

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



PRESS TENDER

**FOR SUPPLY OF 422-KG LPG CYLINDERS WITH
REQUIRED FITTINGS TO VARIOUS LOCATIONS**

CRFQ NO.: 1000283293

DUE ON: 29/08/17 AT 1500 HRS

M/s.

Dear Sir/Madam,

**Subject: Invitation of bid for supply of about 620 nos. of 422-kg Capacity LPG cylinders fitted with required fittings
(CRFQ no. 1000283293 due on 29/08/17 at 3 pm)**

1. You are invited to submit your offer in a two-part bid for supply of about **620 nos. 422-kg** capacity LPG cylinders (**as indicated in drawing no. LPG: EQ: 450**, attached herewith) fitted with fittings as per the technical specifications attached, over a period of **12 months** at various locations spread all over India as intimated from time to time on the terms and conditions contained in this tender document. **The contract period can be extended by another six months** at the sole discretion of BPCL, in case part or full contract quantity is still open at the end of the initial 12 month period
2. Tenderer is eligible to quote if he has:
 - a) PESO approval for manufacture, design, testing and filling of 422-kg capacity LPG Cylinders conforming to EN 13445 and Gas Cylinder Rules 2004 of PESO, valid as on the due date of this tender. The afore-mentioned PESO approval should include PESO approved / stamped detailed drawings of the cylinder fit for filling LPG having maximum working pressure of 1.66 MPa at -20⁰C /65⁰C, in line with the cylinder drawing no. **LPG: EQ: 450** given in the tender document and all other requirements of BPCL.
 - b) Certificate of inspection and clearance by third party inspection agency approved by PESO.
3. This tender document consists of the following annexures, which are enclosed:
 - a) **Techno-commercial Bid**
 - 3.1 Annexure I - Instructions to Tenderer
 - 3.2 Annexure II - General Instructions to tenderers for e-Tendering for the bid
 - 3.3 Annexure III - Integrity Pact
 - 3.4 Annexure IV - Technical Specifications of 422 kg LPG Cylinders with required fittings
 - 3.5 Annexure V - Drawings
 - 3.6 Annexure VI - Terms & conditions of Agreement for Procurement of 422-kg capacity LPG Cylinders with required fittingsInformation pertaining to Particulars of Tenderers, Relationship with Directors and Rates shall have to be submitted online.
 - b) **Price Bid:** A price bid shall also have to be submitted online as per the proforma given in Annexure I mentioned in point 3.1 above.
4. Tenderers shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the proforma mentioned in point (3.3) above. The salient points to be noted in regard to IP are:

- a. Proforma of Integrity Pact shall be uploaded by the Tenderer along with the bid documents duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Tenderer's failure to upload the IP duly signed along with the bid document shall result in the bid not being considered for further evaluation.
- b. If the tenderer has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Tenderer, Price reduction amount by forfeiting the EMD/Performance Guarantee as per provisions of the Integrity Pact.
- c. If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity pact, BPCL shall be entitled to demand and recover from contractor, Price reduction amount by forfeiting the Performance Guarantee amount as per provisions of the Integrity Pact.
- d. Tenderers may raise disputes/complaints, if any, with the nominated Independent External Monitor whose name, address and contact numbers are as follows:

1. Name of EIM and E-Mail Id	Shri Brahm Dutt; dutt.brahm@gmail.com	To be contacted for: COMPLAINTS ONLY
2. EIM's Address	A-1/8, Safdarjung Enclave, New Delhi – 110 029	
3. EIM's Mobile Number	09871920282	
1) Name of Procuring Officer- PO	Mr. Maneesh Patney	To be contacted for: All Other Clarifications/ Details Regarding This Tender
2) PO's email ID	patneym@bharatpetroleum.in	
3) PO's Office Address	BPCL, Central Procurement Organization (Mktg), A-Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400 015	
4) PO's Contact Number	(022) 24176417 / Mob. 9820326566	

5. Please visit the website <https://bpclproc.in> for participating in this tender process and submitting your bid online.
6. Additionally, you shall be required to submit the EMD (if applicable), in physical form at our office.
7. Your online bid should be submitted on or before the due date of this tender viz. **29th August, 2017 by 3 pm.**
8. E-tender system will automatically close on the due date and time and bidders will not be able to submit their bids after the closing time. Bids not in the prescribed format are liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents/instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
9. Price bid of only those tenderers shall be opened whose techno-commercial bid is found to be acceptable.
10. Bidders, on BPCL's Black/Holiday List will not be considered. BPCL reserves the right to accept or reject any or all the Offers at their sole discretion without assigning any reason whatsoever. BPCL's decision on any matter shall be Final & any vendor shall not enter into correspondence with BPCL unless asked for. BPCL may call for additional documents if required. BPCL would also consider information already available with them regarding Vendor's credentials.

