



CPO REFINERIES

TENDER FOR

**“Supply of Glass Jacketed Reactor for BPCL Corporate R & D
Centre, Greater NOIDA”**

REQUEST FOR QUOTATION

CRFQ Number – 1000286376

E-Tender System ID: 27979

Due Date and Time for Submission of Bids :

24th August 2017- 13:00 hrs (IST)

ATTACHMENTS TO THE TENDER FOR**“Supply of Glass Jacketed Reactor for BPCL Corporate R & D Centre,
Greater NOIDA”**

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SECTION 1**NOTICE INVITING E-TENDER**

- 1.0 This is a limited e-tender and only the vendors, who have been issued this e-tender, can submit their bid through e-platform.

E-Bids in 2 parts are invited for the tender for “**Supply of Glass Jacketed Reactor for CRDC, Greater NOIDA**” in complete accordance with tender documents and its attachments.

- 1.1 All prospective bidders are requested to enroll themselves in to our e-tendering platform <https://bpcleproc.in/> maintained by M/s. E-procurement Technologies Ltd, our authorized Service Provider for E-tendering.
- 1.2 Upon logging in to the e-procurement website, bidders can download the bid documents and shall thoroughly go through the same. All documents required for the bid, shall be uploaded on the appropriate place in the E-Procurement web site, digitally signed. No physical scanned documents need to be uploaded except those specifically indicated.
- 1.3 As a pre-requisite for participation in the tender, bidders are required to obtain a valid Digital Signature Certificate of Class 2B or 3 (Signing and Encryption/Decryption) and above 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 bidder.
- 1.4 Bidders are advised to read the Instructions for participating in the electronic tenders directly through internet (Bid Submission Manuals are available on the above mentioned e-procurement site) and get conversant with the process of online submission of the tenders well in time so as to submit tenders by the due date.
- 1.5 E-Bidding instructions are also attached along with the tender document for reference and guidance.

2.0 **BRIEF DESCRIPTION:**

Corporate R&D center (CRDC) of Bharat Petroleum is set up at Greater NOIDA with state-of-the-art facilities and is backed with a vision to develop high value products, services, processes & technologies and create innovative R&D solutions to earn customer’s delight.

CRDC intends to procure one no. Glass Jacketed Reactor.

3.0 **EARNEST MONEY DEPOSIT :**

NOT APPLICABLE

4.0 OFFER VALIDITY:

The Offers shall be valid for a period of 120 days from Tender Due Date / Extended Tender Due Date for placement of order.

5.0 GENERAL PURCHASE CONDITIONS (GPC) / SPECIAL CONDITIONS OF CONTRACT (SPC) :

Attached General Purchase Conditions (GPC) / Special Purchase Conditions (SPC) shall be applicable for this contract.

6.0 SUBMISSION OF TENDER:

6.1 Bids should be submitted in "TWO BID SYSTEM", i.e., "Unpriced-Technical Bid" & "Priced Bid" through e-tendering portal.

6.2 "**Un-Priced- Technical Bid**", i.e. Techno-Commercial Bid, shall be complete with all technical and commercial details (other than price) duly filled, signed and stamped essentially containing the following documents shall be submitted/ uploaded:-

- i) Contact details of Vendor duly filled, signed and stamped.
- ii) Scanned copy of Bidder's PAN, Certificate of Incorporation, VAT/Service Tax Registration Certificate
- iii) Un-Priced copy of Price Schedule with an indication "Quoted" or "Not-Quoted" against each item. **Please do not indicate prices in Un-Price Bid.**
- iv) Details of taxes and duties as per the format FORM-A attached.
 - a. Indian Bidders : Format for Taxes and Duties for Local Supply Cost.
 - b. Non-Indian Bidders : Format for Taxes and Duties for Import Supply Cost.
- iii) Acceptance, Compliance, Deviations and Exceptions: Bidders are requested to have all their queries clarified before bidding. Bidders are required to confirm and accept all the terms and conditions of the RFQ. However, if they still have deviations from our RFQ and the attachments (GPC, SPC, specifications, scope of work, special instructions to bidders, etc.), they can indicate deviations in the Form-B giving reference to clause no.
- iv) Duly signed RFQ, Special Conditions of Contract, scope of work etc duly signed and stamped as a token of acceptance.
- v) Any other supporting documents/ information in support of the Un-priced Bid.

6.3 "Priced Bid" shall be submitted online. Bidders shall input their prices online in the template created in the E Tendering portal.

- a. Indian Bidders shall upload Price Bid – Local Supply Cost.
 - b. Non-Indian Bidders shall upload Price Bid – Import Supply Cost.
- 6.4 Bids complete in all respects should be uploaded in BPCL e-tendering portal on or before the due date & time. Each page of all documents, submitted by the bidder, shall be duly signed & stamped, and then scanned and uploaded in the portal. The offer shall be submitted in the Portal under the digital signature of the bidder.
- 6.5 Offer submitted by Telex/ Telegraphic/ Fax/ E-Mail or Hard copy in sealed covers, shall not be accepted.
- 6.6 BPCL shall not be responsible for any delay in uploading of offer.

7.0 TENDER OPENING:-

The deadline for bid submission is 11:00 Hrs on the due date mentioned. The bids can be submitted in the e-procurement website up to the tender due date and time. The Unpriced Technical bids will be opened online through e-procurement website <https://bpclproc.in>, on the same day at 11.30 Hrs.

- 7.1 Un-priced-Technical bids:- The Unpriced Technical bids of bidders shall be opened through the e-portal on the date and time mentioned in the tender document / extended due date. The offers of those Bidder(s) whose un-priced bid meet the requirements, will only be considered for further evaluation.
- 7.2 Price bids:- The date and time of opening Price Bids shall be intimated separately to the techno-commercially acceptable bidders and the price bids shall be opened through e-portal.

It may be noted that Techno-Commercial un-priced bid and price bid opening can be witnessed by bidders on e-tender site or in person at CPO-Refineries office. In case bidder wishes to participate in person, they can inform BPCL the representative's name, designation and mobile phone number to enable BPCL to arrange for necessary visitor's permission.

8.0 DELIVERY PERIOD :

As mentioned in the Special Purchase Conditions.

9.0 CONTACT PERSONS:

Please note that tender against tender enquiry is invited through e-tendering mode. In case of any clarification regarding the tender, following are the contact persons:-

9.1 FOR E-TENDERING RELATED ISSUES:

If tenderers need some clarifications or are experiencing difficulties while enrolling or while participating in this e-Tender, please E-Mail to the following E-Mail ID along with the snapshots of the errors being faced to:

E-Procurement Technologies Limited (Procure Tiger)
Bidders Help Desk No. : +91-079 - 40270573
E Mail - support@bpcleproc.in & with a copy to:panchalhp@bharatpetroleum.in
(OR)
Ajay Nandangi, Contact: 022-25533128, +91-08433615195
E-Mail: ajay.nandangi@abcprocure.com

9.2 FOR TECHNICAL CLARIFICATIONS:

For any technical clarifications regarding this RFQ, please contact:

Ms. Racha Arundhathi, Senior Research Scientist, CRDC, Greater NOIDA
Tel No. 0120 - 2354254. E mail: rachaarundhathi@bharatpetroleum.in

Ms. Pragya Rai, Sr. Manager Research & Development, CRDC, Greater NOIDA
Tel No. 0120 - 2354134. E mail : pragyarai@bharatpetroleum.in

9.3 FOR COMMERCIAL CLARIFICATIONS:

For any commercial clarifications regarding this RFQ, please contact:

H.P. Panchal, Procurement Manager-CPO(R), BPCL – Mumbai Refinery, Mahul,
Mumbai-400074, India.
Tel no. 022-25533117,
e-mail: panchalhp@bharatpetroleum.in

R.S. Krishna Sankar, Procurement Leader-CPO(R), BPCL – Mumbai Refinery, Mahul,
Mumbai-400074, India.
Tel no.: 022-2553 3202,
e-mail: krishnasrs@bharatpetroleum.in

10.0 GENERAL POINTS:

- 10.1. BPCL reserves the right to extend due dates of tender, accept or reject any tender in part or full, without assigning any reason whatsoever. BPCL also reserves its right not to accept the lowest rates quoted by the bidders and also to give purchase/price preference to eligible Enterprises, as admissible under the existing policies of Government of India and to JVs/ Subsidiaries as per BPCL guidelines.
- 10.2. **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of Bid, all activities in connection with bidding. BPCL will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process. Each Bidder accept and agrees, as a condition of submitting its Bid that it waives any and all claims against BPCL, its Co-ventures and their affiliates, for remuneration or restitution relating to its costs and expenses in.
- 10.3. **CONTENTS OF BIDDING DOCUMENT:** The Bidder is expected to examine carefully all instructions, conditions, forms and terms given in the Bidding Documents. Failure to furnish all information required by the Bidding Document or not responsive to the requirements of the Bidding Document will be at the Bidder's risk, and may result in rejection of the bid.

