Particulars of Tenderers and Relationship with Directors shall have to be submitted online.

**(B) PRICE BID:**

A price bid shall also have to be submitted online as per the preformed given in Annexure-V mentioned in Point-(e) above.

**4 Tenderers shall also have to essentially sign an Integrity Pact (IP) for participating in this tender, as per the Performa mentioned in Point (f) above. The salient points to be noted in regard to IP are:**

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

**(B)** If the tenderer has been disqualified from the tender process prior to the award of the contract in

accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Tenderer, Price reduction amount by forfeiting the EMD/Performance Guarantee as per provisions of the Integrity Pact.

(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 contractor, Price reduction amount by forfeiting the Performance Guarantee amount as per provisions of the Integrity Pact.

(D) Tenderers may raise disputes/complaints, if any, with the nominated Independent External Monitor. The name, address and contact numbers of the nominated Independent External Monitor is as follows:

**Name of IEM :** Shri. Brahm Dutt  
**Address :** 1/8, Safdarjung Enclave, New Delhi-110 029.  
**Mobile No. :** +919871920282

- 5 Please visit the website <https://bpclproc.in> for participating in this tender process and submitting your bid online.
- 6 Additionally, you shall be required to submit the EMD (if applicable), in physical form at our office.
- 7 Your online bid as well as the instrument to be submitted in physical form should be submitted on or before the due date of this tender viz. **17<sup>th</sup> August 2017 by 3 pm.**
- 8 Bid submitted after the due date and time of closing of the tender or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents/instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
- 9 For clarifications, if any, please feel free to contact the undersigned on any working day between 10:00 am to 4:00 pm.

Thanking you,

Yours faithfully,

**for Bharat Petroleum Corporation Limited**

**Ahir Anil**  
**Procurement Leader (CPO) – Group IV**

## ANNEXURE-I: SPECIFICATION

### 1. FUNCTIONAL REQUIREMENTS:

The Auto Tank Gauging (ATG) system should measure the level of the product, density, temperature, and water interface. Scope of this tender includes providing software at console level and compatibility of probe & Floats for product, water & density measurement and reporting the same.

Therefore the vendor must offer a solution that meets various requirements that can be broadly classified as given below:

- (a) Continuous monitoring of Product level, Water level, Density and Temperature of each tank using Automatic Tank Gauging device.
- (b) Graphically displaying the information obtained from each tank on the ATG console which will be wall-mounted inside the Back Office.
- (c) Periodic monitoring of the Stock data for each tank at a particular outlet remotely by means of the various reports generated by the ATG data acquisition software on the Central Server, if need be.
- (d) Facilitating the integration of ATG system with an existing Automation System at HQ level as well as at RO level. All such data in console must be given to Automation system.

This ATG system is required for Retail Outlets (ROs). The capacity of underground tanks provided in the ROs is 10-KL, 15-KL, 20-KL or 45-KL and their diameters are 2-meters (for 10-KL, 15-KL, 20-KL capacity tanks) & 2.738- meters (for 45-KL capacity tank).

Typically, there are 4-6 storage tanks in a Retail Outlet. However, approximately 100-ROs out of these 2500-ROs could have 10 to 12 tanks per RO. **Readings for all the tanks in an RO should appear in a single console.** Vendor should offer solution in such a way that, increase in number of tanks at a later stage is possible without changing the console. In case vendor is not able to offer such console now, he should be prepared to supply additional hardware or upgrade/ expand the capacity of same console free of cost at a later date whenever required at any individual RO within 2 years of warranty.

The equipment should be intrinsically safe, duly approved by Petroleum & Explosives Safety Organization (PESO) of India.

Additionally, vendor or his Indian service partner(s) should have prior experience of installing and supporting Electrical /Electronic/ Instrumentation equipment in of Petroleum Installation(s), including Retail Outlets throughout India.

In order to ensure smooth execution of this work, vendor or his service partner should have requisite service support base in India for providing at least 4 years support for installing, commissioning and warranty of the equipment.

### 2. VENDOR'S SCOPE OF WORK:

The successful vendor's scope of work shall include design, supply, installation, testing, commissioning, training and warranty support of the Automatic Tank Gauging (ATG) systems in about 2500 Retail Outlets (ROs) spread across India, as per the detailed functional requirements and technical specifications contained herein.

The successful vendor can appoint a service partner in India who would carry out the work of installation, commissioning, training and warranty support of the Automatic Tank Gauging (ATG) systems. However, such service partner of the vendor shall be considered a representative of the vendor for the purpose of this order and vendor shall continue to carry the onus of all liabilities, penalties, price reduction, damages and other punitive measures even if they arise out of the act or failure of the Service partner.

**The detail scope of work is as follows:**

#### (a) SUPPLY AND INSTALLATION OF THE AUTOMATIC TANK GAUGING SYSTEMS:

- Supply of two simulators (that contains console which is a full-fledged prototype of the one proposed to be supplied with the equipment) along with product SDKs, APIs and protocol document of the offered ATG equipments to BPCL within one month of the date of LOI to check & verify the integration of the

offered ATG system with the BPCL's existing Automation application at Retail Outlets. These simulators and associated documents shall have to be delivered to the consignee on door delivery basis. Necessary technical assistance for this integration shall be provided by the vendor as and when sought for. These simulators shall become property of BPCL after successful integration with Automation applications.

- Provide Data Acquisition software on the Central Server that enables control and monitoring of the ATG systems for generating reports like Wet Stock Delivery Report, Hourly stock report of each tank at Central Server. The software should store and compile this transactional data on the server so that information pertaining to a period can be accessed through BPCL Intra-link network and/ or internet by specifying To & From calendar dates. Software should also provide reports on ATG working status like Power off, Probe out of UG tank and ATG data not available, at console as well as at Central Server. This is to happen by a process of either pushing or pulling data to or by central server by each console.

If required, BPCL will provide Service provider's SIM & Modem and bear the monthly connection charges of service provider. While providing a central server is in scope of BPCL, vendor will be responsible for making this data acquisition process to be completed including availability of requisite reports in BPCL intra-link network and/ or internet network. The Central Server to share BPCL automation HQ Office System application. As part of hardware & software acceptance test before rollout of commissioning of ATG system, Vendor will be responsible for live demonstration at least two sites for this function. Providing hardware, software, networking interface in central server and supplying external CDMA & GPRS type modems for these sites shall be within scope of vendor. BPCL shall issue Solution Acceptance Test (SAT) certificate upon the successful demonstration of the complete ATG solution (includes both hardware & software).

- Supply of about 2500 nos. ATG System that includes console and Magneto-restrictive probes along with compatible density floats and other accessories, as and when the call offs are placed.
- Providing the necessary technical specifications with drawing for riser pipes for each tank to BPCL so that the tank modification job including supply and fitting of riser pipes can be arranged by BPCL.
- Installing and commissioning the ATG system at ROs as per the installation plan given by BPCL from time to time. This entire job should be completed within **one month** from the date of receipt of material at the Retail Outlet or date of site readiness whichever is later.

**Installation includes:**

- i. Providing and laying the conduit inside the building from the inspection pit to the ATG console controller.
  - ii. Termination of the cables on the ATG Console with necessary glands, sealing of the conduits after drawing cables at the tank end and inspection pits to arrest the escaping vapours from entering the console location and prevent pest attacks and providing power supply to the controllers etc. Complete.
  - iii. Providing and fixing the riser cap (compatible to riser pipe) along with necessary safety glands for drawing signal cables from the probe head. Design of Riser cap should be able to accommodate variation in the diameter of the riser pipe.
  - iv. Installation of ATG probes and console.
  - v. Calibrating the ATG probe with the help of DIP chart & DIP Rod already in use, at the time of commissioning the ATG system
- Obtain the Completion Certificate from BPCL after completing installation, commissioning and training at site.

**(b) TRAINING:**

- Impart necessary training to the forecourt personnel and the site managers so as to familiarize them with the new technology and also to make them capable of operating the system smoothly and trouble-shoot when needed.
- Impart necessary training at Territory level for operation and use of reports in console and HOS for Sales officers, Territory Engineers.
- Furnish adequate training aids like operating manual & CD to the staff for clear understanding of working of the system.
- A comprehensive training programme shall be organized at the BPCL territory offices and BPCL Regional Offices to enable effective monitoring and control of ATG working. Training session may also include live demonstration at HQ/Region/Territory offices.

**(c) AFTER SALES SUPPORT:**

- The successful vendor shall provide a 2-years free warranty **from the date of supply of last lot of ATG systems under this contract**. This shall include complete solution replacement. The complete solution includes the hardware, software, materials, and services for all the ATG Systems installed.
- **Successful vendor shall have to ensure that the individual RO uptime for the Automatic Tank Gauging System is at least 98%.** All complaints shall be logged online through BPCL system called BROMA. Downtime calculation i.e. time taken between complaint resolution and complaint logging will be calculated by BROMA. **Vendor and his service partner shall sign a Service Level Agreement (SLA) for the same, format attached as Annexure VIII.**
- During the Warranty support period, the vendor shall fix all problems arising of / related to Automatic Tank Gauging Systems and for this purpose would require providing necessary service support infrastructure.
- During the warranty period, Vendor and/or Vendor's service partner shall repair or replace the product at site where the product is in use, if determined by BPCL to be defective, and at no charge to the BPCL.

**3. BPCL'S SCOPE OF WORK:**

- All work related to Customs clearance at destination port(s) and transporting the equipment from these destination port(s) to BPCL's warehouses and then from warehouses to each RO where the equipment is to be installed. However simulators and equipment deployed for obtaining SAT certificate is not included in this scope.
- Providing Underground tanks for installing ATG System.
- Tank modification job, if required, including supply and fitting of riser pipes.
- Supplying and laying conduits including excavation and re-surfacing in the forecourt area, i.e. from the inspection pits near the sales room building till the manhole for each tank. Providing the necessary signal/data Belden cables to connect the probes to the ATG Console in the Back Office.
- Providing regulated power supply at a power point in the Back Office.
- Providing CDMA or GPRS connectivity in the form of SIM & dongle from available service provider at each site for data transfer to central system if opted by BPCL. Hardware required for other connectivity mediums like V-SAT & broadband shall also be provided by BPCL.
- Providing hardware for the Central Server (if need be) to host the Remote data acquisition software for ATG controllers.