11. **SUPPORT DESK:** In case of any clarification pertaining to E-Procurement Process, the vendor may contact **ETL** on Contact Numbers and E-Mail Ids, as appended below.

- **All India** : +91 79 4001 6868 support@bpclproc.in
- **CPO(M) Office:** Satyanarayan Behera (90040 14223) satyanarayan@procuretiger.com
: Shyam Kale (77158 14897) mumbai.support@abcprocure.com

12. For clarifications, if any, please feel free to contact us on any working day between 10:00 am to 4:00 pm:

- **PROCUREMENT LEADER:** Maneesh Patney - 022-2417 6417; M – 98203 26566 (patneym@bharatpetroleum.in)
OR
- **DY. MANAGER PROCUREMENT:** A M Sharma - 022-2417 6415; M – 98339 27790 (sharmaam@bharatpetroleum.in)
At
- **OFFICE ADDRESS:** BPCL, Central Procurement Organization (Mktg), 'A' Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400 015

Thanking you,

Yours faithfully,

For Bharat Petroleum Corporation Ltd.

Maneesh Patney
Procurement Leader –CPO (Mktg)

INSTRUCTIONS TO TENDERER

1. Competitive offers are invited in two part bid from the manufacturers of LPG cylinders for the supply and delivery of **620** nos. empty cylinders suitable to contain 422 kg LPG, on the terms and conditions contained herein. Parties shall also be required to procure Multi Valve (Combo Valve), Level Gauge Indicator & SRV (details of all are given in the tender document) and fit them on cylinders.
2. Only parties with PESO approval for manufacture, design, testing and filling of 422-kg capacity LPG Cylinders conforming to EN 13445 and Gas Cylinder Rules 2004 of PESO and Certificate of inspection and clearance by third party inspection agency approved by PESO, valid as on the due date of this tender, are eligible to participate. The afore-mentioned PESO approval should include PESO approved / stamped detailed drawings of the cylinder fit for filling LPG having maximum working pressure of 1.66 MPa at -20⁰C /65⁰C, in line with the cylinder drawing no. **LPG: EQ: 450** given in the tender document and all other requirements of BPCL. They shall be required to furnish documentary evidence for the said PESO approval and Certificate of inspection and clearance, failing which their bid is liable to be rejected.
3. The tender is for a period of **12 months initially** from the date of placement of Rate Contract. **The contract period can be extended by another six months at the sole discretion of BPCL**, in case part or full contract quantity (including any increase in contract quantity) is still open at the end of the initial 12-month period. Escalation/ de-escalation shall be applicable as per the **clause 4 of Annexure VI**.
4. This is basically a rate contract and quantities are not guaranteed. However, state-wise estimated requirement as per best estimate is given at the end of this annexure. BPCL reserves the right to ask for supplies to locations situated in those states also that are not appearing in the list.
5. The tenderer shall have to offer **minimum quantity of 100 nos. Cylinders**.
6. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Tenderers are requested to carefully study all the documents/annexures and understand the conditions, specifications, drawings etc. before submitting the tender and quoting the rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
7. **REFERENCE FOR DOCUMENTATION:**
 - a. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.
 - b. After finalization of Rate Contract / Purchase Order, the number and date of Rate Contract/Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.

8. RIGHT OF CORPORATION TO ACCEPT OR REJECT TENDER:

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

9. LANGUAGE OF BID:

The Bid and all supporting documentation and all correspondence exchanged by tenderer and Corporation, shall be written in English language only.

10. Tenderers are requested to accept the **Integrity Pact (IP)** document by signing it. This document is essential & binding. Tenderer's failure to accept the IP document shall result in the bid not being considered for further evaluation.