Amendment of Bidding document

BPCL may, for any reason either at their own initiative or in response to the clarification requested by prospective bidders, issue amendment in the form of addendum during the bidding period or subsequent to receiving the bids. Any addendum thus issued shall become part of bidding document and Bidder shall submit 'Original' addendum duly signed and stamped in token of his acceptance. If addendum is issued during the bidding period, Bidder shall consider the impact in his bid. If addendum is issued subsequent to receiving the bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/ revised price, if any.

- 10.4. **OWNER'S RIGHTS TO ACCEPT / REJECT ANY OR ALL BIDS:** BPCL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Also BPCL reserves the absolute right to reject any or all the bids/tenders solely based upon the past unsatisfactory performance by the bidder/bidders in BPCL, the opinion/ decision of BPCL regarding the same being final and conclusive
- 10.5. **LANGUAGE OF BIDS:** The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and BPCL, shall be written in the English language. All information in the "Bid" shall be in English language. Information in any other language shall be accompanied with its translation in English. Failure to comply with this condition shall disqualify a "BID". In the event of any contradictions between meanings as derived from various languages of the "BID", the meaning as derived from English language copy of the "BID" shall govern.
- 10.6. **CONFIDENTIALITY OF BID DOCUMENT:** The bidder shall not disclose any information contained in the bid document or otherwise supplied in connection with this

bid to any third party, except for the purpose of preparing its bid and shall require any such third party to treat such information as confidential.

- 10.7 **PROCESS TO BE CONFIDENTIAL:** After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning to award of contract shall not be disclosed to Bidders. Canvassing in any form by the Bidder or by any other Agency on behalf of the Bidder after submission of the Bid may disqualify the said Bid. Any effort by a Bidder to influence the owner in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning award of contract, may also result in the rejection of the said Bid.
- 10.8 **WRONG INFORMATION:** If the Bidder deliberately gives wrong information in his Bid to create circumstances for the acceptance of his Bid, Owner reserves the right to reject such Bids without any reference to the Bidder.
- 10.9 **CLARIFICATIONS OF BIDS:** In the event of finding any discrepancies in or omissions from the Bid Documents, or should the Bidder be in doubt as to the meaning of such documents, Bidder shall immediately notify BPCL, either by facsimile or letter, at the address shown above, who will thereupon, if required, send necessary written instructions to all Bidders. Any such request shall reach BPCL not later than seven (7) days prior to the 'closing date'.

As part of examination, evaluation and comparison of Bids, the Owner may at his discretion, ask Bidders individually for clarification or call them for discussion of their Bid.

For Techno-Commercial clarifications, bidders shall normally be given a cutoff date for furnishing clarifications. Clarifications received after the specified cutoff dates are liable not to be considered for evaluation. Technical Query (TQ)/Commercial Query (CQ) shall be issued to bidders through E-Mail/E Tendering platform. Reply of TQ/CQ shall also be received through E-Mail/E-Tendering platform.

- 10.10 **SIGNING OF BID:** The Bid must contain the name, designation, residence and place of business of the person or persons submitting the Bid, and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below their signature.

Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid. The Bidder's name stated in the Bid shall be the EXACT LEGAL NAME OF FIRM / COMPANY / CORPORATION, etc. as registered or incorporated.

- 10.11 **FIRM PRICES :** The Contract Price shall remain firm and fixed till the completion of Work in all respects and no escalation in prices on any account shall be admissible to the BIDDER / CONTRACTOR.

11.0 POLICY FOR 'HOLIDAY LISTING' OF VENDORS IN BPCL:

- 11.1 The guidelines for holiday listing shall be applicable as per web link given below:
<https://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf>

12.0 ARBITRATION CLAUSE:**12.1 Option "1".**

"Law, Arbitration and Jurisdiction:

A. Negotiation and Conciliation:

The Parties shall endeavor to settle any dispute, difference, claim, counter-claim, question or controversy between the Parties arising out of, in connection with or in relation to this Agreement ("Dispute") amicably between themselves, through negotiation.

B. Reference to Arbitrator:

- I. Any Dispute which the Parties are unable to resolve pursuant to Clause (A) within thirty (30) days of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- II. All arbitration proceedings shall be conducted in English language. For the purpose of such arbitration, both parties shall in good faith explore the possibility of agreement on a Sole Arbitrator and in case of failure of such mutual agreement on Sole Arbitrator, each party shall appoint one arbitrator and both appointed arbitrator shall appoint third arbitrator. The Arbitral tribunal shall decide any such dispute or claim strictly in accordance with the governing law specified below. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.
- III. The venue of arbitration shall be Mumbai, India. The Award may include an award of costs. Each Party shall bear their respective expenses in relation to the arbitration and the eventual liability for the costs shall be in terms of the arbitral award.
- IV. Notwithstanding of arbitration in respect of such dispute, the parties shall continue to perform their respective obligations under this Agreement without prejudice to the final determination/ Award in respect of such dispute.

C. Decision/ Award:

Any decision or Award of the Arbitrator appointed pursuant to this clause shall be final and binding upon the parties.

D. Governing Laws/ Jurisdiction:

This Agreement shall be governed by and construed in accordance with Laws of India. Each of the Parties hereto irrevocably submits to the sole and exclusive jurisdiction of the Courts at Mumbai, India."

In case 1st Option is not acceptable then:

12.2 Option "2".

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved

by arbitration under LCIA India Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrator shall be three.

The seat of arbitration shall be Mumbai, India.

The language to be used in the arbitration shall be English.

The governing law of the contract shall be the substantive law of India.

In case Option "1 & 2" are not acceptable then:

12.3 **Option "3".**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

This contract is governed by the Laws of India.

13.0 **ANTI PROFITEERING CLAUSE:**

- 13.1 If any new tax is introduced on sale of goods/services by VENDOR to OWNER in lieu of one or more of the then existing taxes or as a new tax altogether and the rate and impact of the new taxes is less than the rate and impact of existing tax or taxes which it replaces, VENDOR shall pass on to OWNER the benefit thereof by of commensurate reduction in the amount payable by the OWNER to VENDOR. If on the other hand, the rate of the new taxes is in excess than the rate of the new taxes it replaces, the OWNER on satisfactory proof shall reimburse the VENDOR the additional tax paid by the VENDOR as the result of the imposition of the new taxes provided they are within the contractual completion date.

Explanation: For the purpose of above clause, impact means and includes the addition/reduction of taxes suffered on inputs, input services & capital goods. Further, impact of stranded taxes like CST on Interstate purchases, entry tax/octroi, etc (if applicable) also needs to be considered.

The vendor shall take steps viz uploading invoice in GSTR 1 , payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax laws including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.

Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, interest as the case may be, shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.

SECTION 2

DETAILED TECHNICAL SPECIFICATION

To, M/s. BPCL ESTIMATE MUMBAI . India - 400038. Ph : , Fax : . Vendor Code:300648	REQUEST FOR QUOTATION Collective RFQ Number / Date 1000286376 / 03.08.2017 Contact person/Telephone Ref CPO Proc GR 2 Fax :			
RFQ No / Date : 6001086555 / 02.08.2017	Quotation Due Date:24.08.2017			
Material/Services required at: M/s. Corporate R&D Centre Bharat Petroleum Corporation Ltd. Plot-2A,Udyog Kendra Greater Noida Gautam Budh Nagar (UP)- 201306 India				
Item	Material Description	RFQ Qty	Unit Delivery date	Unit Price Value Amount in Words
00010	Glass jacketed reactor	1	Number 27.10.2017	
Page 1 of 2		For Bharat Petroleum Corporation Ltd.		

RFQ Number :6001086555

Date : 02.08.2017

To:M/s. BPCL ESTIMATE MUMBAI - 400038 India

TERMS & CONDITIONS

Important Notice

Sr.No	Description
001	Quotation received after due date will not be entertained
002	Your quotation must specify exact amount or percentage discount, GST, Charges, Transport, Packing & forwarding, etc. as applicable.
003	In case you are unable to quote, kindly send the quotation with a regret for our records. Non-receipt of a regret will adversely affect your vendor rating.
004	No quotation will be accepted without your rubber stamp and signature.
005	Your quotation must be strictly in enclosed envelope indicating Collective RFQ No., RFQ No. and due date.
006	For all future correspondences please mention the vendor code Collective RFQ Number & RFQ Number.