#### 4. TECHNICAL SPECIFICATIONS:

The detailed technical specifications are as given below:

##### (a) ATG PROBES & FLOAT:

- i. ATG Systems should be based on the Magneto-restrictive principle for measuring level.
- ii. Compatible Float for Product, Density and Water level measurement.
- iii. The probe should be of stainless steel material with single probe used for product, density and water level measurement.
- iv. The material of the float shall be of stainless steel/ polyurethane/ nitrofil.
- v. Any fitting on the sump must be intrinsically safe & approved by Petroleum Explosive Safety Organization, India (PESO).
- vi. Must be able to pick up density as per functional requirement scope under this tender.
- vii. Measurement Accuracy:
  - a. Product Level :  $\pm 1$  mm or better
  - b. Temperature :  $\pm 0.5$  °C or better
  - c. Water Level :  $\pm 1$  mm or better
  - d. Density :  $\pm 3$  kg/ m<sup>3</sup> (or better ) as compared to density measured using hydrometer @ 15 Degree C using ASTM Tables (53B) conforming to Bureau Of India Standard Specification No IS 2796 and IS 1460 for Motor spirit and High Speed Diesel respectively.
- viii. Level measurement to start at 300mm (or lower) for the product and 25 mm (or lower) for water, from the bottom of the tank.
- ix. Temperature operating range : 0 to 40° C
- x. Both ATG probe and float should be weather proof and fit for installation outdoors. The probe head should be protected adequately such that it works perfectly even when submerged under water. This situation is likely to occur at some sites during heavy rains.

##### (b) ATG CONSOLE:

- i. ATG console should have a graphical coloured LCD display with touch screen indicating product level, temperature and water level from each tank in a schematic diagram in both languages, English and Hindi (location specific configuration). Minimum size of LCD screen required is 10 cm horizontally to 6 cm vertically.
- ii. It should have
  - 1) Minimum one no. RS 232 port & one no. RJ 45 port for interfacing the ATG controller to various electronic devices at the sites.
  - 2) USB port for external card/ connectivity modem compatible.
  - 3) Ethernet port with web interface and accessible via standard web browser.
- iii. It should have the ability to send event driven message or scheduled e-mail via Ethernet port and external SMTP server.
- iv. ATG console with software should be able to integrate with Retail Automation system.
- v. The system should be capable of generating multiple alarms like- High & low level of product, high temperature and high level of water content.

- vi. The console must have capabilities to support external hooters for alarms through relay contact points.
- vii. Operating temperature: 0°C to 40°C
- viii. ATG console should have ingress protection conforming to IP 30 or better.
- ix. The system should support TCP/IP.
- x. Console memory should be capable of storing minimum 150 records of last deliveries on “First-In-First-Out” basis irrespective of products or storage tanks.
- xi. The system diagnostics shall be capable of performing self-checks. The system should have the following minimum features:
  - (a) Console should be capable of recording minimum 3-months data of power on & off.
  - (b) All field inputs including level, temperature and water interface signals, shall be monitored for faults.
  - (c) All faults shall be annunciate and logged. The error indications shall be categorized, such as communication failure, detector failure or software failure.
  - (d) The basic settings in the console like date/time, DIP chart change, resetting configured data while commissioning etc should be password protected.
  - (e) The password security module should handle masked password entry, access right control, password reset, etc. All the configurable parameters except leak testing should be in a separate administrator access level and should not be shared.
- xii. The vendor shall provide Central ATG Data Acquisition software which will be hosted on a remote server (as the case may be). The application should be capable of receiving data pushed by ATG console or pulled from remote sites as a flat file. The application shall generate various reports on stock data (inventory data, receipt data, tank wise, product wise; events and alarms logged; exception reports etc.) for the required period of time for each Retail Outlet, as per the indicative report templates given at the end of this annexure.
- xiii. The ATG system should have the capability of detecting leaks (vendor to specify the threshold). This shall be on the basis of the change in level or Net Standard volume of the products in the tanks when taken to the Leak Detection Mode. The System must also generate and Alarm if it detects such leak in the leak detection mode.
- xiv. There should be provision of up to 10 minutes time gap within which the subsequent delivery will be considered as single receipt, i.e. continuous delivery in to same tank.

**(c) SIGNAL CABLE SPECIFICATIONS:**

The signal cables used to connect the ATG probes to the ATG Console should be of Belden make.

**(d) SCOPE OF THIRD PARTY INSPECTION FOR ATG EQUIPMENTS:**

TPIA shall draw samples on random basis from the lot ready for dispatch such that 1% each of ATG probes, Motor Spirit ATG float kits, High Speed Diesel ATG float kits and consoles are selected. One each of ATG probe and float kit thus selected shall be assembled together to form one set of measurement equipment. Hence say, if 10 nos. ATG probes are selected in the sample; there would be 10 sets of measurement equipment.

| Sr. | Requirement                                 | Method  | Observation/ Comments/Results of TPI  |
|-----|---|---|---|
| 1   | ATG equipments to have valid PESO Approval. | Physically check the PESO approval along with all the documents mentioned therein, in original. | <ul style="list-style-type: none"> <li>• All original documents available &amp; checked: Yes/No</li> <li>• PESO Approval NO &amp; date: _____</li> <li>• Model Number of the equipment as mentioned in the approval: _____</li> </ul> |



| Sr. | Requirement   | Method  | Observation/ Comments/Results of TPI   |
|-----|---|---|--|
| 2   | Model No of the equipment offered for inspection to match with that mentioned in PESO approval.   | Physically check the measurement equipment samples for the model Number mentioned on the equipment  | <ul style="list-style-type: none"> <li>Model Number of the equipment as mentioned on the equipment : _____</li> <li>Model Number as appearing on the equipment and in the approval match with each other : Yes/No</li> </ul>   |
| 3   | ATG probe to be made from stainless steel.  | Check the technical data sheet.   | Whether the material of ATG probe is specified as stainless steel in the product datasheet? Yes / No   |
| 4   | ATG floats to be made from stainless steel/ polyurethane/ nitrofil.   | Check the technical data sheet.   | Whether the material of float is specified as stainless steel/ polyurethane/ nitrofil material in the product datasheet? Yes/No  |
| 5   | Temperature operating range to be 0 to 40° C  | Check the technical data sheet.   | Whether the temperature operating range is specified as 0-40 degrees C or better in the product datasheet? Yes/No  |
| 6   | Product, density and water level measurement to be done by a single probe.  | Physically check the measurement equipment samples.   | Is the requirement being met? Yes / No   |
| 7   | <p>The requirement for Measurement accuracy of the equipment is as follows:</p> <ul style="list-style-type: none"> <li>Product Level : <math>\pm 1</math> mm or better</li> <li>Temperature: <math>\pm 0.5</math> °C or better</li> <li>Water Level : <math>\pm 1</math> mm or better</li> <li>Density: <math>\pm 3</math> kg/ m<sup>3</sup> or better as compared to density measured using hydrometer @ 15 Degree C using ASTM Tables (53B) conforming to Bureau Of India Standard Specification No IS 2796 and IS 1460 for Motor spirit and High Speed Diesel respectively.</li> </ul> | Physically check the measurement equipment samples to verify the accuracy by taking and recording product and water level readings at minimum three different levels for each sample. | <p>All readings to be documented in the separate sheet as per the format below.</p> <p>A. Product level-<br/>console reading:<br/>Dip stick reading:</p> <p>B. Temperature-<br/>console reading:<br/>Thermometer reading:</p> <p>C. Water Level-<br/>console reading:<br/>Dip stick reading:</p> <p>D. Density-<br/>console reading:<br/>Hydrometer reading:</p> <p>Based on the actual readings as specified above, whether the equipment meets the measurement accuracy requirements? Yes/No</p> |
| 8   | Level measurement to start at 300mm (or lower) for product and 25 mm (or lower) for water, from the bottom of the tank.   | Physically check the measurement equipment samples.   | <ul style="list-style-type: none"> <li>Product Level measurement to start at ___mm</li> <li>Water level measurement starts at ___ mm</li> </ul> <p>Based on the actual readings as specified above, whether the equipment meets the requirement? Yes/No</p>  |
| 9   | ATG console to have graphical coloured LCD display with touch screen of minimum 10 cm width and minimum 6 cm height.  | Physically check the console samples to ascertain their type and dimensions.  | <ul style="list-style-type: none"> <li>Is the console <i>touch screen</i> operated? Yes/No</li> <li>Is the display in colour? Yes/No</li> <li>Display width : ___ cms</li> <li>Display height : ___ cms</li> </ul> <p>Based on the information as specified above, whether the equipment meets the requirement? Yes/No</p>   |

| Sr. | Requirement  | Method  | Observation/ Comments/Results of TPI  |
|-----|--|---|---|
| 10  | Information to be displayed on ATG console to include type of product, product level and quantity, water level, temperature & density. | Physically check the console samples to ascertain the information displayed.                  | <ul style="list-style-type: none"> <li>Is the <i>type of product</i> displayed? Yes/ No</li> <li>Is the <i>product level and quantity</i> displayed? Yes /No</li> <li>Is the <i>water level and quantity</i> displayed? Yes/ No</li> <li>Is the <i>temperature</i> reading displayed? Yes/No</li> <li>Is the <i>density</i> reading displayed? Yes/No</li> </ul> Based on the information as specified above, whether the equipment meets the requirement? Yes/No |
| 11  | ATG Console to have at least 1 No RS 232 port, 1 No RJ 45 port and 1 No USB port.  | Physically check the console samples to ascertain the ports provided.                         | <ul style="list-style-type: none"> <li>Number of RS 232 port : ___Nos</li> <li>Number of RJ 45 port : ___Nos</li> <li>Number of USB port: ___Nos</li> </ul> Based on the actual observations as specified above, whether the equipment meets the requirement? Yes/No  |
| 12  | ATG console to have Ingress Protection conforming to IP 30 or better.  | Physically check the valid certificate issued by the competent authority.                     | IP Protection : _____<br>Whether the equipment meets the requirement? Yes/No  |
| 13  | ATG console to give alarms for High & low level of product, high temperature and high level of water level.                            | Physically check the console samples to ascertain the type of alarms.                         | <ul style="list-style-type: none"> <li>Is the High product level alarm operational? Yes/No</li> <li>Is the Low product level alarm operational? Yes/No</li> <li>Is the High temperature level alarm operational? Yes/No</li> <li>Is the High water level alarm operational? Yes/No</li> </ul> Based on the observations as specified above, whether the equipment meets the requirement? Yes/No   |
| 14  | ATG console should be capable of supporting external hooters for alarms through relay contact points                                   | Physically check the console samples to ascertain the capability to support external hooters. | Does the console have relay contact points for supporting external hooters? Yes/No  |

**NOTE:**

- TPIA shall certify a LOT as acceptable only if the samples meet all the requirements as listed in this scope of third Party Inspection for ATG equipments.
- The certificate issued by TPIA should clearly identify the lot by the serial no of equipments from which the samples were drawn for testing. It should also specify the serial nos of the equipments that were drawn as samples.

**(e) REPORT TEMPLATES:**

**Please Note:** All these reports mentioned below are sample reports and shall serve as a template to guide vendor in solution for Reports. However the final reports are to be approved by BPCl and subject to customization.