11. Techno-commercial bid (consisting of all the attached tender documents, Credential Form and Declaration Form) and Price bid as well as all uploaded documents (as mentioned in clause (15) below) shall form the part of the tender. **Both the techno-commercial bid and the price bid will be online only.** Only **EMD** is exception to this rule, which will have **to be submitted in envelope**. General Instructions to tenderers for e-Tendering for bid are enclosed as **Annexure II**.

12. All the supporting documents should be legible and duly signed, stamped and attested by the authorized signatory as specified in clause (13) below, before uploading them online.

Proforma of **Integrity Pact** has been uploaded as **Annexure III** of tender documents. Tenderer shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory as specified in clause (13) below and witnessed. Thereafter, that copy should be scanned and uploaded by tenderer along with other bid documents.

13. Techno-commercial bid and price bid shall be required to be digitally signed with a class IIB or above digital signature by the authorised signatory. **The authorized signatory** shall be :

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

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

Online submission of the tender under the digital signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions. Tenderer's digital signature on the documents shall be considered as total acceptance of the terms & conditions.

14. Earnest Money Deposit (EMD)

- a) The tenderers shall submit an interest-free Earnest Money Deposit of **Rs.2.5 lakh (Rupees Two Lakh Fifty Thousand only)** by crossed account payee **Demand Draft** drawn on any nationalised/ scheduled bank in favour of **“BHARAT PETROLEUM CORPORATION LTD”** payable at **Mumbai**.
- b) EMD should be submitted in **physical form** in a sealed cover addressed to **Procurement Leader (CPO) - Group V**, boldly super-scribed on the outer cover –
 - CRFQ number
 - Item
 - Closing date/Time
 - Name of the tenderer

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

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

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

- c) Cheques, cash, Money Orders, Fixed deposit Receipts, Bank guarantees etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.
- d) Bid received without the EMD is liable to be rejected.
- e) Units registered with National Small Industries Corporation (NSIC) and/or Micro or Small Enterprises (MSE) are exempted from payment of EMD, subject to :
 - The unit being registered for the item tendered.
 - Registration certificate being valid as on date of quotation.

As the case may be, such tenderers must upload a photocopy of valid NSIC Registration Certificate/ Review certificate duly attested by a gazetted officer/self-attested, (photocopy of application for registration as NSIC or for renewal will not be acceptable) and/or a self-attested copy of all the pages of the EM-II certificate issued by any authority mentioned in the Public Procurement policy of MSEs-2012 or self-attested copy of Udyog Aadhaar Memorandum (UAM), failing which such bid will be treated as bid received without EMD and liable to be rejected.

Such tenderers should also upload a declaration on a duly notarized Rs.100 stamp paper 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.

- f) Registration with DGS&D will not entitle the tenderer to claim exemption from payment of EMD.
- g) EMD is liable to be forfeited (over and above the Holiday listing as applicable vide Holiday Listing policy as specified in Clause 27 of this Annexure), in the event of:
 - i. Withdrawal of offers during the validity period of the offer. (Refer item no. 19 of this Annexure)
 - ii. Non-acceptance of LOI/order, if and when placed.
 - iii. Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - iv. Nonpayment of Supply and Performance Guarantee amount within the stipulated period of 10 days from date of LOI / Purchase Order whichever is earlier.
- h) EMD shall be refunded to all the successful tenderers after they deposit the amount for Supply and Performance Guarantee (refer Item **2 of Annexure VI**) against LOI/Purchase Orders, as placed. In case a successful tenderer wishes to convert the EMD amount to Supply and Performance Guarantee amount, the tenderer should submit written request for the same.
- i) EMD shall be refunded by National Electronic Fund Transfer to all the unsuccessful tenderers after finalization of order on all successful tenderers.

15. The **complete process for submitting the bid** is as follows:

- a. Accept the contents of the following annexures in toto by selecting the appropriate option in the forms provided for this purpose:
 - i Instructions to Tenderer - Annexure I
 - ii General Instructions to tenderers for e-Tendering for bid - Annexure II
 - iii Technical Specifications of 422 kg LPG Cylinders with required fittings - Annexure IV
 - iv Drawings - Annexure V
 - v Terms & conditions of Agreement for Procurement of 422 kg LPG Cylinders - Annexure VI
- b. Proforma of Integrity Pact has been uploaded as **Annexure III** of tender documents. Tenderer shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by tenderer along with other bid documents.
- c. Upload a scanned copy (in pdf or jpg format) of the following documents.