Annexure -1

1. Specification for Double Walled Glass Jacketed Reactor

Double Walled Glass Jacketed Reactor

- **Stirrer**

TORQUE 100 Value

Gears

Speed range (rpm) : 50 – 2,000

Speed indicator : Digital

Speed control : Electronic

Maximum torque (Ncm) : 100

Torque indicator (Ncm) : Digital

Viscosity upto (mPas) : 60,000

Stirring cap. H₂O upto (l) : 50

- **Reaction Vessel**

2L Reaction Vessel Kit

PTFE Anchor Stirrer

PTFE Temperature Probe / Adapter

- **NEW Reflux Divider**

Reflux Divider Head PTFE Fitting

Adapter Rodaviss

Compression Fitting for Tubing

PTFE Tubing

Pilot Boss Head

Universal Clamp Cork Jaws

Lower Support Ring

Condenser Jacket Coil

Right Angle Adapter PTFE fittings

500ml Receiver Flask

2. Documentation

a. Vendor should supply Manuals for installation, operations and trouble shooting, maintenance, and safety (all in English).

b. Test certificate for performance acceptance. Warranty

3. Delivery Period and address

To be specified weeks from the date of firm purchase order at the following address:-

Bharat Petroleum Corporation Ltd.
Corporate R&D Centre,
Plot-2A, Udyog Kendra,
Surajpur Industrial Area,
Greater Noida – 201306
U.P. India

4. Unit acceptance

The performance of the system should be demonstrated by conducting appropriate test weighing after installation and commissioning by vendor/representative at our site.

5. Warrantee and service

Warranty and service support thereafter: Comprehensive warranty inclusive of maintenance and complete replacement guarantee for any component/ unit against any design and manufacturing defects/problems, for a period of 24 months from the date of commissioning at BPCL site. The response time of the vendor on breakdown should be 72 hours. On lapse of warrantee period, the vendor should ensure after sales service support for the period of 4 years and easy availability of spares / consumables. The rates for services (per visit and per AMC) should be submitted separately as a part of bid.

The manufacturer should have experience in the supplying of this kind of units (at least 5-6 in the last two years).

SECTION 3**TECHNICAL DEVIATION FORM**

CRFQ NO: 1000279091

E TENDER SYSTEM ID: 23769

Name of vendor:

Schedule of Deviations in reference to BPCL SPECIFICATIONS

1. Vendor may give here a consolidated list of technical deviations for all sections of the SPECIFICATIONS, which for an appropriate offer is considered unavoidable by him.
2. Deviations mentioned elsewhere in the offer shall not be taken cognizance by the COMPANY and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
3. Vendor shall state the reasons for the deviations in the `Remark' column.
4. All other clauses of the SPECIFICATIONS (not mentioned in this form) shall be deemed to be fully complied by the vendor
5. Only the deviations listed herein, in conjunction with the SPECIFICATIONS, shall constitute the contract requirements for the award of job to the vendor.
6. BPCL reserves the right to reject the offer based on the deviations.

Sr. No.	Page No.	Clause No.	Requirement of the SPECIFICATIONS	Deviations to the SPECIFICATIONS	Remarks
1	2	3	4	5	6

Vendor :

Signature of the authorized signatory :

Name of the authorized signatory :

Stamp & Date :

SECTION 4**SPECIAL PURCHASE CONDITIONS**

SPECIAL PURCHASE CONDITIONS FOR INDIAN BIDDERS			
S NO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
1.0	Indicate Despatch point	TO SPECIFY	
1.1	Confirm that the Prices shall be FIRM till complete execution of the order and shall not be subject to variation on any account. Please confirm that the prices quoted in the price bid are inclusive of packing and forwarding charges.	TO NOTE AND CONFIRM TO CONFIRM	
1.2	Your quoted prices for SUPPLY shall be inclusive of Installation, Demonstration/Commissioning and Training Charges as per detailed technical specification.	TO NOTE AND CONFIRM	
1.3	TAXES & DUTIES		
1.3.1	DUTY EXEMPTION: EXEMPTION OF EXCISE DUTY / CUSTOMS DUTY / VALUE ADDED TAX(VAT) ETC ARE AVAILABLE FOR CORPORATE RESEARCH & DEVELOPMENT CENTRE (CRDC). CORPORATE RESEARCH & DEVELOPMENT CENTRE (CRDC) IS ELIGIBLE TO AVAIL CENVAT ON EXCISE DUTY/ COUNTER VAILING DUTY (CVD), ADDITIONAL DUTY, VALUE ADDED TAX (VAT) ETC. OUR CORPORATE RESEARCH & DEVELOPMENT CENTRE (CRDC) HAS BEEN RECOGNIZED BY DEPARTMENT OF SCIENTIFIC AND INDUSTRIAL RESEARCH (DSIR), MINISTRY OF SCIENCE AND TECHNOLOGY, GOVERNMENT OF INDIA. AS PART OF THIS RECOGNITION FOR IMPORT GOODS OUR R&D HAS BEEN EXEMPTED FROM WHOLE OF CUSTOMS DUTY INCLUDING CVD AS PER NOTIFICATION NO.24/2007 DATED 01.03.2007. VENDORS ARE REQUESTED TO SUBMIT THE QUOTATION ACCORDINGLY	TO NOTE, CONFIRM & SPECIFY	
1.3.2	Indicate the Tariff Number of the offered Item/s	TO SPECIFY	
1.3.5	Prices quoted shall exclude transit insurance charges as the same shall be arranged by BPCL.	TO NOTE AND CONFIRM	

1.4	TRANSPORTATION		
1.4.1	The scope of the vendor includes transportation of all the supplied items to BPCL CRDC Greater NOIDA on Door Delivery basis by Road. Vendor to confirm acceptance. Please confirm and also confirm that the same is quoted as percentage of the FOT despatch point price in the format for taxes and duties.	TO NOTE AND CONFIRM	
1.4.2	In cases bidder is paying any service tax on goods dispatched on freight paid basis, bidder is requested to specify the approximate service tax amount on freight separately. This amount would be considered as reduction in quoted price(landed price) while evaluating the bids, subject to the following:	TO NOTE AND CONFIRM	
1.4.3	Deduction would be to the extent of cenvat credit service tax available.	TO NOTE AND CONFIRM	
1.4.4	Bidder to confirm that Invoice in which freight is claimed will show this service tax amount separately and also will mention the service tax registration number (of the bidder) under which this service tax is paid to the Govt	TO NOTE AND CONFIRM	
1.4.5	While releasing payment after award of the order, the service tax amount as mentioned would be paid only if invoice showing the said amount and service tax registration number is made available by the bidder	TO NOTE AND CONFIRM	
1.4.6	C Form shall not be issued by BPCL. Bidder to confirm that they have indicated the sales tax (if applicable) in percentage without C Form in the format for providing freight, taxes and duties	TO NOTE AND CONFIRM	
1.5	DELIVERY PERIOD		
1.5.1	All the supplies as per the tender shall be delivered at site within 10 weeks from the date of FOA/CONTRACT ORDER whichever is earlier. The receipt of the equipment at site shall be considered as Delivery date for calculation of Price reduction for delay.	QUOTE YOUR DELIVERY PERIOD IN WEEKS	
1.6	VALIDITY		
1.6.1	Confirm quoted prices are valid for acceptance up to 120 days from the final due date / extended due date of RFQ.	TO NOTE AND CONFIRM	
1.6.2	On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended without any deviation including change in price. Otherwise, in such an event, the offer is liable to be rejected	TO NOTE AND CONFIRM	

1.7	PERFORMANCE BANK GUARANTEE		
1.7.1	Confirm that you will furnish performance guarantee bond for 10% of supply order value by way of Bank Guarantee in the prescribed format from any Scheduled Indian Bank as per clause 14 of General Purchase Conditions (GPC) and as per format of PBG attached.	TO NOTE AND CONFIRM	
1.7.2	The PBG should be valid for a period of 24 months from the date of supply (Guarantee period of 18 months from the date of supply + 6 months claim lodging period) or 18 months from the date of commissioning (Guarantee period of 12 months from the date of commissioning + 6 months claim lodging period) whichever is earlier. The PBG should be sent to us directly by your Banker.	TO NOTE AND CONFIRM	
1.7.3	In case submission of PBG is not accepted by the vendor, their offer will be liable for rejection.	TO NOTE AND CONFIRM	
1.8	PART ORDER		
1.8.1	Part order shall be accepted without any stipulation of minimum order value/ quantity. (However individual quantities will not be split)	TO NOTE AND CONFIRM	
1.8.2	In case of part order all lumpsum charges quoted extra if any viz. Documentation, testing, packing, other charges etc., can be considered on prorata value basis. Confirm compliance.	TO NOTE AND CONFIRM	
1.8.3	Repeat Order- Vendor to confirm acceptance of repeat order within 12 months from the date of basic P.O	TO NOTE AND CONFIRM	
1.9	PRICE REDUCTION SCHEDULE		
1.9.1	Acceptance to price reduction for delay in delivery beyond contractually agreed schedule @ ½% of undelivered order value per week of delay or part thereof, subject to a ceiling of 5% of total order value as per Clause No. 20 of BPCL's GPC.	TO NOTE AND CONFIRM	
1.9.2	In case this point is not accepted by the vendor, loading shall be done as per Clause 1.11.1	TO NOTE AND CONFIRM	
1.10	PAYMENT TERMS-LOCAL SUPPLY		
1.10.1	Payment will be made through NEFT, on submission of Invoice, Packing list and LR i) 80% of the value of equipment against Receipt of Material at BPCL Site within 15 days. ii) Balance 20% of the value of equipment against satisfactory installation and commissioning of the equipment and on submission of 10% Performance Bank guarantee (PBG).	TO NOTE AND CONFIRM	
1.10.2	Bank charges shall be to respective Accounts	TO NOTE AND CONFIRM	