**FOLLOWING MINIMUM INPUTS MUST BE THERE FOR GENERATING ANY REPORT**

|           |                |   |
|-----------|----------------|---|
| REGION    | <in put field> | NR, ER, SR, WR  |
| TERRITORY | <in put field> | TERRITORY CODE  |
| RO SAP CC | <in put field> | RO IS EASILY SEARCHABLE BY IN PUTTING FEW LETTERS OF NAME |

|  |                                |   |
|--|--------------------------------|---|
| <b>FROM - TO Optional *</b><br>(Where ever applicable) | <b>&lt;calender format&gt;</b> | SOME OTHER REPORTS MAY REQUIRE "AS ON" etc. |
|--|--------------------------------|---|

\*Essentially in the HQ system, with due authorization, user should be able to Generate Reports at RO level /Territory Level/ Regional Level.

**ALL THE OUTPUT REPORTS MUST HAVE FOLLOWING MINIMUM HEADER DETAILS:**

|   |
|---|
| <b>REPORT DESCRIPTION:</b>                                |
| <b>RETAIL OUTLET NAME:</b>                                |
| <b>RO SAP CC:</b>   |
| <b>FROM - TO &lt;Date &amp; Time&gt; (*as applicable)</b> |
| <b>REPORT GENERATED ON: &lt;Date &amp; Time&gt;</b>       |

|                     |                    |
|---------------------|--------------------|
| <b>PRINT OPTION</b> | <b>SAVE OPTION</b> |
|---------------------|--------------------|

**1. WET STOCK MANAGEMENT REPORT:**

*The invoice details from SAP shall be posted directly into the tables. Vendor to maintain two tables with pre-determined fields as required by SAP to post this invoice data. Vendor to support for the integration with SAP.*

*This report shall be generated for all the bulk receipts done in the tanks at the ROs.*

| Invoice Details |                        |                         | Date & Time            |                            |                          | Product Grade      |        | Product Quantity in Litrs |        | Density (kg/m3) |   |                             |                           | Water (Ex. RO) |
|-----------------|------------------------|-------------------------|------------------------|----------------------------|--------------------------|--------------------|--------|---------------------------|--------|-----------------|---|-----------------------------|---------------------------|----------------|
| No (Ex. SAP)    | Date & Time (Ex. SAP)  | Tank Lorry No (Ex. SAP) | Depot Out Ex. SAP      | Decantation start (Ex. RO) | Decantation end (Ex. RO) | Ex. SAP            | Ex. RO | Ex. SAP                   | Ex. RO | Ex. SAP         | Last recorded post decantation (Ex. RO) | Before Decantation (Ex. RO) | Post decantation (Ex. RO) |                |
| 1100407377      | 05-05-2012<br>10:55:56 | DL01M4067               | 05-05-2012<br>14:38:56 | 05-05-2012<br>21:33:16     | 05-05-2012<br>22:02:40   | MS(EURO IV, 5%EeB) | PETROL | 6000                      | 6002   | 741.3           | 740.4                                   | 741.3                       | 741                       | 0              |
| 1102104706      | 02-05-2012<br>16:24:33 | DL03M2749               | 02-05-2012<br>18:22:52 | 02-05-2012<br>22:15:21     | 05-05-2012<br>22:40:43   | HSD (EURO IV)      | HSD    | 9000                      | 8922   | 823.9           | 824.4                                   | 823.9                       | 823.8                     | 0              |

**HOURLY TANK STOCK REPORT:**

*User should be able to generate product wise (all, individual or group wise) report for a day or week (configurable for 7-day period).*

| Hours | Monday   | Tuesday  | Wednesday | Thursday | Friday    | Saturday  | Sunday   | Average  |
|-------|----------|----------|-----------|----------|-----------|-----------|----------|----------|
| 0-1   | 0.00     | 0.00     | 0.00      | 0.00     | 0.00      | 0.00      | 0.00     | 0.00     |
| 1-2   | 0.00     | 0.00     | 0.00      | 0.00     | 0.00      | 0.00      | 0.00     | 0.00     |
| 2-3   | 0.00     | 0.00     | 0.00      | 0.00     | 0.00      | 0.00      | 0.00     | 0.00     |
| 3-4   | 0.00     | 0.00     | 0.00      | 0.00     | 0.00      | 0.00      | 0.00     | 0.00     |
| 4-5   | 0.00     | 0.00     | 0.00      | 0.00     | 0.00      | 0.00      | 0.00     | 0.00     |
| 5-6   | 134.92   | 17.80    | 47.00     | 66.34    | 131.07    | 90.76     | 16.45    | 72.05    |
| 6-7   | 3,653.17 | 2,330.82 | 3,737.47  | 2,227.44 | 4,254.83  | 2,944.98  | 2,383.35 | 3,076.01 |
| 7-8   | 5,965.54 | 4,076.02 | 5,301.47  | 4,203.76 | 6,428.85  | 4,440.22  | 3,536.50 | 4,850.34 |
| 8-9   | 5,539.03 | 5,347.23 | 5,365.36  | 4,425.25 | 6,027.25  | 5,689.99  | 3,613.49 | 5,143.94 |
| 9-10  | 7,291.31 | 7,391.96 | 8,371.96  | 6,067.35 | 8,970.02  | 7,399.72  | 6,006.75 | 7,357.01 |
| 10-11 | 9,141.73 | 7,948.54 | 8,041.65  | 7,068.33 | 11,464.52 | 9,155.55  | 7,377.97 | 8,599.76 |
| 11-12 | 8,561.87 | 8,326.04 | 8,539.71  | 8,307.18 | 10,696.14 | 11,024.27 | 8,418.20 | 9,124.77 |
| 12-13 | 7,932.51 | 6,800.38 | 7,645.77  | 8,184.50 | 9,543.34  | 10,920.69 | 8,196.53 | 8,460.53 |
| 13-14 | 5,960.29 | 6,201.58 | 7,424.47  | 6,259.03 | 10,170.70 | 8,664.82  | 8,275.39 | 7,565.18 |
| 14-15 | 6,766.47 | 5,612.52 | 6,751.45  | 6,119.84 | 8,184.39  | 9,918.13  | 7,217.03 | 7,224.26 |
| 15-16 | 6,957.83 | 5,984.95 | 6,559.28  | 5,695.52 | 8,505.17  | 9,642.38  | 7,051.25 | 7,199.48 |
| 16-17 | 7,423.48 | 5,594.20 | 6,517.86  | 6,474.41 | 8,504.79  | 7,980.81  | 7,062.24 | 7,079.68 |
| 17-18 | 7,333.35 | 6,220.51 | 7,068.52  | 7,566.95 | 9,637.41  | 10,731.70 | 7,281.20 | 7,977.09 |
| 18-19 | 8,847.78 | 6,452.81 | 8,732.03  | 7,629.94 | 10,289.29 | 9,432.37  | 7,338.14 | 8,388.91 |
| 19-20 | 8,376.61 | 7,809.44 | 6,981.94  | 6,863.87 | 10,545.87 | 7,918.49  | 7,473.42 | 7,995.66 |
| 20-21 | 8,441.14 | 6,925.60 | 7,934.75  | 7,005.95 | 10,277.14 | 8,351.10  | 7,243.57 | 8,025.61 |
| 21-22 | 7,183.92 | 5,546.75 | 7,312.39  | 5,771.48 | 8,858.18  | 6,971.77  | 7,164.15 | 6,972.66 |
| 22-23 | 3,931.80 | 3,692.12 | 4,167.96  | 4,882.68 | 6,796.28  | 5,859.95  | 5,538.57 | 4,981.34 |

## 2. INVENTORY REPORT:

The report should indicate the inventory details at different tanks at the RO. The system should enable to generate report on territory and Regional level also. In which case the inventories should be product wise consolidated for all the ROs under the territory or Region.

| INVENTORY REPORT |              |                     |              |                                  |              |                                |
|------------------|--------------|---------------------|--------------|----------------------------------|--------------|--------------------------------|
| Region :- West   |              | Territory :- Goa    |              | Site :- MOHIDIN AUTO CARE CENTRE |              | <a href="#">Back to Search</a> |
| Tank No          | Product Name | Tank Capacity (ltr) | Volume (ltr) | Capture Date                     | Capture Time |                                |
| 2                | DIESEL 1     | 21000               | 12396.63     | 26/06/2013                       | 13:24        |                                |
| 3                | PETROL       | 21000               | 14296.38     | 26/06/2013                       | 13:24        |                                |
| 4                | DIESEL 2     | 15000               | 9754.64      | 26/06/2013                       | 13:24        |                                |

## 3. POWER OUTRAGE REPORT:

The report should be generated for RO, Territory or Region

| POWER OUTAGE REPORT |                |                           |                            |                                |                        |                                |
|---------------------|----------------|---------------------------|----------------------------|--------------------------------|------------------------|--------------------------------|
| Region :- ALL       |                | Territory :- ALL          |                            | Site :- ALL                    |                        | <a href="#">Back to Search</a> |
| Region Name         | Territory Name | Site Name                 | Power OFF duration(in min) | Max Power OFF duration(in min) | No of Times Power Trip |                                |
| West                | Goa            | S N Burye Service Station | 63                         | 17                             | 7                      |                                |
|                     |                | Territory Total           |                            |                                |                        |                                |
|                     | Goa            |                           | 63                         | 17                             | 7                      |                                |
|                     |                | Region Total              |                            |                                |                        |                                |
| West                |                |                           | 63                         | 17                             | 7                      |                                |

## 4. ALARM HISTORY REPORT:

The report should be generated for RO, Territory or Region. The report should have filtering based on the alerts available in the system while generating the report.



# ALARM HISTORY REPORT



संयोजित रिपोर्ट

Period Of Report : Sunday, June 16, 2013 to Wednesday, June 26, 2013

Wednesday, June 26, 2013 2:20 PM

Region -: West

Territory -: Goa

Site -: ALL

[Back to Search](#)

| Region Name | Territory Name | Site Name                | Alarm Desc                   | No of Times Event Occur |
|-------------|----------------|--------------------------|------------------------------|-------------------------|
| West        | Goa            | Athrava Fuel Station     | Tank Delivery Needed Warning | 2                       |
|             |                |                          | Tank Low Product Alarm       | 1                       |
|             |                | MOHIDIN AUTO CARE CENTRE | Tank Overfill Alarm          | 3                       |

## ANNEXURE-II: BID QUALIFICATION CRITERION

### a) ESTABLISHED ATG MANUFACTURER:

The bidder should be a manufacturer of Automatic Tank Gauging (ATG) system of magneto-restrictive type and having density functionality.