- i. Certificate of valid PESO and Certificate of inspection and clearance duly attested (original as well as the **latest** renewal certificate, if applicable)
- ii. Integrity Pact duly signed and witnessed
- iii. Copy of PAN Card
- iv. Self-attested copy of valid NSIC certificate or a self-attested copy of all the pages of the EM-II certificate issued by any authority mentioned in the Public procurement policy of MSEs-2012 or self-attested copy of Udyog Aadhaar Memorandum (UAM), (if applicable)
- v. Copy of the certificate stating that MSEs is owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, (if applicable)
- vi. Tenderer's declaration on a duly notarized Rs.100 stamp paper 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 (if applicable)
- vii. Certificate of GST Registration.
- viii. Certificate of Partnership Deed/ Memorandum & Articles of Association and Certificate of registration with the Registrar of Companies (if applicable)
- ix. Copies of audited P & L A/c and Balance Sheet for the last three accounting years preceding the due date of the tender
- x. Bankers Certificate indicating Credit worthiness (in value) of the firm
- xi. Organogram

In case the no. of pages to be uploaded is more, then the same can also be zipped and uploaded.

d. Online fill in the information in Credential Bid Form and Declaration Form.

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

B. Price bid

Bidders shall have to online fill in the quotes in the price bid form. The proforma of the price bid form has been provided as clause (33) of this annexure.

Tenderer shall have to quote "Net Cost to BPCL" for each State in which he is willing to supply.

Net cost to BPCL (Rs/ Cyl) for each state is defined as below:

$$\text{Net cost to BPCL} = \text{NDP} - \text{ITC}$$

Where,

NDP or Net Delivered Price consists of Basic Price (Rs/Cylinder), Goods and Services Tax (GST) incl. all cesses, surcharges etc., Freight, Loading / Unloading, Packing Charges etc. complete

ITC or Input Tax Credit is credit available to BPCL against GST charged by the vendor. As on the date of publishing of this tender, the % of ITC available to BPCL is 100% of the applicable GST on 422-Kg capacity LPG cylinders.

Tenderer would also be required to specify **quantity offered unit-wise** for the contract period as per clause 3 above.

“Net Cost to BPCL” should be inputted as 0 (zero) in states where bidder is not interested in supplying.

A price band has been specified for each state and is listed in the price bid form. Only “net cost to BPCL” as quoted by the tenderer, that fall within the price band declared by BPCL shall be acceptable. As a corollary, “net cost to BPCL” for those states falling outside price band (i.e. below the floor price or above the ceiling price) declared by BPCL shall be summarily rejected.

Additionally, bidder would also have to indicate/declare the following cost components online in the form named “Quantity Offered, Basic Price and GST” form:

- Basic Price (Rs/cyl)
- Goods and Services Tax (GST) (including cess, surcharge etc. thereof) in %

For the purpose of placing contracts on successful tenderers, BPCL would back-calculate freight for each state based on the state-wise quoted “Net cost to BPCL” and other cost components indicated/declared as above, using the following formula:

$$\text{Net Cost to BPCL} = [(\text{quoted Basic price per cylinder} + \text{Freight}) * (1 + \text{GST [in \%]/100})] - \text{ITC}$$

where $\text{ITC} = [(\text{quoted Basic price per cylinder} + \text{Freight}) * \text{GST [in \%]/100}]$

An illustration is as under:

Say, a bidder located in the state of Maharashtra, is getting orders in Maharashtra and Haryana. He has indicated a Basic price of Rs 66,000/- per cylinder and GST of 18%. Then for the purpose of placing contracts, freight for each of these states would be back-calculated as follows:

S. No.	State	Quoted Net cost to BPCL (Rs.)	Basic Price (Rs.)	GST @18% (Rs.)	Freight (Rs.)
1	Maharashtra	73,081	66,000	13,154.58	7,081
2	Haryana	70,248	66,000	12,644.64	4,248

Hence, tenderer shall have to quote basic price in such a manner that freight for all the states where he is successful, turns out to be positive. In case the

afore-mentioned back-calculated freight is found to be negative for any state in which the tenderer is successful, then BPCL shall determine the basic price such that freight is at least zero in the states in which vendor is successful.