1.11	LOADING CRITERIA FOR COMMERCIAL DEVIATION		
	Deviation on Price Reduction for Delayed Deliveries (Considering GPC clause of 0.5% per week of delay- max 5% total order value) :		
1.11.1	In case the vendor does not accept the delayed delivery clause or take exceptions to the % rate mentioned in GPC, loading shall be done to the extent of maximum of 5% on the total order value or the differential % not agreed by the supplier	TO NOTE AND CONFIRM	
1.11.2	Price evaluation will be done item wise landed cost basis as per the special conditions of the contract provided	TO NOTE AND CONFIRM	
1.12	GENERAL		
1.12.1	Confirm acceptance of BPCL's 'General Purchase Conditions', holiday listing policy & Special Terms and Conditions in toto.	TO NOTE AND CONFIRM	
1.12.2	Indicate relationship with any of our Directors.	TO SPECIFY	
1.12.3	Please confirm you have not been banned or delisted/holiday listed by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. The declaration of holiday listing is to be signed and submitted along with unpriced bid	TO NOTE AND CONFIRM TO CONFIRM SUBMISSION	
1.12.4	You are requested to furnish the following information for e-payment: a) Name of the vendor/contractor party b) Account No. of the party c) Bank & Branch Name where the above account is maintained d) Type of account (current/saving/cash credit A/c) e) Branch code of the above bank branch f) The 9 digit MICR code of the above branch (with is printed in the cheques issued by the Branch available with the A/c holder	TO SPECIFY	
1.12.5	If the items are covered under DGS&D rate contract, confirm that a copy of rate contract is enclosed with your offer.	TO NOTE AND CONFIRM	
1.12.6	If you are registered under MSE (Micro and Small Enterprises) please provide the certificate towards the same	TO NOTE AND CONFIRM AND PROVIDE SUPPORTING DOCUMENTS	
1.12.7	Confirm whether you are registered under MSE (Micro and Small Enterprises) OR MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs	TO CONFIRM	

1.12.8	Bidders claiming purchase preference as MSE need to submit the following documents: <ul style="list-style-type: none">• Self-attested copy of all the pages of the EM-II certificate issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012.; and• Vendors declaration / affidavit in their Organization/ Company Letter Head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.	TO CONFIRM SUBMISSION	
1.12.9	Please confirm you have submitted declaration regarding holiday listing format given in the tender. In case you have been banned or delisted by any Government or Quasi Government agencies or PSUs, this should be clearly stated in the declaration. If this declaration is not furnished, the bid shall be rejected as non-responsive	TO CONFIRM SUBMISSION	

SPECIAL PURCHASE CONDITIONS FOR NON INDIAN BIDDERS

SNO	INSTRUCTIONS	VENDOR'S ACTION	RESPONSE
1.0	Confirm that you have quoted firm prices on Ex works basis in the price bid for imported supplies.	TO CONFIRM	
1.1	All FCA Charges/ Inland transportation to FCA Airport of despatch shall be quoted as percentage of the Ex works price in the format for Taxes,duties and freight – Non-Indian Bidders Your quoted prices for SUPPLY shall be inclusive of Installation, Demonstration/Commissioning and Training Charges as per detailed technical specification.	TO CONFIRM TO NOTE AND CONFIRM	
1.2	Indicate International Airport of Exit	TO SPECIFY	
1.3	Confirm that the firm air freight charges (including all service charges) has been quoted as percentage of the Ex works price for Air transportation to Mumbai/Delhi airport in the format for Taxes, duties and freight - Imported supply and this freight charges shall remain firm throughout the currency of the contract.	TO NOTE AND CONFIRM	
1.4	BPCL reserves the option to place order on FCA or on CFR basis during the currency of the contract. Confirm acceptance.	TO NOTE AND CONFIRM	
1.5	Service charges to shipping/forwarding agencies shall be borne by the vendor if order is converted on CFR basis.	TO NOTE AND CONFIRM	
1.6	Prices quoted must exclude transit insurance charges from FCA airport as the same shall be arranged by the Purchaser. However, transit insurance charges for inland transit up to FCA airport of exit must be included by you in your prices.	TO NOTE AND CONFIRM	
1.6	TAXES & DUTIES		
1.6.1	All taxes, duties and levies of any kind payable upto FCA airport of exit shall be borne by you. Confirm compliance.	TO NOTE AND CONFIRM	
1.6.2	Export permit/license if required shall be Bidder's responsibility & any expenditure towards same will be borne by you. Confirm compliance.	TO NOTE AND CONFIRM	

1.7	DELIVERY PERIOD		
1.7.1	In case of order on FCA Basis, the FCA delivery period for all imported supplies shall be within 10 weeks from the date of FOA /LOA/ Contract Order whichever is earlier.	QUOTE YOUR DELIVERY PERIOD IN WEEKS	
1.7.2	In case the order is converted to CFR basis, delivery period for supplies at Mumbai/Delhi airport for all imported supplies shall be not later than 12 weeks from the date of FOA / Contract Order. The receipt of the supplies at Mumbai/ Delhi airport shall be considered as Delivery date for calculation of Price reduction for delay.	QUOTE YOUR DELIVERY PERIOD IN WEEKS	
1.7.3	Furnish Country of origin from where the goods have been offered.	TO SPECIFY	
1.7.4	Certificate for Country of Origin shall accompany the shipping documents	TO NOTE AND CONFIRM	
1.8	CURRENCY OF QUOTE		
1.8.1	Furnish the currency of quote.	TO SPECIFY	
1.8.2	Change in currency once quoted will not be allowed. Confirm compliance.	TO NOTE AND CONFIRM	
1.8.3	The offer for imported supplies shall be either in USD or Euro Currency only.	TO NOTE AND CONFIRM	
1.9	VALIDITY		
1.9.1	Confirm quoted prices are valid for acceptance up to up to 120 days from the final due date / extended due date of RFQ.	TO NOTE AND CONFIRM	
1.9.2	On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended without any deviation including change in price. Otherwise, in such an event, the offer is liable to be rejected	TO NOTE AND CONFIRM	
1.10	CONSIGNMENT DETAILS		
1.10.1	Indicate shipping weight (net and gross) & volume of the consignment.	TO SPECIFY	
1.10.2	Vendor to provide Customs Tariff Number (BTN Number) of the supplies.	TO SPECIFY	
1.11	PERFORMANCE BANK GUARANTEE		
1.11.1	Confirm that you will furnish performance guarantee bond for 10% of order value by way of Bank Guarantee in the prescribed format from any Scheduled Indian Bank as per clause 14 of General Purchase Conditions (GPC) and as per format of PBG attached.	TO NOTE AND CONFIRM	

1.11.2	The PBG should be valid for a period of 24 months from the date of supply (Guarantee period of 18 months from the date of supply + 6 months claim lodging period) or 18 months from the date of commissioning (Guarantee period of 12 months from the date of commissioning + 6 months claim lodging period) whichever is earlier. The PBG should be sent to us directly by your Banker.	TO NOTE AND CONFIRM	
1.11.3	In case PBG is not accepted by the vendor, the offer will be liable for rejection.	TO NOTE AND CONFIRM	
1.11.4	Confirm quoted prices shall remain firm and fixed till complete execution of order. Price Variation shall not be considered on any account. Confirm compliance.	TO NOTE AND CONFIRM	
1.12	PART ORDER		
1.12.1	Confirm acceptance of part order without any stipulation of minimum order value/ quantity. (However individual quantities will not be split)	TO NOTE AND CONFIRM	
1.12.2	In case of part order confirm all lumpsum charges quoted extra if any viz. Documentation, testing, packing, crating, handling, FCA charges etc., can be considered on prorata value basis. Confirm compliance.	TO NOTE AND CONFIRM	
1.12.3	Repeat Order- Vendor to confirm acceptance of repeat order within 12 months from the date of basic P.O	TO NOTE AND CONFIRM	
1.13	PRICE REDUCTION SCHEDULE		
1.13.1	Acceptance to price reduction for delay in delivery beyond contractually agreed schedule @ ½% of undelivered order value per week of delay or part thereof, subject to a ceiling of 5% of total order value as per Clause No. 20 of BPCL's GPC.	TO NOTE AND CONFIRM	
1.13.2	In case this point is not accepted by the vendor, loading shall be done as per Clause 1.16.1	TO NOTE AND CONFIRM	
1.14	PAYMENT TERMS		
1.14.1	For Supply-Terms of payment: Payment will be made on submission of non negotiable documents (Invoice, Packing list and Airway Bill) directly to BPCL OR payment by CAD (Cash against Documents) OR Payment by Letter of Credit. However payment will be made in two parts as below: i) 80% of the value of equipment against shipping documents. ii) Balance 20% of the value of equipment by TT against satisfactory installation and commissioning of the equipment and on submission of 10% value of PBG.	TO NOTE AND CONFIRM. VENDORS TO CONFIRM WHETHER THEY CONFIRM LC OR CAD.	