#### DOCUMENTS REQUIRED:

- i. Evidence like Excise registration/License, Factory license, EN or UL or FM or FCC certification or certificate from local chamber of commerce or ISO certificate or any other document to prove the above criteria.
- ii. The certificate from approved TPIA (LRIS / IRS / DNV / EIL / GLISPL / ICSPL / SGS / Tata Projects / PDIL / Intertek / RITES / MECON) verifying and confirming the documents mentioned above and certifying that the vendor is a manufacturer of ATG system of magneto-restrictive type having density functionality.

**In case bidder is a Group Company of a Multi National engaged in manufacturing of ATG systems then credential of parent/Group companies shall be considered to establish that the bidder is the manufacturer of requisite type of ATG systems. (Consortium bidding is not permitted)**

Group companies are defined as parent company and all their subsidiaries. Subsidiaries are as those companies in which the parent company holds 51% or more of the equity share capital.

### b) ATG SUPPLYING CAPACITY:

Bidder or their group companies should have supplied a minimum of **1950** nos Automatic Tank Gauging (ATG) probe suitable for Petroleum Retail Outlets anywhere in the world, in any continuous 12 months period during the last 5 years.

In case bidder is a Group Company of a Multi National ATG manufacturing Company then credential of parent / Group companies shall be considered to establish the supplying capacity.

Group companies are defined as parent company and all their subsidiaries. Subsidiaries are as those companies in which the parent company holds 51% or more of the equity share capital.

#### DOCUMENTS REQUIRED:

List of invoices of any continuous 12 months period issued by the bidder in the last 5 years from the due date of bid submission, totaling to at least 1950 ATG probes. Information should be provided in the following format:

| Sr. | Invoice No. | Invoice Date | Quantity Supplied (nos.) | Sold-to-Party | Purchase order no. issued by the buyer, if any |
|-----|-------------|--------------|--------------------------|---------------|--|
|     |             |              |                          |               |  |

The afore-mentioned list should be certified as **“List verified against the original documents and found true. Invoices clearly indicate that equipment is manufactured by the bidder”** by a chartered accountant or an approved TPIA (LRIS / IRS / DNV / EIL / GLISPL / ICSPL / SGS / Tata Projects / PDIL / Intertek / RITES / MECON) after verifying and confirming the original documents listed therein.

If the data submitted includes supplies made by group companies, a certificate from the Statutory Auditor of the parent Company certifying that the parent company holds 51% or more of the equity share capital in all such group companies.

### c) VENDOR LISTED IN ANY STOCK EXCHANGE:

The vendor or its parent company should be a listed company on any stock exchange anywhere in the world as on due date of tender.

Parent company is defined as the company that holds 51% or more of the equity share capital in the subsidiary company.

**DOCUMENTS REQUIRED:**

- i. Documentary evidence (including screen shot of the relevant page of the web-site of the stock exchange) that vendor or its parent company is a listed company.
- ii. If the bid is from a subsidiary company that is not listed and only its parent company is listed, a certificate from the Statutory Auditor of the parent company certifying that the parent company holds 51% or more of the equity share capital in the subsidiary company.

**d) FINANCIAL CAPACITY:**

- i. The bidder or its parent company should have achieved a minimum average Annual financial turnover of INR 71 million (or equivalent in any other foreign currency) as per the Audited Profit and Loss Account statements, in the last three accounting years prior to due date of bid submission. (Exchange rate of the last date of the respective financial year will be taken to convert the turnover into INR)
- ii. Net worth of the bidder or its parent company should be positive in the last financial year. Net worth is defined as SHARE CAPITAL + RESERVES & SURPLUS.

Parent company is defined as the company that holds 51% or more of the equity share capital in the subsidiary company.

**DOCUMENTS REQUIRED:**

- i. Audited Balance Sheets and Profit & Loss accounts of the bidder's company or its parent company (as applicable) for the previous three accounting years prior to the due date of bid submission.
- ii. If the financial statements of the parent company are submitted, a certificate from the Statutory Auditor of the parent company certifying that the parent company holds 51% or more of the equity share capital in the subsidiary company.

**e) STATUTORY APPROVALS:**

The equipment offered should have approval (valid as on the due date of the tender) from Petroleum & Explosive Safety Organization (formerly Chief Controller of Explosives, Govt. of India) as intrinsically safe equipment.

**DOCUMENT REQUIRED:**

PESO approval for the equipment.

**f) TIE-UP WITH SERVICE PROVIDER/PARTNER**

Bidder should have a tie up or a part of Group Company for the service provider/partner in India. Also his Indian service provider/partner(s) should have prior experience of installing and supporting Electrical / Electronic / Instrumentation equipment in of Petroleum Installation(s), including Retail Outlets.

**DOCUMENT REQUIRED:**

- i. Documentary evidence in the form of appropriate document to prove that bidder has a tie up or a group company for service provider in India. The tie up shall be minimum one year prior to date of advertisement.
- ii. Declaration that the service provider/partner has the prior experience of installing and supporting Electrical/Electronic/Instrumentation equipment in of Petroleum Installation(s), including Retail Outlets

**g) PAST PERFORMANCE :**

Bidders should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOP&NG debaring them from carrying on business dealings with the BPCL/ MOP&NG or serving a banning order by another Oil PSE. If this declaration is found to be false, BPCL shall have the right to reject bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

**DOCUMENTS REQUIRED:**

A declaration by bidder indicating that they are not on holiday list by BPCL / MOP&NG or another Oil PSUs as on due date of bid submission anywhere in the country.

## **ANNEXURE-III: GENERAL PURCHASE CONDITIONS**

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

### **BHARAT PETROLEUM CORPORATION LIMITED**

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

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



## **GENERAL PURCHASE CONDITIONS:**

### **1. DEFINITIONS:**

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

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

### **2. REFERENCE FOR DOCUMENTATION:**

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

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

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

### **4. LANGUAGE:**

The Bid, all supporting documentation, and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only.

### **5. PRICE:**

Unless otherwise agreed to the terms of the RFQ, price shall be: Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.

### **6. TAXES AND DUTIES:**

All vendors shall have VAT/ CST/GST/Service tax registration in the concerned State and vendor shall quote their TIN number in the quotation.

#### 6.1. EXCISE DUTY:

- 6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor(s) account.
- 6.1.2. In case Excise Duty is not applicable at present: Excise duty due to change in turnover is not payable. If applicable in future, the same will be borne by vendor.
- 6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.

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

## 6.2. SALES TAX / VAT/GST:

- 6.2.1. Sales Tax as applicable at the time of delivery within scheduled delivery period will be Payable by BPCL. Vendor shall give details of local sales tax and/or central sales tax currently applicable in their offer. The rates applicable for **CST without form C**, **CST with form C** and **VAT** shall be clearly indicated.
- 6.2.2. Input VAT Credit may be claimed by BPCL, wherever applicable. Vendor shall submit the TAX invoice.

- 6.3 Service Tax: All vendors shall have service tax registration wherever applicable. BPCL may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall submit the TAX invoice. Vendor is required to furnish serially numbered and signed invoice / bill / challan containing the following details:

Name, address and registration number of the service provider

Name and address of person receiving taxable service

Description, classification and value of taxable service provided

Service Tax Payable

## 6.4 FREIGHT AND OCTROI:

- 6.4.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.
- 6.4.2. Octroi and entry taxes, if any, shall be invoiced separately and shall be re-imbursed by BPCL at actual after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

## 6.5. NEW STATUTORY LEVIES:

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

## 6.6 Variation in Taxes/ Duties

Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL(s) account. Any upward variation in statutory levies after contractual delivery date shall be to vendor(s) account.

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

a) Name of Vendor (assessee):

b) Status (Individual, Company, firm etc.) of assessee:

- c) Nationality (in case of individual):
- d) Country or specified territory of incorporation or registration (in case of others):
- e) Assessee(s) tax identification number in the country or specified territory of residence or in case of such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory:
- f) Residential status for the purpose of tax:
- g) Period for which the certificate is applicable:
- h) Address of the applicant for the period for which the certificate is applicable:

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

## **7. INSPECTION:**

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor(s) responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ULIPL/RITES LTD/ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant Standards/scope of inspection provided along with the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL(s) representative(s) to witness the tests/ inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor(s) responsibility shall also not be anyway reduced or discharged because BPCL or BPCL(s) representative(s) or Inspector(s) shall have examined, commented on the Vendor(s) drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

## **8. SHIPPING:**

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

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

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Government of India

Consignee: Bharat Petroleum Corporation Ltd.

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

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

TRANSMISSION OF SHIPPING DOCUMENTS:

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

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

|   |                          |
|---|--------------------------|
| Documents                                   | BPCL (Mumbai)            |
| Bill of Lading                              | 4 (including 1 original) |
| Invoice                                     | 4                        |
| Packing List                                | 4                        |
| Freight Memo                                | 4                        |
| Country of Origin Certificate               | 4                        |
| Third party inspection certificate          | 4                        |
| Drawing                                     | 4                        |
| Catalogue                                   | 4                        |
| Invoice of Third Party                      | 4                        |
| For inspection charges whenever applicable. |                          |

9. **INDIAN AGENT COMMISSION:**

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

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

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

**11. CONFIRMATION OF ORDER:**

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

**12. PAYMENT TERMS:**

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

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

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

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

**13. GUARANTEE / WARRANTY:**

13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/ warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.

13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL(s) concerned location at vendor(s) risk and cost on due notice.

13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on **Freight to Pay** basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on **Freight Paid** basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor(s) risk, cost and responsibility.

13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

#### 14. PERFORMANCE BANK GUARANTEE:

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

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

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

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

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

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

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

#### 15. PACKING & MARKING:

##### 15.1 PACKING:

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

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

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

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

- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words **HANDLE WITH CARE GLASS FRAGILE, DONOT ROLL THIS END UP. THIS END DOWN**, to be indicated by arrow.

- 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.
- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

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

- 15.1.8 All delicate surface on equipment/materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.
- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes, openings, and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

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

- 15.1.12 wherever required, equipment/ materials instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.
- 15.1.13 Pipes shall be packed as under:
- a. Upto 50mm NB in wooden cases/ crates.
  - b. Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
  - c. Above 100mm NB in loose.
- 15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.
- 15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before Packing. In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.
- 15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.





- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be dispatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.
- 17. UNLOADING AND STACKING:**  
Unloading and stacking will be arranged by BPCL. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action.
- 18. TRANSIT INSURANCE:**  
Unless otherwise mentioned,
- 18.1. Transit Insurance shall be covered by the Vendor.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner(s) marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier(s) responsibility is fully retained on the Carriers so that the consignee(s) interests are fully secured and are in no way jeopardized.
- 18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor(s) risk.
- 18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Ltd., (with detailed address as given in Special Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.
- 19 VALIDITY OF OFFER:**  
The rates quoted against this tender shall be valid for a period of 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.
- 20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:**
- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.

- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:
- 20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner(s) premises shall be considered for calculation of price reduction for F.O.R destination contract.