1.14.2	BPCL will not establish LC for value below USD 5,000.00. Preferred payment terms are CAD/TT. However in case of payment by LC, all foreign banker charges will be to the account of beneficiary only.	TO NOTE AND CONFIRM. VENDORS TO CONFIRM WHETHER THEY CONFIRM LC OR CAD.	
1.14.3	Please note that in the event of delay in delivery, payment shall be released after making price reduction from your bills and relevant clause in this respect shall be inserted in L/C	TO NOTE AND CONFIRM	
1.14.4	Bidder to provide the bank details, Swift code etc for the above purposes along with the unpriced part of the bid.	TO SPECIFY	
1.14.5	Vendor to confirm that Duties in India is not included in the price and shall be borne by BPCL and that overseas is included in the price.	TO NOTE AND CONFIRM	
1.14.6	Confirm all taxes, duties and levies of any kind payable upto port of shipment shall be borne by supplier	TO NOTE AND CONFIRM	
1.14.7	TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES-The BIDDER / CONTRACTOR shall accept full and exclusive liability at his own cost for the payment of any and all taxes, duties, cess and levies howsoever designated, as are payable to any government, local or statutory authority in any country other than India as are now in force or as are hereafter imposed, increased or modified and as are payable by BIDDER / CONTRACTOR, his agents, Sub-Contractors and its/ their respective employees for or in relation to the performance of this Contract. The BIDDER / CONTRACTOR shall be deemed to have been fully informed with respect to all such liabilities and considered and included the same in its bid and the Contract Price shall not be varied in any way on this account	TO NOTE AND CONFIRM	
1.14.8	Bidder to confirm that bank charges at respective ends shall be respective accounts. However LC amendment charges due to reasons attributable to bidder shall be borne by the bidder.	TO NOTE AND CONFIRM	
1.14.9	In case vendor insists for Confirmed LC, confirmation charges are to be borne by the vendor.	TO NOTE AND CONFIRM	
1.15	EVALUATION CRITERIA		
1.15.1	Quoted prices in foreign currency shall be considered for evaluation. Exchange rate as per SBI TT Selling rate on the previous working day to the date of opening of the price bid shall be considered for conversion of the offer to INR for comparison and evaluation of the quotes.	TO NOTE AND CONFIRM	

1.15.2	Price evaluation will be done on item wise landed cost basis as per the special conditions of the contract provided	TO NOTE AND CONFIRM	
1.16	LOADING CRITERIA FOR COMMERCIAL DEVIATION		
	Deviation on Price Reduction for Delayed Deliveries (Considering GPC clause of 0.5% per week of delay- max 5% total order value) :		
1.16.1	In case the vendor does not accept the delayed delivery clause or take exceptions to the % rate mentioned in GPC, loading shall be done to the extent of maximum of 5% on the total order value or the differential % not agreed by the supplier	TO NOTE AND CONFIRM	
1.17	GENERAL		
1.17.1	Confirm acceptance of BPCL's 'General Purchase Conditions', holiday listing policy & Special Terms and Conditions in toto.	TO NOTE AND CONFIRM	
1.17.2	Indicate relationship with any of our Directors.	TO SPECIFY	
1.17.3	Please confirm you have not been banned or delisted/holiday listed by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. The declaration of holiday listing is to be signed and submitted along with unpriced bid	TO NOTE AND CONFIRM TO CONFIRM SUBMISSION	
1.18	INDIAN AGENT		
1.18.1	Confirm if Indian agent is involved. Please specify the name and details of the Indian agent.	TO NOTE, CONFIRM & SPECIFY	
1.18.2	Confirm whether any commission is payable by BPCL to Indian agent.	TO NOTE AND CONFIRM	
1.18.3	Confirm whether your quoted price is inclusive of commission.	TO NOTE AND CONFIRM	
1.18.4	The commission payable to Indian agents, if any, in Indian Rupees in terms of agreement (enclosing the copy of the same) shall be paid as per government guidelines prevailing for such payments	TO NOTE, CONFIRM AND SPECIFY	
1.18.5	The commission to be paid to Indian agents shall be made in Indian Rupees only based on the exchange rate prevailing on the day of price bid opening and would not be subject to exchange rate variation.	TO NOTE AND CONFIRM	

1.18.6	<p>The tenderers should also furnish the following particulars of the Indian agents/associates/and/or the foreign firms.</p> <p>1) Name & address of the Indian agent, if any.</p> <p>2) Confirmation that the Indian agent is registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi (enclosing a copy of their valid registration certificate).</p> <p>3) If your Indian agent is not registered with DGS&D, New Delhi, confirm that they will get themselves registered with them immediately and forward a copy of the same.</p> <p>4) Agency commission payable, if any, shall be paid in Indian Rupees only after receipt of material at site subject to furnishing a valid Registration Certificate from DGS&D, New Delhi.</p> <p>5) The precise relationship between the foreign manufacturer/ principals & their Indian Agents/Associate;</p> <p>6) The mutual interests which the manufacturer/principals and the Indian agents/associates have in the business of each other.</p> <p>7) Any payment which the agent/associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee</p> <p>8) Indian agent's Income Tax PAN.</p> <p>9) The foreign supplier's Income Tax PAN</p>	TO SPECIFY	
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COMPANY NAME : _____

CONTACT PERSON : _____

MOBILE NO. : _____

e-MAIL ID : _____

SEAL AND SIGNATURE OF BIDDER

SECTION 5**INSTRUCTIONS TO BIDDERS****A. OEM RESPONSIBILITY**

The original equipment manufacturer (OEM) should confirm in writing that the spares for the quoted model will be available for a period of ten years after the model is discontinued by the parent company.

In case the OEM is bidding through an Indian agent, the OEM should give a written undertaking that they will be responsible for providing the warranty and annual maintenance as per the clauses above, even if there is a change in the Indian agency of the manufacturer.

The undertaking from OEM should also include that, if in future, OEM does not have any Indian agency, the Service will be provided directly by the service engineer of the OEM.

B. WARRANTY

Warranty: 2 years after commissioning at site for all parts of the unit as well as for performance as per the designed conditions. In case of breakdown during the warranty period, a competent service engineer of the supplier should make as many visits as are necessary to rectify the instrument at no extra cost to BPCL.

The supplier should provide any spares required (Not covered in 2 year spares) for making the instrument operational during warranty free of charge to BPCL.

C. OFFER

In case Indian agent/authorized representative quoting the offer on behalf of foreign principal vendor, price quote should be in foreign currency and order would be placed on principal vendor.

Indian agent can submit the offer online with due authorization from their principal vendor.

Indian agent can have separate digital certificate for participating in the tender. Either principal or Indian agent can submit the offer.

If principal vendor submits the offer then the Indian agents offer will not be considered. Order may be placed on the principal vendor as per the offer.

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

- Bids shall be evaluated on the basis of landed cost at Site (including all supplies and services), all duties, taxes, transportation.
- Commercial loading shall be done on FOT dispatch Point price.
- Suppliers shall dispatch the goods by road to BPCL, through Bank Approved Transporters only and shall quote firm freight charges accordingly. If a supplier does not quote freight charges, his offer shall be loaded with maximum freight charges as quoted by the other bidders.

1.2 Where only Foreign Bids are under comparison

- Bids shall be evaluated on CFR basis considering sea/air freight as under: Packages/equipments/pipes & plates: Firm freight as quoted by bidders
- If a supplier does not quote freight charges, his offer shall be loaded with maximum freight charges as quoted by the other bidders.

- Exchange rate for foreign currency conversion to Indian rupees shall be considered as per the TT selling rate published by The State Bank of India on the previous working day of opening of the price bids.

1.3 Where Indian as well as Foreign Bids are under comparison

Domestic Bidders:

- Bids shall be evaluated on the basis of landed cost at Site (including all supplies and services), all duties, taxes, transportation.
- Commercial loading shall be done on FOT dispatch Point price.

Foreign Bidders:

- Bids shall be evaluated on the basis of landed cost at Site (including all supplies and services) including third party inspection by agencies as mentioned in GPC, all duties, taxes and transportation charges as under.

1.4 Transit insurance/Marine Insurance shall be excluded from suppliers' scope for the items where only supply involved and the same shall be arranged by the owner. For purchases involving site work, the Comprehensive (Transit/Marine cum storage, erection, till handing over of equipment) Insurance shall be arranged by Owner.

E. COMMERCIAL LOADING OF OFFERS IN CASE OF DEVIATIONS

1.1 Basis of Loading

The Foreign Bids on supplies shall be loaded on FOB/FCA Port of Exit prices and the Indian Bids shall be loaded on FOT Dispatch Point prices. For services loading shall be on the basic prices without taxes and duties.

1.2 Payment Terms

If any differential payment terms is offered by the vendor as against BPCL terms mentioned in this tender and the same is acceptable to BPCL, Vendor shall be loaded at a rate equivalent to benchmark prime lending rate (BPLR) of State Bank of India applicable on the date of opening price bid, calculated for the applicable differential period for the applicable amount.

Differential Period of any other stage shall be suitably decided at the time of evaluation.

1.2.1 Foreign suppliers shall not be permitted to offer differential payment terms as against the terms specified in the RFQ/ GPC and in case they insist, their offer shall be rejected.

1.2.2 Advance along with FOA/ PO will not be allowed. If a supplier insists for advance payment along with FOA/PO, his offer shall be rejected.

1.3 Performance Bank Guarantee (PBG)

1.3.1 Performance Bank Guarantee shall be required as specified in the SCC. In case a supplier offers to give a PBG for less than 10% of order value, or for a lesser period than what is provided in GPC, loading shall be done for the differential amount and/ or the differential period. For differential period/ amount, the following example will amplify the methodology of loading (if GPC specifies 10% PBG for 18 months + 6 months claim period = Total 24 months):

For differential period:

Period offered by Bidder Loading

10% for 24 months - No loading

10% for 18 months - $10\% \times 6/24 = 2.5\%$

10% for 12 months - $10\% \times 12/24 = 5.0\%$

10% for 6 months - $10\% \times 18/24 = 7.50\%$

For differential Amount:

Other than 10%: To be loaded by percentage by which PBG is short of 10%.

- 1.4 Penalty for Delayed Deliveries shall be as per the RFQ documents:-
- 1.4.1 In case a Supplier does not accept the delayed delivery clause and/or takes any deviation (insists for liquidated damages or indicates penalty clause in place of Price Reduction Clause) or takes exception to the percentage rate mentioned in GPC or SCC, the offer of such supplier(s) shall be loaded by 5%. The Foreign Bids on supplies shall be loaded on FOB/FCA Port of Exit prices and the Indian Bids shall be loaded on FOT Dispatch Point prices. For services, loading shall be on the basic prices without taxes and duties.
- 1.5 Price variation:
- 1.5.1 Bidders must quote firm & fixed prices.
- 1.6 Indian Freight charges:
- 1.6.1 Indian bidders shall quote firm freight charges up to destination by road on freight prepaid door delivery basis through bank approved transporters for all cases.
- 1.6.2 If a bidder does not quote freight charges, his offer shall be loaded with maximum freight charges as quoted by the other bidders.
- 1.7 Indian taxes / duties
- In case a bidder states that taxes/duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes/duties applicable.
- 1.8 Any other loading not explicitly covered above but as required in the opinion of OWNER to bring the offers on par shall also be considered for evaluation and comparison.

SECTION 6

FORMAT FOR APPLICABLE CHARGES, FREIGHT AND GST

FORMAT FOR PROVIDING FREIGHT AND GST FOR LOCAL SUPPLY (INDIAN BIDDERS)

Vendor shall provide % rates against each item in response column. If any of the conditions are not applicable vendor to specify Nil/NA

S No	Commercial conditions description	Vendor's Action	Vendor's response
Supply of Glass Jacketed Reactor for BPCL CRDC, Greater NOIDA.			
1	Freight charges for door delivery at CRDC, Noida (%)	Vendor to specify	
2	SGST for Supply (%)	Vendor to specify	
3	CGST for Supply (%)	Vendor to specify	
4	IGST for Supply (%)	Vendor to specify	
5	Invoicing / Billing Location	Vendor to specify	
6	HSN Code	Vendor to specify	

I hereby confirm that above commercial conditions shall supersede the clauses if any repeated anywhere in quotation.

VENDOR NAME : _____

SIGNATURE WITH SEAL: _____

FORMAT FOR PROVIDING GST FOR AMC			
Vendor shall provide % rates against each item in response column. If any of the conditions are not applicable vendor to specify Nil/NA			
S No	Commercial conditions description	Vendor's Action	Vendor's response
Supply of Glass Jacketed Reactor for BPCL CRDC, Greater NOIDA.			
1	GST (%) as a percentage, applicable on quoted AMC	Vendor to specify	
2	SAC Code	Vendor to specify	

Note :

1. Indian bidders are required to indicate GST (in percentage) which will be applicable on AMC charges.
2. Non-Indian bidders : GST is payable by BPCL directly to the tax authorities.
3. TDS (Tax Deducted at Source) :
 - a) Indian Bidders : TDS shall be deducted from the invoice value by BPCL and necessary certificate shall be issued by BPCL.
 - b) Non-Indian Bidders : Withholding tax shall be deducted from the invoice value by BPCL and necessary certificate shall be issued by BPCL.

I hereby confirm that above commercial conditions shall supersede the clauses if any repeated anywhere in quotation.

VENDOR NAME : _____

SIGNATURE WITH SEAL: _____

**FORMAT FOR PROVIDING FREIGHT TAXES, DUTIES ETC
FOR IMPORT SUPPLY (NON-INDIAN BIDDERS)**

Vendor shall provide % rates against each item in response column. If any of the conditions are not applicable vendor to specify Nil/NA

S No	Commercial conditions description	Vendor's Action	Vendor's response
Supply of Glass Jacketed Reactor for BPCL CRDC, Greater NOIDA.			
1	Currency	Vendor to specify	
2	FCA Charges (% on Ex-Works price)	Vendor to specify	
3	Air Freight Charges (% on Ex-Works price) (Please indicate the airport of discharge-Mumbai or Delhi)	Vendor to specify	
4	Port handling charges (%)	Shall be suitably loaded as per Guidelines	
5	Custom clearance charges (%)	Shall be suitably loaded as per Guidelines	
6	Inland transportation to site including service tax (%)	Shall be suitably loaded as per Guidelines	
7	Any other charges/Taxes/Customs duties / GST (%)	Shall be suitably loaded as per Guidelines	

I hereby confirm that above commercial conditions shall supersede the clauses if any repeated anywhere in quotation.

VENDOR NAME : _____

SIGNATURE WITH SEAL: _____

SECTION 7

GENERAL PURCHASE CONDITIONS (ATTACHED)

Bharat Petroleum Corporation Limited

General Purchase Conditions

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

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Bharat Petroleum Corporation Limited

General Purchase Conditions

1. DEFINITIONS :

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

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

2. REFERENCE FOR DOCUMENTATION :

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

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

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER :

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

4. LANGUAGE:

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

5. Price :

Unless otherwise agreed to the terms of the RFQ, price shall be :

Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.

6. TAXES AND DUTIES :

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

6.1. EXCISE DUTY :

- 6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor's account.

- 6.1.2. In case Excise Duty is not applicable at present : Excise duty due to change in turn over is not payable. If applicable in future, the same will be borne by vendor.

- 6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.

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

6.2. SALES TAX / VAT/GST :

- 6.2.1. Sales Tax as applicable at the time of delivery within scheduled delivery period will be payable by BPCL. Vendor shall give details of local sales tax and/or central sales tax currently applicable in their offer. The rates applicable for "CST without form C", "CST with form C" and "VAT" shall be clearly indicated.

- 6.2.2. Input VAT Credit may be claimed by BPCL, wherever applicable. Vendor shall submit the TAX invoice.

6.3 Service tax :

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

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

6.4 FREIGHT AND OCTROI :

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

6.5. NEW STATUTORY LEVIES :

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

6.6 Variation in Taxes/Duties

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

7. INSPECTION :

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

8. SHIPPING :

8.1 SEA SHIPMENT :

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

The bills of lading should be made out in favour of 'Bharat Petroleum Corporation Ltd.. or order'.

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

SHIPPING DOCUMENTS :

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

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

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

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 Licences, if any required from the American Authorities shall be Obtained by the U.S. Suppliers. If need be assistance for obtaining such export licences would be available from India Supply Mission at Washington.

8.2 AIRSHIPMENT :

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

TRANSMISSION OF SHIPPING DOCUMENTS :

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

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

Documents	BPCL (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 despatches will be made by the originator of Purchase Order :

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

13. GUARANTEE/WARRANTY :

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEE :

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

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

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

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

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

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

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

15. PACKING & MARKING :

15.1 PACKING :

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

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

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

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

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

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

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

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

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

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

- 15.1.12 Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.
- 15.1.13 Pipes shall be packed as under:
- a. Upto 50mm NB in wooden cases/crates.
 - b. Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.

c. Above 100mm NB in loose.

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

15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing.

In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.

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

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

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

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

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

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

15.2. MARKING :

The following details to be written on the side face of packing:

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

15.3 Imported items :

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

BHARAT PETROLEUM CORPORATION LIMITED
(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corpn.Ltd.