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

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

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

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

**21. RISK PURCHASE CLAUSE:**

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

**22. FORCE MAJEURE CLAUSE:**

**(A) Definition:**

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

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

**(B) Notice and Reporting:**

- i. The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify BPCL in writing of such event of Force Majeure and provide the following information:
  - (a) Reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
  - (b) Such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and
  - (c) All relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.
- ii. The Vendor shall, throughout the period during which it is prevented from performing, or **delayed in the performance of, its obligations under this Agreement, upon request, give or** procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

**(C) Mitigation Responsibility:**

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

**(D) Consequences of Force Majeure:**

Provided that the Vendor has complied and continues to comply with the obligations of this Clause and subject to the further provisions:

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

**(E) Force Majeure Events Exceeding 60 Days**

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

**23. ARBITRATION CLAUSE:**

- 23.1. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director (Marketing) / Director (HR) / Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.
- 23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.

- 23.4. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.
- 23.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- 23.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone.
- 24. INTEGRITY PACT (IP):**  
Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor(s) failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.
- 25. RECOVERY OF SUMS DUE:**  
Whenever, any claim against vendor for payment of a sum of money arises out of or under the contract, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to BPCL on demand the balance remaining due.
- 26. CONFIDENTIALITY OF TECHNICAL INFORMATION:**  
Drawing, specifications and details shall be the property of the BPCL and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of BPCL. The Vendor shall not disclose the technical information furnished to or organized by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the vendor by BPCL shall at all time remain the absolute property of BPCL. Imparting of any confidential information by the Vendor will be breach of contract.
- 27. PATENTS & ROYALTIES:**  
The vendor shall fully indemnify BPCL and users of materials specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any materials supplied or any arrangement, system or method of using, fixing or working used by the vendor. In the event of any claim or demand being made or action sought against BPCL in respect of any of the aforesaid matter, the vendor shall be notified thereof immediately and the vendor shall at his/its own expense with (if necessary) the assistance of BPCL (whose all expense shall be reimbursed by the vendor) conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.
- 28. LIABILITY CLAUSE:**  
In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen(s) Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendor(s) workmen or employees shall under no circumstances be deemed to be in owner(s) employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner(s) premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.
- 29. COMPLIANCE OF REGULATIONS:**

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

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

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

**31. NON-WAIVER:**

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

**32. NEW & UNUSED MATERIAL:**

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

**33. PURCHASE PREFERENCE CLAUSE:**

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

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

**34. CANCELLATION:**

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

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

34.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

**35. ANTI -COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:**

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

**36. ASSIGNMENT:**

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

**37. GOVERNING LAW:**

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

**38. AMENDMENT:**

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

**39. SPECIAL PURCHASE CONDITIONS:**

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

**40. NOTICES:**

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

**41. POLICY ON HOLIDAY LISTING:**

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

**BPCL**

Central Procurement Organization (CPO),  
A-Installation, Sewree Fort Road,  
Sewree (East), Mumbai-400 015

**VENDOR**

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

**PERFORMANCE BANK GUARANTEE**

(On Non-judicial paper for appropriate value)

To,  
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

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

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

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

- ii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- iii. This Guarantee /Undertaking shall not be determined by the liquidation or winding up ordissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- iv. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee / Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever

by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

- v. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:



## **ANNEXURE-IV: SPECIAL PURCHASE CONDITIONS**

1. **VALIDITY OF THE OFFER:** Offer should remain valid for at least 120 days from the due date.

2. **CURRENCY:**

Foreign vendors can quote in USD, Euro for the cost of equipment. However, Indian vendors can quote in Indian rupees only. Installation and commissioning cost can be quoted in Indian Rupees only irrespective of whether vendor is Indian or foreign.

For the purpose of tender evaluation, BC selling rate of the State Bank Of India as on the date of opening of price bid shall be considered as the currency exchange rate.

3. **ORDERS ON FOREIGN VENDORS:**

BPCL shall be at liberty to place order on FCA / FOB / CFR or CPT basis (FCA/ FOB basis and freight to collect basis wherever applicable through our Freight Consolidation Services). In the event of placing the order on FCA / FOB basis all pre shipment and post shipment charges at the country of export shall be to vendor's account which would include HAWB charges, airport transfer fee, handling charges, loading unloading charges, security fee if any, export fee and any other charges applicable at the load port. Shipment details should be informed by telex / fax and copy of non- negotiable documents to be forwarded by courier for arranging insurance.

In case of FOB Shipments the details of the Forwarding agents shall be furnished in the Rate Contract.

In case of CFR shipments, the NOC from Ministry of Surface Transport, Govt of India shall be provided.

Import clearance will be under vendor's scope.

4. **NAMES AND ADDRESSES OF FORWARDING AGENTS:**

The details shall be furnished in the purchase order placed on the successful vendor.

5. **SITE / LOCATION:**

Both foreign vendors and Indian vendors shall arrange to deliver material at BPCL warehouses as per address given in clause 5 below.

The information about the location of Retail Outlets where equipment would have to be installed and commissioned shall be provided to the vendor or his subsidiary/agent/service partner at the time of giving the installation plan.

6. **ADDRESS OF THE CONSIGNEE:**

The address of the consignee for the purpose of supply of ATG Equipment shall be as follows:

i. **Sewree warehouse - Mumbai:**

Warehouse Manager I/C, Central Procurement Organization (M), Bharat Petroleum Corporation Limited, A-Installation, Sewree-Fort Road, Sewree, **Mumbai-400015, Maharashtra, India.**

ii. **Tondiarpeth warehouse - Chennai:**

Warehouse Manager I/C, Central Procurement Organization (M), Bharat Petroleum Corporation Limited, Tondiarpet Installation, Chennai, Tamilnadu, India.

iii. **Budge Budge warehouse, Kolkata:**

Warehouse Manager I/C, Central Procurement Organization (M), 2 Graham Road, Budge-Budge 743319, Dist: 24, Paraganas, West Bengal

iv. **Loni warehouse - Delhi:**

Warehouse Manager I/C, Central Procurement Organization (M), Bharat Petroleum Corporation Limited, Loni Warehouse, Ghaziabad, Uttar Pradesh, India.

7. **INSPECTION:**

First and foremost, BPCL shall check & verify the integration of the proposed ATG system with its existing Automation application at Retail Outlets with the help of the simulator and associated documents provided by the vendor.

In case BPCL so desires, **Factory Acceptance Test (FAT)** of the equipments shall be carried out by BPCL team (at their cost) before giving a go-ahead for order quantity. In that case, the vendor shall have to arrange for the inspection of Material within one month of the date of communication from BPCL in this regard.

After clearance of **FAT** (if carried out by BPCL), Vendor will be responsible for **proving** that the hardware & software solution being provided by him is operating in field conditions including compatibility and integration with our Automation application, by giving live demonstration at least two sites. Providing hardware, software, networking interface in central server (if provided by BPCL) and supplying external CDMA & GPRS type modems for these sites shall be within scope of vendor. BPCL shall issue **Solution Acceptance Test (SAT)** upon the successful demonstration of the complete ATG solution (includes both hardware & software).

Materials shall be inspected by BPCL approved third party inspection agency as per the "Scope of third party inspection for ATG equipments" given in Annexure I, before dispatch of materials against the call offs placed from time to time.

#### **8. PRICE:**

- BPCL reserves the right to increase or decrease the tendered quantity and payment shall be made as per actual measurements.
- If the price for Belden cable is quoted in foreign currency, then it shall be converted in Indian currency as per the BC selling rate declared by SBI as on date of placing the call-off for ATG equipment. This rate for Belden cable shall be applicable for broadly the same number of installations for which call-off has been placed. Accordingly, the payment for the cable shall be done as per the actual measurement.

#### **9. CALL OFFS:**

- Based on the actual requirements, BPC will be placing the call-offs (also called PO or allocations) from time to time.
- Call offs for the supply of equipment shall be raised by Central Procurement Organization (M), Sewree. The size of each call-off would vary from 300-325 Nos. ATG systems. The indicative figure of the number of call-offs per destination port is as follows:

- Loni (Delhi) : 2 -nos.
- Tondiarpeth (Chennai) : 2 -nos.
- Sewree (Mumbai) : 3 -nos.
- Budge Budge(Kolkata) : 1 -nos

More than one call-off can be placed simultaneously. The afore-mentioned figures are only indicative and payment would be done based on the actual number of call-offs placed.

#### **10. PAYMENT TERMS:**

- No advances will be paid to the vendor by BPCL
- For Foreign vendors, 100% payment for ATG equipment for which call-off has been placed shall be made in their quoted currency. This payment shall be released only against submission of Performance bank Guarantee.
- Payment to Indian Vendors (for supply, Installation and commissioning including providing and laying Belden cable) or vendor's authorized Indian Service provider (for Installation and commissioning including providing and laying Belden cable) shall be made in Indian Rupees within 30 days after the receipt of all bills/ invoices duly certified by BPCL, along with requisite completion certificates. Completion certificates for individual site must be obtained by vendor or his Indian service partner as a proof of completion of installation, commissioning and training at site and must be submitted along with the invoices.

- Payment for supply of equipment shall be made in the quoted currency by Central Procurement Organization (M), Sewree.
- Payment for Installation and commissioning (including supply of Beldon cable) shall be made in Indian Rupees by respective Territory offices/Regions.

#### **11. GUARANTEE / WARRANTY:**

Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a **period of 2-years from the date of supply of last lot of ATG systems under this contract**. Guarantee for replacement of material / accessories should be provided free of charges at our premises for all the units in that lot (s). The above guarantee will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.

The warranty support, as detailed in SLA ANNEXURE VIII, shall cover any defect that may occur/ appear in the work carried out under the defect liability period/warranty of **2 years from the date of supply of last lot of ATG systems under this contract**.

#### **12. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:**

- Based on the actual requirements, BPC shall be placing the call-offs (also called PO) from time to time on the vendor for supply of equipment. The date of Delivery for the purpose of supply of equipment shall be 6 weeks from the date of Letter of Credit (L/C) or the date of L/C amendment because of Buyer's fault in case of foreign vendors and 6 weeks from the date of call off in case of Indian vendors, as defined in clause 20.3.1 of General Purchase Conditions.
- The date of Delivery for the purpose of installation and commissioning of equipment at any RO shall be one month of receipt of material at that RO or date of site readiness whichever is later.
- The vendor and/or his Indian service partner must properly maintain the Automatic Tank Gauging System and ensure that it is up and running. For any downtime beyond the permissible limit of 2% at any RO, a penalty Rs.500 per day per Retail Outlet for failures including partial failures calculated over a year by BPCL's online system BROMA shall be imposed.