(With detailed address as given in Special Purchase Conditions)

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

NOTE :

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

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

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

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

16. DELIVERY :

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering / procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.

- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

17. UNLOADING AND STACKING :

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

18. TRANSIT INSURANCE :

Unless otherwise mentioned,

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

19. VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 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 owners premises shall be considered for calculation of price reduction for F.O.R destination contract.

In the case of imports, the contractual delivery date shall be considered from the date of 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;
- (iii) epidemic, plague or quarantine;
- (iv) air crash, shipwreck, or train wreck;
- (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- (vi) radioactive contamination or ionizing radiation;

(B) Notice and Reporting:

- (i) The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify the BPCL in writing of such event of Force Majeure and provide the following information:
 - (a) reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
 - (b) such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and
 - (c) all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.
- (ii) The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its

obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

(C) Mitigation Responsibility:

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

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

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

(E) Force Majeure Events Exceeding 60 Days

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

agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.

23. ARBITRATION CLAUSE :

- 23.1 Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director(Marketing) / 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. (legal)

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:

BPCL

Vendor

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

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

To,
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

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

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

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

ii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

iv. This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.

v. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee / Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages or 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:

SECTION 8**COMMERCIAL DEVIATION FORM**

Name of vendor:

Schedule of Deviations in reference to COMMERCIAL TERMS AND CONDITIONS

1. Vendor may give here a consolidated list of Commercial deviations for all sections of the tender document, which for an appropriate offer is considered unavoidable by him.
2. Deviations mentioned elsewhere in the offer shall not be taken cognizance by the COMPANY and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
3. Vendor shall state the reasons for the deviations in the `Remark' column.
4. All other clauses of the COMMERCIAL TERMS AND CONDITIONS (not mentioned in this form) shall be deemed to be fully complied by the PCMS vendor
5. Only the deviations listed herein, in conjunction with the COMMERCIAL TERMS AND CONDITIONS, shall constitute the contract requirements for the award of job to the vendor.
6. BPCL reserves the right to reject the offer based on the deviations.

Sr. No.	Page No.	Clause No.	Commercial terms and conditions	Deviations	Remarks
1	2	3	4	5	6

VENDOR :**Signature of the authorized signatory** :**Name of the authorized signatory** :**Stamp & Date** :

SECTION 9**E-BIDDING INSTRUCTIONS****1.0 GUIDELINE FOR E-PROCUREMENT SYSTEM:**

Bharat Petroleum Corporation Ltd. has gone for online submission of bid through e-procurement system on <https://bpcleproc.in>. Bidders are advised to read the Instructions for participating in the electronic tenders directly through internet (Bid Submission Manuals are available on the above mentioned e-procurement site).

As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Signature Certificate of Class 3 (Signing and Encryption) and above 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 tenderer. In case any tenderer so desires, he may contact our e-procurement service provider M/s. E-procurement Technologies Ltd, Ahmedabad (Contact no. 079-40016868) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents / fees. Non availability of Digital Certificate shall be considered as the vendor's regret.

To participate on tenders hosted by BPCL on e-procurement site, bidders are required to have a digital certificate and do "Enrollment" (Register on site) by creating one User Id on the above site.

Bidders shall make their own arrangement for e-bidding. The Un-priced Technical Bids along with all the copies of documents should be submitted in e-form only through BPCL e-Procurement system. Before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document after attaching digital signatures, the digital signature shall again be attached to the modified documents before uploading the same.

Late and delayed Bids / Offers after due date / time shall not be permitted in E-procurement system. However if bidder intends to change the bid already entered may change / revise the same on or before the last date and time of submission deadline. No bid can be submitted after the last date and time of submission has reached. The system time (IST) that will be displayed on e-Procurement web page shall be the time and no other time shall be taken into cognizance. Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid. No bid can be modified after the dead line for submission of bids.

BPCL shall not be responsible in any way for failure on the part of the bidder to follow the instructions. Further BPCL in any case will not be responsible for inability of the bidder in participating in the event due to ignorance, failure in Internet connectivity or any other reason. It is advised that the bidder uploads small sized documents preferably (up to 5 MB) at a time to facilitate in easy uploading into e-Procurement site. BPCL does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

Bidders are required to Login with their User ID & Password (along with Digital Certificate) on e-tendering site (<https://bpcleproc.in>), then click on “Dashboard”, click on “Action” button against required Tender, If the required tender number/ details are not available in the first displayed page, then they can click on “more” button, for proceeding to next page(s). They will get “Download files” as well as “Tender Common Forms” on the same page. For participating in tender and for download Tender Documents, click on “Participate”. In the same menu, one can upload the scanned, signed stamped documents in “Edit Bid Common Forms”.

For downloading Java, please click on “Download JRE 6” on login page or more details about Bidding steps. Also, “New User Instruction Manual” from log in page can be referred.

Bidders are required to save / store their bid documents for each item into their computers before submitting their bid into e-tender.

2.0 CONTACT PERSONS:-

FOR E-TENDERING RELATED ISSUES:

If tenderers need some clarifications or are experiencing difficulties while enrolling or while participating in this e-Tender, please E-Mail to the following E-Mail ID along with the snapshots of the errors being faced to:

Email - support@bpcleproc.in

(OR) Contact the following helpdesk numbers: All India +91 79 40016868.

SECTION - 10**PROFORMA OF DECLARATION OF HOLIDAY LISTING****In the case of a Proprietary Concern:**

I hereby declare that neither I in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid / Tender nor any other concern in which I am a proprietor nor in any partnership firm in which I am involved as a Managing Partner have been placed on holiday list declared by Bharat Petroleum Corporation Limited/MOP&NG/any other Oil PSEs, except as indicated below:

(Here given particulars of holiday listing and in absence thereof state "NIL").

In the case of a Partnership Firm

We hereby declare that neither we, M/s. _____ submitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor of any firm or concern have or has been placed on holiday list declared by Bharat Petroleum Corporation Limited/MOP&NG/any other Oil PSEs, except as indicated below:

(Here given particulars of holiday listing and in absence thereof state "NIL").

In the case of Company

We hereby declared that we have not been placed on any holiday list declared by Bharat Petroleum Corporation Limited/MOP&NG/any other Oil PSEs, except as indicated below:

(Here given particulars of holiday listing and in absence thereof state "NIL").

It is understood that if this declaration is found to be false in any particular, Bharat Petroleum Corporation Limited shall have the right to reject my / our bid, and, if the bid has resulted in a contract, the contract is liable to be terminated.

Place: _____

Signature of the Bidder _____

Date: _____

Name of the Signatory _____

SECTION - 11

PURCHASE PREFERENCE POLICY LINKED WITH LOCAL CONTENT (PP-LC)

(ATTACHED)

PURCHASE PREFERENCE POLICY LINKED WITH LOCAL CONTENT (PP-LC)

"MOP&NG has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content.

Project owner reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements/conditions defined herein and submitting documents required to support the same.

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) of **20% (2017-18), 22% (2018-20) and 25% (2020-22)** (in line with **Table - 2** of policy). The Policy shall be implemented in the following manner.

- a. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- b. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the Lowest bidder.
- c. In 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 price within a price band of (+) 10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- d. In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from 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 the 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 be exercised as under :
- i. The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e. PP-LC 2017 or PPP-2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, his offer would be evaluated considering PPP-2012 as 'the default chosen option.
In case a MSE bidder 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 offer 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 exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.
- g. In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to 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 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 item

LI 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 L3 bidder matches the LI price, order shall be placed on him, otherwise option for matching the LI price shall be given to L2 bidder (PP-LC)

Divisible Item

LI bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the LI price. If bidder matches the LI 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 LI 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 bidder, 2 to PP-LC bidder and left out 01 no. to natural LI bidder.

- i. In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.
- j. In case lowest bidder is a PP-LC bidder purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012 only.
- k. Certification of Local Content

Manufacturers of goods and/or providers of service, 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 at aggregate level like supply value, transport value and other heads 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 case of a partnership firm.

iii) Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

Note:

1. Sample formats for calculation of LC are enclosed as **Appendix I, II & III** (Use relevant appendix for calculation of the local content - by bidder.)
2. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of 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 service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service. The total cost of service shall be constituted of the cost spent for rendering of service, covering: 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 the purchaser shall not have any liability to verify the contents and will not be responsible for the same.

However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of 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 or above:

Supplier shall provide the necessary local content documentation to the statutory auditor, who shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the goods or service 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 minimum Local Content specified in the enquiry document, fails to achieve the same, the following actions 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 of this milestone payment shall be released after completion 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 released 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 were within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

Table 2: TARGET OF LOCAL CONTENT OF GOODS/SERVICES IN MIDSTREAM AND DOWNSTREAM

Items	Local Content (%)		
	2017-18	2018-20	2020-22
Service Contracts	20%	22%	25%
Supply Contracts	20%	22%	25%
EPC Contracts (others)	30%	35%	40%

Note:

1. The proposed policy is not applicable for DMEP and MSME, there being specific policies for those products/ services
2. The prescribed local content in the above Tables (Table 1 & Table 2) shall be applicable on the date of Notice inviting Tender.