#### **13. COMPLIANCE OF REGULATIONS:**

In case BPCL so desires, vendor shall have to register himself with Director of Legal Metrology, New Delhi, India, as a manufacturer/importer of the ATG equipment as well as obtain requisite license for its installation and maintenance from Legal Metrology.

#### **14. CUSTOM CLEARANCE:**

It may be noted that vendor shall carry out custom clearing at ports and accordingly quote for the same. There shall be no capping on custom clearing charges and vendor may quote any rate in % of CIF in INR. However, BPCL reserves the right to get the clearance done through their empanelled clearance agent.

The successful bidder will arrange dispatch of ATGs to the respective Sea Port in case order is placed on CFR Basis. Further, the vendor shall also carry out the clearance of the consignment at the respective ports and deliver at warehouses situated at Delhi (NR)/Kolkata (ER)/Chennai (SR) & Mumbai (WR). BPCL shall provide all the relevant documents to the vendor for carrying out the clearance activity including payment of custom duty. All the charges, except customs, shall be payable by the vendor. Also, the vendor shall ensure clearing of the consignment without demurrage and detention. Unloading at BPCL warehouse is also under the scope of the bidder.

Bidders can quote the custom clearing charges in % of CIF under the head "clearing charges" in the price bid. Bidder shall also quote the applicable GST rate and SAC code.

#### **15. Policy for Purchase preference linked to local content**

Under this policy the bidders are allowed to avail the purchase preference linked with attaining the stipulated local content. In order to avail the purchase preference under this policy bidder shall achieve minimum local content (LC) of 20% (to be specified from table attached with policy). The policy shall be implemented in the following manner.

- a) In case the lowest (L1) bidders meet the stipulated LC criteria, the bidders shall be awarded to such bidder.
- b) In case none of the bidders meet the stipulated LC criteria, the order shall be awarded to lowest bidder
- c) In the case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated prices band of (+) 10% of the lowest bidders evaluated price, shall be given opportunity to supply 50% of requirement by matching the lowest bidders evaluated price. However, if 50% quantity works out of fraction of quantity, the bidders shall be considered for next higher quantity. In case the quantity can not be split, the order shall be placed with entire quantity.
- d) In case there are more than one bidder within the price band of (+) 10% of the lowest bidders evaluated price, they shall be ranked in ascending order of their evaluated price. The opportunity of matching the price shall be according starting the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.
- e) In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded to job.
- f) The option in case of MSE bidders qualifying under both policies, namely, Purchase Preference under the Public Procurement Policy – 2012 (PPP – 2012) from MSE bidders and Purchase Preference Linked with Local Content (PP-LC 2017) shall exercised under :
  - i) The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e. PP-LC2017 or PPP-2012 and therefore, bidder will be required to furnish the option under which he desired to avail purchase preference. This option must be declared within the offer and in the case bidder fails to do so although he is eligible for the both policies, his offer would be evaluated considering PPP-2012 as the default chosen option. In case a MSE opts for preference under PPP-2012, he shall not be eligible to claim benefit under PP-LC 2017 (irrespective of the fact whether he furnishes the detail of LC in his and this LC meets the stipulated LC criteria).
  - ii) In case a MSE bidder opts for purchase preference based on PP-LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However, the exemption from furnishing bidding document fee and bid security shall counting to be available to such a bidder.
- g) In view of the above, the bidders quoted price against various items of inquiry shall remain valid even in case of splitting of quantities of the items, except in the case of the items where the quantity cannot be split since these will be awarded in a lot or as a package or Group.
- h) While evaluating the bids, for price matching opportunities and distribution of quantities among the bidders, the order of precedence shall be as under:
  - MSE bidder (PPP-2012)
  - PP-LC complied bidder(PP-LC)

#### Examples of Purchase Preference

##### Non divisible Items

L1 bidder in non MSE, NON PP-LC bidder

L2 bidder is PPC-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder match the L1 price, order shall be placed on him, otherwise option for matching the L1 price shall be given to L2 bidder (PP-LC)

##### Divisible Items

L1 bidder is non MSE, non PP-LC bidder

L2 Bidder is PPC-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price order shall be placed on him for the quantity specified in the bidding document. For the balance quantity (i.e. 50% of tendered quantity / value) option for matching the L1 price shall be given to L2 bidder (PP-LC) Balance quantity shall be awarded to natural lowest bidder.

For further clarification, in case an item has quantity 4 nos. then 1 no. can be given to MSE bidders, 2 to PP-LC bidder and left out 01 no. to natural L1 bidder.

1. In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying local content.
2. In case lowest bidder is a PP-LC bidder purchase preference shall be restored to MSE bidders as per provision specified in the enquiry document w.r.t. PPP-2012 only.
3. Certification of Local Content

Manufacturing of goods and/or providers of services, seeking Purchase Preference under the policy, shall be obliged to certify the LC of goods, services or EPC contracts as under:

At bidding stage

Bidder shall furnish the percentage of the local content, taking into account the factors and criteria listed out in the policy. These details shall be required only aggregate level like supply value, transport value and other head given in the price schedule.

The bidder claiming the PP-LC benefit shall be required to furnish an undertaking on bidder's letterhead confirming his meeting the Local Content and this undertaking shall be certified as under:

- Where the total quoted value is less than INR 5 Crore: The LC content shall be self assessed and certified by the authorized signatory of the bidder signing the bid.
- Where the total quoted value is INR 5 crore or above,
  - I) The proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm
  - II) Any one of the partners and an independent Chartered Accountant, not being an employee of the firm in the case of partnership firm.
  - III) Statutory auditors in case of the company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent Chartered Accountant, not being an employee of the bidders organization.

Note:

1. Sample formats for calculation of LC are enclosed as Appendix I, II, & III (specify relevant appendix for calculation of the local content by the bidder).
2. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost product. The whole cost of product shall be constituted of the cost spent for the production of the goods, covering: direct component (material) cost; direct manpower cost; factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
3. However, LC of services shall be calculated on the basis of the ratio of services cost of domestic component in services to the total cost of services: a) cost of component (material) which is used; b) manpower and consultant cost; cost of working equipment/facility; c) general service cost, excluding profit, company overhead cost, taxes and duties.

*The onus of submission of appropriately certified documents lies with the bidder and purchaser shall not have any liability to verify the contents and will not be responsible for the same*

*However, in case of the procuring company has any reason to doubt the authenticity of the local content, it reserved the right to obtain the complete backup calculation before award of the work failing which the bid shall be rejected.*

After award of contract:

- Where the estimated value is less than INR 5 Crore:  
The LC Certificate shall be submitted along with each invoice duly self certified by the authorized signatory of the bidder
- Estimated value is INR 5 Crore above

Supplier shall provide the necessary local content documentation to the statutory auditor, who shall review and determine that local content requirement have been met, and issue a local content certificate to that effect on behalf of procurement company, stating the percentage of local content in the goods of services measured.

*However, procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain the complete back up calculation before award of work failing which the bid shall be rejected and appropriate action may be initiated against the bidder*

Failure of bidder in complying with the local content post award

In case a bidder, who has specified in his bid that the bid meets the meet minimum Local Content specified in the enquiry document, fails to achieve the same, the following action shall be taken by the procuring company:

- a. Pre-determined penalty @10% of total contract value
- b. Banning business with the supplier/contractor for a period of one year.

To ensure the recovery of above pre-determined penalty, payment against dispatch shipping document shall be modified to the extent that the 10% payment out if this milestone payment shall be released after competition of this milestone as well as submission of certification towards achievement of local content as per provision of enquiry document. Alternatively, this payment can be release against submission of additional bank guarantee valid till completion schedule, plus 3 months or as required by purchasing company.

Purchase Preference in case where Negotiation is also required

In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder negotiation shall be carried out. MSE and / or LC complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 10% as compared to L1 bidder provided they within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provision of enquiry document shall be awarded to that bidder.

**LC of Goods**

**Table: CALCULATION OF LOCAL CONTENT – GOODS**

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

**Note:**

$$\% \text{ LC Goods} = \frac{\text{Total cost (IVc)} - \text{Total component cost (IVb)}}{\text{Total Cost (IV.c)}} \times 100$$

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

## 16. ARBITRATION CLAUSE

*“Any dispute or difference whatsoever arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, application, meaning, scope, operation or effect or termination there, shall be referred to and finally resolved by arbitration by a Sole Arbitrator, who will be appointed by Director (Marketing) BPCL and such proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 for the time being in force or as amended from time to time. The award made in pursuance thereof shall be final and binding on the parties.*

*The parties hereby agree that the Courts in the city of \_\_\_\_\_ alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by Sole Arbitrator hereunder shall be filed ( if so required) in the concerned Courts in the city if \_\_\_\_\_ only. The arbitration shall be conducted in English language.”*

17. In case of a conflict between the clauses, terms and conditions of General Purchase Conditions and Special Purchase condition, the clauses, terms and conditions of Special Purchase Condition will have an overriding effect over General Purchase Conditions and the same shall be applicable.
18. **It may be noted that retention money in lieu of PBG clause is not valid anymore . Accordingly , the successful vendor shall have to submit the PBG necessarily.**

## ANNEXURE-V: GENERAL INSTRUCTIONS TO VENDORS FOR E-TENDERING

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocare.gov.in>) or from the e-tendering website (<https://bpacleproc.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://bpacleproc.in>.
2. For registration on the e-tender site <https://bpacleproc.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@bpacleproc.in](mailto:vendoradmin@bpacleproc.in) with a copy to [support@bpacleproc.in](mailto:support@bpacleproc.in) for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Limited, Ahmedabad (Contact no. Tel: +91 79 4001 6816 | 6848 | 6844 | 6868 & Tel: +91 22 65354113 | 65595111) for obtaining the digital signature certificate.

4. Corrigendum/ amendment, if any, shall be notified on the site <https://bpacleproc.in>. In case any corrigendum/ amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - (a) Vendors are advised to log on to the website (<https://bpacleproc.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/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
  - (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.
7. For tenders whose estimated procurement value is more than Rs. 10-Lacs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
8. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
9. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.
10. **REFERENCE FOR DOCUMENTATION:**
- a. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.
- b. After finalization of Rate Contract / Purchase Order, the number and date of Rate Contract/Purchase Order must appear on all correspondence, invoices and on any documents or papers connected with this order.
11. **RIGHT OF CORPORATION TO ACCEPT OR REJECT TENDER:**  
The right to accept the tender will rest with the corporation.
12. **LANGUAGE OF BID:**  
The Bid and all supporting documentation and all correspondence exchanged by bidder and Corporation, shall be written in English language only.
13. Singular and Plural: In these tender 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.
14. Techno-commercial bid (consisting of all the attached tender documents, Techno-commercial Form and Declaration Form) and Price bid as well as the Integrity Pact duly signed, witnessed and uploaded (as mentioned in clause (16) below) shall form the part of the tender. **Both the techno-commercial bid and the price bid will be online only.** Only **EMD** is exception to this rule, which will have **to be submitted in envelope.**
15. Bidders are requested to accept the **Integrity Pact (IP)** document by signing it. This document is essential & binding. Bidder’s failure to accept the IP document shall result in the bid not being considered for further evaluation.
16. All the supporting documents should be legible and duly signed, stamped and attested by the authorized signatory as specified in clause (13) below, before uploading them online.
17. Techno-commercial bid and price bid shall be required to be digitally signed with a class IIB or above digital signature by the authorised signatory. **The authorized signatory shall be:**

- (a) Proprietor in case of proprietary concern.
- (b) Authorised partner in case of partnership firm.
- (c) Director, in case of a limited Company, duly authorized by its board of directors to sign.

If for any reason, the proprietor or the authorised partner or director as the case may be are unable to sign the document, the said document should be signed by the constituted attorney having full authority to sign the tender document and copy of such authority letter as also the power of attorney, duly signed in the presence of a Notary public should be submitted online with the bid.

**18. Bidder to Obtain His Own Information:**

The 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 bidder shall be deemed to have examined the tender 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 bidder from executing the work comprised in the contract according to the Specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of materials and labour 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.

Any neglect or failure on the part of the 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.

No verbal agreement or inference from conversation with any officer or employee of the owner either before or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein contained.

**19. EARNEST MONEY DEPOSIT (EMD):**

- a) The vendor shall submit an interest-free Earnest Money Deposit of **INR 7.5 lakh (Rupees seven lakhs fifty thousands)** by crossed account payee **Demand Draft** drawn on any nationalised/ scheduled bank in favour of **“BHARAT PETROLEUM CORPORATION LTD”** payable at **Mumbai**.
- b) EMD should be submitted in **physical form** in a sealed cover addressed to **Procurement Leader (CPO) - Group IV**, boldly super-scribed on the outer cover –
  - CRFQ number
  - Item
  - Closing date/Time
  - Name of the tenderer

It should be dropped in the tender box or sent by Registered Post/Courier to the following address so as to reach on or before the due date & time of submission of the commercial bid:

**Central Procurement Organization (CPO),  
A-Installation, Sewree Fort Road,  
Sewree, Mumbai-400015**

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

- c) Cheques, cash, Money Orders, Fixed deposit Receipts, Bank guarantees etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.
- d) **Foreign Bidders:** The foreign bidders should submit the equivalent amount of Rs.7,50,000/- (Rs. 7.50 Lacs only considering Bill Selling Rates published in Economic Time dated the date of floating/release of tender in the press.

e) The amount should reach BPCL at the following bank details:

|                  |                                      |
|------------------|--------------------------------------|
| Beneficiary Name | Bharat Petroleum Corporation Limited |
| Bank Name        | Standard Chartered Bank              |
| Branch Address   | 90, M G Road, Fort, Mumbai-1         |
| USD Account no   | 22205032520                          |
| Swift Code       | SCBLINBBXXX                          |
| BSR Code         | 6470036                              |

f) **Foreign bidders are supposed to upload the swift details endorsed by their bank at the upload section in the Bid Item section and send the scanned copy of confirmation to [paraganildeore@bharatpetroleum.in](mailto:paraganildeore@bharatpetroleum.in) on or before tender due date.**

g) Bid received without the EMD is liable to be rejected.

h) Units registered with National Small Industries Corporation (NSIC) and/or Micro or Small Enterprises (MSE) are however, exempted from payment of EMD, subject to:

- The unit being registered for the item tendered.
- Registration certificate being valid as on date of quotation.

Such vendors must upload a photocopy of valid NSIC Registration Certificate/ Review certificate duly attested by a gazetted officer/notorised, (photocopy of application for registration as NSIC or for renewal will not be acceptable) and/or a valid MSE registration with any notified body specified by Ministry of Micro, Small and Medium Enterprises, failing which such bid will be treated as bid received without EMD and liable to be rejected.

i) Registration with DGS&D will not entitle the Tenderer to claim exemption from payment of EMD.

j) EMD is liable to be forfeited in the event of :

- i. Vendors withdraw or alter their bid during the bid validity period
- ii. Non-acceptance of LOI/order, if and when placed.
- iii. Non-submission of Performance Bank Guarantee against Lol/ Purchase Order within the stipulated period of 15 days from date of Lol/ the Purchase Order whichever is earlier.

k) EMD will be refunded to the successful vendor after they accept the Lol/Purchase Order, as placed and submit the Performance Bank Guarantee.

l) EMD will be refunded to all the unsuccessful vendors after placement of order on the successful vendor.

**Bidders are required to complete the following process online on or before the due date of closing of the tender:**

**A. TECHNO-COMMERCIAL BID:**

- i. Accept the contents of the following annexures barring deviations notified, by clicking on the button provided on the screen below each one of them:
    - 12.2.1 Specifications - Annexure-I
    - 12.2.2 General Purchase Conditions - Annexure-III
    - 12.2.3 Special Purchase Conditions - Annexure-IV
  - ii. Notify the deviations from the specifications/purchase conditions listed in the annexures mentioned above, in the forms provided for this purpose.
- 12.3 Accept the contents of the following annexures in toto by clicking on the button provided on the screen below each one of them:
- 12.3.1 General Instructions to vendors for e-tendering - Annexure-V
  - 12.3.2 Proforma for Performance Bank Guarantee - Annexure-VII
- 12.4 Fill in the form pertaining to Techno-Commercial Information.
- 12.5 Proforma of **Integrity Pact (IP)** has been uploaded as Annexure VI of tender documents. Tenderer 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.
- 12.6 Proforma of **Service Level Agreement (SLA)** has been uploaded as Annexure VIII of the tender documents. Vendor shall be required to download and print it such that it is legible. All pages of the printed copy of SLA should be duly signed by the authorized signatory of the vendor and his service partner. Thereafter, that copy should be scanned and uploaded by vendor along with other bid documents.
- 12.7 Upload the following documents:
- (a) Excise registration/License, Factory license, EN or UL or FM or FCC certification or certificate from local chamber of commerce or ISO certificate or any other document to prove that bidder is manufacture of ATG equipment.
  - (b) The certificate from approved TPIA verifying and confirming the documents mentioned in sub clause (a) above and certifying that the vendor is a manufacturer of ATG system of magneto-restrictive type having density functionality.
  - (c) List of invoices (as per the format given in clause annexure-II) of any continuous 12 months period issued by the bidder in the last 5 years from the due date of bid submission, totalling to at least 1950 ATG probes, duly approved by a chartered accountant or an approved TPIA.
  - (d) Certificate from the Statutory Auditor of the parent Company certifying that the parent company holds 51% or more of the equity share capital in all the group companies whose invoices are included in list given in sub clause (c) above [if applicable].
  - (e) Documentary evidence (including screen shot of the relevant page of the web-site of the stock exchange) that bidder or its parent company is a listed company.
  - (f) Audited Balance Sheets and Profit & Loss accounts of the bidder's company or its parent company (as applicable) for the previous three accounting years prior to the due date of bid submission.
  - (g) Certificate from the Statutory Auditor of the parent company certifying that the parent company holds 51% or more of the equity share capital in the bidder's company [if applicable].
  - (h) PESO approval for the equipment.

- (i) Documentary evidence in the form of appropriate document to prove that bidder has a tie up or a group company for service provider in India. The tie up shall be minimum one year prior to date of advertisement.
- (j) Declaration that the service provider/partner has the prior experience of installing and supporting Electrical/Electronic/Instrumentation equipment in of Petroleum Installation(s), including Retail Outlets
- (k) Details of vendor's or his service provider's infrastructure and local support in India or an undertaking that necessary infrastructure would be ready within 2 months from the date of LOI.
- (l) Power of Attorney for the authorized signatories [if applicable]
- (m) Integrity Pact (IP) duly signed and witnessed.
- (n) Service Level Agreement (SLA) duly signed by both vendor and his service partner.
- (o) A valid NSIC and/or MSE Registration Certificate [if applicable].
- (p) **Installation drawings for the ATG System.**
- (q) Quality Assurance Plan.
- (r) Vendor's project plan.

All the supporting documents should be legible and duly signed, stamped and attested by the authorized signatory, before uploading them online.

Additionally, EMD [if applicable] has to be submitted in physical form.

#### **B. PRICE BID:**

Online fill in the quotes in the price bid form provided. **Please ensure to quote all the price-components specified therein failing which your bid is liable to be rejected.**

1. 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. Bidder's digital signature on the documents shall be considered as total acceptance of the terms & conditions.
2. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - (i) Bidders are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest.
  - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
  - (iii) Bidders 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 bidder intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
  - (iv) Once the entire process of submission of online bid is complete, the bidders are required to go to option 'own bid view' through dashboard and take the print of the envelope receipt as a proof of submitted bid.
  - (v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

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

3. 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. It is advisable that bidders who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
4. 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.
5. Once the price bids are opened, bidders can see the rates quoted by all the participating bidders by logging on to the portal under their user ID and password and clicking on "Other Bids" view.
6. Incomplete bids or bids received with deviations/subjective or counter conditions/quantity restrictions are liable to be rejected. No further correspondence/enquiries raised on this issue by the bidder shall be entertained. Any terms and conditions stated by the Bidder in his bid will not be binding on the Corporation.
7. Bids submitted after the due date and time and those not in the format or not in conformity with the prescribed terms and conditions or specifications shall be summarily rejected and no further correspondence/ enquiries shall be entertained on the issue. No responsibility shall be taken by the Corporation and no claims on this account shall be entertained.
8. Unsolicited / conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.
9. The **bid submitted** against this tender shall be **valid for a period of 90 days** from the date of opening of the tender. The bidder shall not be entitled during the said period of 90 days, without the consent in writing of the Corporation, to revoke, or cancel his bid or vary the bid given or any term thereof. In case of bidder revoking or cancelling his tender, varying any terms in regard thereof without the consent of Corporation in writing, appropriate penal action will be taken by BPCL as deemed fit including forfeiting the EMD, putting the bidder on 'Holiday list'/'Delist' that would bar the bidder from participating in future tenders for an appropriate period from the date of revocation/cancellation/ varying the terms.

10. **ACCEPTANCE OF BIDS BY THE CORPORATION:**

a) **Techno-commercial Bid**

Based on the information and documents submitted, all bidders meeting the following criterion qualify in the bid:

- i. They should meet all the bid qualification criterion
- ii. They should have submitted the Integrity Pact duly signed and witnessed.
- iii. They should have submitted the SLA duly signed by the bidder and his service partner. [If applicable]
- iv. They should have a service support base in India for providing at least 4 years support for installing, commissioning and warranty of the equipment or should have submitted an undertaking that same would be set up within 2 months of the date of LOI, in case bidder does not have such a service base in India currently.
- v. They should not have been debarred or black listed by BPCL from participation in any tender floated by BPCL for a period that is not over as on the due date of this tender.