Appendix - I

LC of Goods

Table: CALCULATION OF LOCAL CONTENT – GOODS

Name of Manufacturer	Calculation of manufacturer Cost per ne 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

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

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

LC of Service

Table: CALCULATION OF LOCAL CONTENT – SERVICE

NAME OF SUPPLIES OF GOODS/PROVIDER OF SERVICE			Cost Summary				
			Domestic	Imported	Total	LC	
				Rs/US\$		%	Rs/US\$
			b	c	d	e = b/d	f = dxe
A.	I. Material used cost	Rs. US\$					
	II. Personnel & Consultant Cost	Rs. US\$					
	III. Other service cost	Rs. US\$					
	IV. Total cost (I to IV)	Rs. US\$					
B.	Taxes and Duties	Rs. US\$					
C.	Total Quoted price	Rs. US\$					

Note

$$\% \text{ LC Services} = \frac{\text{Total cost (A.IV.d)} - \text{Total imported component cost (A.IV.c)}}{\text{Total Cost (A.IV.d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A.IV.b)}}{\text{Total Cost (A.IV.d)}} \times 100$$

LC of EPC Contracts

A.	COST COMPONENT Rs./US\$	Cost Summary				
		Domes tic	Imported Rs/US\$	Total	LC	
					%	Rs/US\$
		b	c	d	e=b/d	f=dxe
I	GOODS					
1	Material Used Cost					
2	Equipment Cost					
3	Sub Total I					
II	SERVICES					
1	Personnel & Consultant Cost					
2	Equipment & Work Facility Cost					
3	Construction/Fabrication Cost					
4	Other Services Cost etc.					
5	Sub Total II					
III	TOTAL COST GOODS + SERVICES					
B	NON COST COMPONENT					
C	TOTAL QUOTED PRICE					

Note

% LC Combination =

$$\frac{[\text{Total domestic component cost of goods (A.I.3.b)} + \text{Total domestic component cost of service (A.II.5.b)}]}{\text{Total Cost (A.III.d)}} \times 100$$

SECTION - 12**ANTI-PROFITEERING DECLARATON FORMAT****To whomsoever it may concern.**

I, Mr. _____, proprietor / _____ (similar salutations for other authorized signatories) of

M/s. _____, hereby solemnly and sincerely declare, that I have abided with all the laws and rules, as applicable on me/my firm/my company from time to time, in my dealing with M/s Bharat Petroleum Corporation Limited ('BPCL'), including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017.

In furtherance and compliance of the said section, I declare, that I have made commensurate reduction in the prices of the goods and/or services as provided by me/my firm/my company to BPCL on account of any input tax credits availed by me/my firm/my company as a registered taxable person or the reduction in the price on account of any reduction in the tax rate, as applicable, from time to time.

I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under state law.

Date: _____

Place: _____

To be signed by the authorized person under the firm's seal

SECTION – 13

GST DETAILS (ATTACHED)

GUIDELINES TO FILL THE TEMPLATE

1. All the details are mandatory to be filled in. The template as well as GST Registration Certificate copy is required to be dated, stamped & signed by the authorized signatory.
2. **Address in the template should be as given in GST Registration for the respective state. In case of multiple GST registrations, kindly fill in separate templates for each registration.**
3. Signed template along with supporting documents to be sent in PDF FORMAT ONLY (maximum 1 MB) to Email ID z_bpec_gstreg@bharatpetroleum.in with standard subject line as **"GST Registration for vendor code 3XXXXX"**
4. All our future communication shall be made through updated Mobile no./Email ID/ Address as provided in the Template.
5. **PLEASE NOTE THAT IF GST REGISTRATION DETAILS ARE NOT PROVIDED TIMELY, FUTURE PAYMENTS MAY GET DELAYED.**
6. If you are yet to get the registration details or in the process of getting the registration, please provide the details accordingly in point no. 6 of the template.
7. For any further clarification, you may contact procurement officer in nearest BPCL location or call us on toll free no. of BPEC 1800-224-221.

Template for Updation of GST Registration details

S.No.	Particulars	Details					
1	Name of the vendor						
2	Vendor Code in BPCL						
3	Email ID						
4	Mobile No.						
5	Whether registered under GST	Registered	<input type="text"/>	Composition	<input type="text"/>	Unregistered	<input type="text"/>
6	If Not registered, Reason for the same	1. Below threshold limit <input type="text"/> 2. In process of registrations <input type="text"/> 3. Other, pl specify <input type="text"/>					
7	Whether located in SEZ	Yes	<input type="text"/>	No	<input type="text"/>		
8	GSTN no. /Composition registration no. <u>(Please attach the self attested registration Certificate)</u>						
9	Address as per GST Registration for the state: City: State: Pin Code:						
10	Whether having multiple registration in a state	Yes	<input type="text"/>	No	<input type="text"/>	If Yes, specify business unit	

I/We confirm that information provided above is true to my knowledge & belief.

Date: _____

(Name & Signature of Authorized signatory)

(Company Seal)

Place: _____

Template for Updation of GST Registration details

S.No.	Particulars	Details					
1	Name of the vendor	ABC Pvt Ltd					
2	Vendor Code in BPCL	300000					
3	Email ID	abc_pvt_ltd@testmail.com					
4	Mobile No.	9898989898					
5	Whether registered under GST	Registered	✓	Composition	<input type="text"/>	Unregistered	<input type="text"/>
6	If Not registered, Reason for the same					1. Below threshold limit	<input type="text"/>
						2. In process of registrations	<input type="text"/>
						3. Other, pl specify	<input type="text"/>
7	Whether located in SEZ	Yes	<input type="text"/>	No	✓		
8	GSTN no. /Composition registration no. (Please attach the self attested registration Certificate)	27AAACB2901CXXM					
9	Address as per GST Registration for the state: City: State: Pin Code:	XYZ Street Near Railway Station Mumbai Maharashtra 400078					
10	Whether having multiple registration in a state	Yes		No	✓	If Yes, specify business unit	

I/We confirm that information provided above is true to my knowledge & belief.

Date:8th May 2017

Place:Mumbai

Mr. ABC (Director)
(Name & Signature of Authorized signatory)

©
(Company Seal)

SECTION – 14

BPCL SUPPLIER/ VENDOR ADVISORY ON ENVIRONMENTAL CRITERIA
(ATTACHED)

BPCL Supplier/Vendor Advisory on Environmental Criteria

Dear Suppliers,

As you are aware that environment is one of the most precious gifts given to us by Mother Nature. We must be conscious of our actions and act responsibly to preserve and conserve the environment.

BPCL has always endeavored to be a responsible & conscious corporate citizen. We would also want to engage you - our suppliers - in the efforts to reduce our impact on the environment.

Below are the advisory guidelines on environmental criteria, which we want our suppliers to follow –

1. Emission / Pollution Control (Air, Water, Soil, Noise, etc.) –
 - a. The organization and its all operations should follow all laws related to emission / pollution norms.
 - b. The organization should get all necessary approvals & certifications for emission / pollution control from relevant authorities for plants, equipment, vehicles etc.
 - c. Monitoring mechanism should be put in place for all emissions / pollution emitted from organization owned assets ex. equipment, vehicles etc.
 - d. Organization should conduct training and awareness programs for the staff on emission / pollution impacts & prevention.
2. Energy
 - a. Monitoring energy consumption by the organization from all sources should be done.
 - b. Organization should strive to reduce energy consumption by employing energy efficiency & conservation measures.
 - c. Use of alternate fuel sources & renewable energy should be promoted by the organization.
3. Water
 - a. Water consumption from all the sources should be monitored by the organization.
 - b. Reduction in water consumption should be aimed by treating waste water & alternative use of waste water.
 - c. Waste water should be treated to remove harmful elements before releasing it to the eco-system.
4. Reducing Resource Intensity -
 - a. Optimization / reuse / recycle techniques should be used to reduce the use of resources.
 - b. Minimizing use of resources having major environmental impact should be done and substitutes should be found.
 - c. Proper handling should be done for hazardous resources (chemicals etc.) having impact on humans & eco system.
5. Waste Management
 - a. Waste segregation based on type of waste (solid, liquid, hazardous, etc.), generated by the organization should be done.
 - b. Opportunities for recycling & reuse of waste should be identified & promoted by the organization.
 - c. Hazardous waste should be handled by trained personnel & disposed to authorized agencies only.
6. Risk mitigation
 - a. Environmental Risk Assessment should be carried out for all the organization's operations.
 - b. The severity / extent of damage due to the environmental risk should be estimated.
 - c. Staff / personnel involved in operations related to environmental risks should be trained and regular awareness programs should be conducted.

The guidelines are indicative of the direction that the suppliers should take to be more environmentally supportive. Suppliers should join hands with BPCL in making a value chain that is environmentally aware and responsible.