Bidders are also be required to submit the **EMD** (or proof for exemption from EMD), failing which their bid is liable to be rejected.

Additionally, the solution being offered by the bidder should meet our specifications/requirements.

**Price bid of only those bidders shall be opened who qualify in the Techno-commercial bid.**

#### **11. ORDER AWARD / EVALUATION CRITERIA:**

The Lowest Evaluated Bid shall be determined /established after considering Total cash out flow to BPCL taking into account the various elements including the cost of supplying, shipping and installing the equipment, taxes, duties and levies.

Appropriate loading shall be done on foreign bidders' offer to arrive at Total Cash out flow to bring their offer at par with Indian vendors on following parameters:

- i. Loading of 9 weeks interest on FOB Price of Foreign vendor due to variation in payment terms between Indian (payment on 30th day after receipt of material at Regional warehouse or any one Depot/Installation in every state in respective regions) and Foreign vendor (LC payment against dispatch documents) considering 5 weeks' time period towards Shipping Time and Custom clearance of ATG + 4 weeks time period towards 30 days payment terms for Indian vendors. In case foreign vendors agree to offer 60 days Credit to BPCL in their payment terms through Letter of Credit, the above loading will not be considered.
- ii. Loading of 1 month interest on Custom Duty due to incurring of financing charges by BPCL for Custom Duty. In case of Indian vendors the same in terms of GST are paid by Indian Vendor and BPCL reimburses the same after one month.
- iii. In all the above mentioned loading Interest will be considered @14.75% per Annum based on State Bank of India's Prime Lending Rate (i.e. SBI PLR rate).The PLR may change based on revision in PLR Rates as informed by the banks.
- iv. Additionally following loading would be added to the foreign vendor's bid on account of Payment terms:
  - For payment by Letter of Credit : 0.50% of CIF
  - For payment by Cash against documents : 0.25% of CIF
  - For payment by Telegraphic Transfer : 0.25% of CIF

BPCL reserves the right to change the above loading criteria in case required during tender stage and the same would be informed to Vendors as appropriate before the due date of submission of bids.

The evaluation will be done based on the total cost to company. 100% tendered quantity shall be awarded to the lowest quoted vendor subject to their delivery capacity.

12. The Corporation reserves the right to reject any and/or every tender without assigning any reason whatsoever and/or place order on one or more bidders and/ or carry out negotiations with any bidder in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any un-workable offer.
13. Corporation reserves its right to allow Public Sector Enterprises (Central/ State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Bidder at the time of evaluation of the price bid.
14. Bidders may have to attend the concerned office of the Corporation for clarifications and/or pre-bid meeting and/or negotiations/clarifications if required at their own cost, in respect of their bids without any commitment from the Corporation.

#### **15. ANTI-COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:**

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti-competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. Besides taking punitive action as enshrined under Integrity Pact, BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to

anti-competitive agreements and abuse of dominant position. If such a situation arises, then bidders shall be bound by the provisions of the said statute.

16. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful 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.
17. Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during finalisation of the tender.
18. Price bid calculations will be done as per the format given in the E-tender
19. In case of any clarification pertaining to e-procurement process, the bidder may contact the following agencies / personnel:

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

**FOR SYSTEM RELATED ISSUES:**

M/s. E-Procurement Technologies Limited:  
Contact Numbers: 022-24176419/ +91 7715814897  
E-mail id: [support@bpacleproc.in](mailto:support@bpacleproc.in).

**FOR TENDER RELATED QUERIES:**

- a. Parag Deore, Executive officer, CPO (M)  
Phone: 022-24176209, E-mail: [paraganildeore@bharatpetroleum.in](mailto:paraganildeore@bharatpetroleum.in)
- b. Anil Ahir, Group Leader-IV, CPO (M)  
Phone: 022-24176404, E-Mail: [ahira@bharatpetroleum.in](mailto:ahira@bharatpetroleum.in)

**The responsible person of the tender is Procurement Leader of BPCL at contact no 022-24176404/6209**

**ANNEXURE-VI: INTEGRITY PACT**

**Performa of Integrity Pact**

Pre-signed Performa of Integrity Pact is attached in the e-tender. Bidders have to download the Pre-signed Performa Integrity Pact and upload the same in the e-tender duly **SIGNED** and **WITNESSED**.



## **ANNEXURE-VII: SERVICE LEVEL AGREEMENT:**

### **INTRODUCTION:**

This document stipulates the nature and level of service standards and support expected from the Vendor i.e. M/s. \_\_\_\_\_ / and his Service Partner i.e. M/s. \_\_\_\_\_ during the installation, commissioning and warranty support of the ATG Systems installed at 2500 BPCL sites as a part of Tender CRFQ No. 1000284634. This document also specifies the required uptime for the equipment supplied the level of training and other conditions like penalty provisions for the services not provided by \_\_\_\_\_ M/s \_\_\_\_\_ (Service Partner) during the afore-mentioned period.

### **1. SCOPE OF THE SERVICE LEVEL AGREEMENT:**

- 1.1. Installing and commissioning the ATG system at ROs as per the installation plan given by BPCL from time to time. This entire job should be completed within one month from the date of receipt of material at the Retail Outlet or date of site readiness whichever is later. Installation includes:
  - i. Providing and laying the conduit inside the building from the inspection pit to the ATG console controller.
  - ii. Providing and laying the necessary signal/data Belden cables to connect the probes to the ATG Console in the Back Office.
  - iii. Termination of the cables on the ATG Console with necessary glands, sealing of the conduits after drawing cables at the tank end and inspection pits and providing power supply to the controllers etc. complete.
  - iv. Providing and fixing the riser cap along with necessary safety glands.
  - v. Installation of ATG probes and console.
- 1.2. Imparting necessary training:
  - i. To the forecourt personnel and the site managers so as to familiarize them with the new technology and also to make them capable of operating the system smoothly and trouble-shoot when needed.
  - ii. At Territory level for operation and use of reports in console and HOS for Sales officers, Territory Engineers.
  - iii. At the BPCL territory offices and BPCL Regional Offices for effective monitoring and control of ATG working. One training session with live demonstration at each AMM office/State Offices for full day.
- 1.3. The Warranty of the equipment shall include Maintenance and servicing of ATG Systems at the 2500 locations spread all across the length and breadth of the country. This will include maintenance and servicing of all electrical and electronic components and replacement of faulty parts. All materials/ spare parts etc required for maintenance of the equipment during the Warranty period shall be done at the Vendor's cost and no expenses will be borne by BPCL.
- 1.4. Any parts/component changed during warranty period will carry an additional warranty (for those particular parts/component) for another three months from date of replacement or residual warranty period of the ATG System whichever is later.
- 1.5. The Service Partner will carry out breakdown maintenance as and when required/ informed by the Company/ Dealer representative/concerned Territory Office about the status of the unit and arrange for spare parts required, if any, immediately.
- 1.6. The vendor shall ensure that the uptime for the ATG Systems installed is at least 98% for every RO. Compensation charges will be recovered from the Vendor at the rate of Rs. 500 per day per Retail Outlet, beyond the 2% permitted downtime at any RO, for failures including partial failures calculated over six month period.
- 1.7. Service Requests will be done anytime during the day by e-mail, SMS or BPCL online maintenance system named BROMA. Vendor agrees to enroll to this BROMA and also agrees to abide by the BROMA system & its reports as well as calculations as valid and undisputable results.

- 1.8. The Service Partner shall procure and maintain sufficient spare inventory on their own and stock the same at their service offices. This will prevent any unnecessary delay in responding to the calls logged.
- 1.9. A 'Breakdown Rectification Report' shall be sent to the respective BPCL Territory Engineer on the Maintenance work carried out. The report shall include the following details:
- i. Details of repair work carried out
  - ii. Reasons for the failure/ fault and methods suggested for preventing the same.
  - iii. Details of parts replaced if any
  - iv. Date and Time of call logging/Service Request.
  - v. Date and Time of response by the Service Partner
  - vi. Date and Time when rectification was completed by the Service Partner
  - vii. Signature of the personnel attending the call
  - viii. Counter signature of the Dealer/ BPCL representative

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

## 2. DURATION OF THE AGREEMENT:

The duration of this agreement would be up to the completion of the 2-years period from the date of supply of last lot of ATG systems by M/s \_\_\_\_\_ under the parent contract of this SLA.

## 3. GENERAL TERMS AND CONDITIONS:

3.1 Electricity, water and compressed air if required for carrying out installation, commissioning and maintenance at the RO will be provided by Bharat Petroleum Corporation, free of cost.

3.2 M/s. \_\_\_\_\_ [Service Partner] will ensure that their service representatives while working at BPCL outlets will observe all safety rules and regulations and statutory acts of Central/State Governments/Municipal Corporations or any other Government bodies.

M/s \_\_\_\_\_ [Service Partner] shall furnish all labour, material, equipment, tools and tackles required for the rectification / maintenance job.

## 4. RESPONSIBILITY:

The vendor shall be solely responsible for any omission/ delay on the part of his Service Partner during the Warranty period and will be liable to pay Compensation charges as stipulated earlier.

## 5. PRICE:

Payment for Installation and commissioning of ATG equipment including providing and laying Belden cable, shall be made in Indian Rupees within 30 days after the receipt of all bills/ invoices duly certified by BPCL, along with requisite completion certificates as per the quote submitted in the price bid of tender CRFQ no.1000284634. Nothing is payable during the 2-years free warranty period.

\_\_\_\_\_  
FOR THE VENDOR

\_\_\_\_\_  
FOR THE SERVICE PARTNER

Place \_\_\_\_\_

Date \_\_\_\_\_

**CAMC CHARGES FORMAT:**

|    |  |      |
|----|--|------|
| 1  | <b>Total Basic cost of all the Supply Items (Import Or Local) in INR</b>   |      |
| 2  | <b>Total no of ROs</b>   | 2500 |
| 3  | <b>Total basic cost Per RO</b>   |      |
| 4  | <b>CAMC in % of basic cost</b>   | 4%   |
| 5  | <b>CAMC Charges per RO per year in % of Basic cost of supply items</b>     |      |
| 6  | <b>Total no of year upto CAMC is provided</b>                              | 4    |
| 10 | <b>Rate of GST on CAMC in %</b>  | %    |
| 11 | <b>CAMC amount per RO per Year in INR inclusive of Taxes</b>               |      |
| 12 | <b>CAMC charges per RO for all Four year in INR inclusive of all taxes</b> |      |
| 13 | <b>Total CAMC amount for all RO in INR for all the four years</b>          |      |

\*Bidders to quote CAMC charges minimum 4% in the bid.