16. Incomplete bids or bids received with deviations/subjective or counter conditions/quantity restrictions are liable to be rejected. No further correspondence/enquiries raised on this issue by the tenderer shall be entertained. Any terms and conditions stated by the Tenderer in his bid will not be binding on the Corporation.
17. Bids submitted after the due date and time and those not in the format or not in conformity with the prescribed terms and conditions or specifications shall be summarily rejected and no further correspondence/ enquiries shall be entertained on the issue. No responsibility shall be taken by the Corporation and no claims on this account shall be entertained.
18. Unsolicited / conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.
19. The rates quoted against this tender shall be valid for a period of **90 days** from the date of opening of the tender.
20. **ACCEPTANCE OF BIDS BY THE CORPORATION:**

a) Techno-commercial Bid

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

- i. They should have PESO approval for manufacture, design, testing and filling of 422-kg capacity LPG Cylinders conforming to EN 13445 and Gas Cylinder Rules 2004 of PESO, valid as on the due date of this tender. The aforementioned PESO approval should include PESO approved / stamped detailed drawings of the cylinder fit for filling LPG having maximum working pressure of 1.66 MPa at -20⁰C /65⁰C, in line with the cylinder drawing no. **LPG: EQ: 450** given in the tender document and all other requirements of BPCL.
- ii. They should have certificate of inspection and clearance by third party inspection agency approved by PESO.
- iii. They should accept the Techno-commercial bid in entirety as explained in clause 15 above.
- iv. They should have submitted the Integrity Pact duly signed and witnessed
- v. They should accept all the technical specifications and agree to manufacture cylinders as per enclosed drawings
- vi. They should have submitted the EMD or should have uploaded a self-attested copy of valid NSIC Registration Certificate/ Review certificate or a self attested copy of all the pages of the EM-II certificate issued by any authority mentioned in the Public Procurement policy of MSEs-2012 or self attested copy of Udyog Aadhaar Memorandum (UAM) [if and as applicable]
- vii. They should not have been serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with

BPCL/MOPNG or serving a banning order by another Oil PSE for a period that is not over as on the due date of this tender. Declaration to this effect to be submitted by the bidder.

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

b) Price Bid

Price bid would be evaluated as per the order allotment criterion described below.

A. Evaluation Criteria

- i. Through this tender, BPCL seeks to surface the lowest price supplier for each state. Hence, **price bid evaluation shall be done at the level of individual state.**
- ii. Tender will be evaluated State-wise on the basis of "Net cost to BPCL" quoted by the tenderer. Only "Net cost to BPCL" that fall within the price band declared by BPCL shall be acceptable and valid.
- iii. Ranking of tenderers will be based on valid "net cost to BPCL" quoted by them.
- iv. Order allotment shall be done such that the procurement at the floor rate of the price band of each state is maximized.

B. Order Allotment Criteria:

Based on the above, order allotment would be done in a two-step process described below:

1. Allocation for Vendors:

- (a) In the first step, **only quotes received at the floor rates shall be considered and 75% requirement of each state would be allotted.**
- (b) In case several vendors quote at the floor rate of any state then its 75% requirement would be distributed amongst them in the ratio of their proven capacity. A proven capacity based on past performance would be determined for all existing vendors by the following method

Period*	Quantity supplied in 12 months to all OMCs	Weight age	Weighted performance for all OMCs	Quantity supplied to Corporation in 12 months	Weightage	Weighted performance for Corporation

Aug'14 - July'15	D1	25%	$D1*25\% = X1$	A1	100%	$A1*100\% = X4$
Aug'15 - July'16	D2	25%	$D2*25\% = X2$	A2	100%	$A2*100\% = X5$
Aug'16 - July'17	D3	25%	$D3*25\% = X3$	A3	100%	$A3*100\% = X6$

Proven capacity of nth vendor (V_n) = Highest of X1_n or X2_n or X3_n or X4_n or X5_n or X6_n.

- (c) Thereafter, one state shall be taken at a time and 75% requirement of that state would be divided amongst all the bidders who have quoted at floor rate in the ratio of their proven capacity as calculated above.
- (d) Doing a vendor-wise total of this allotment in the first step, would give the part order to be placed on each existing vendor at floor rates. If this part order exceeds the quantity offered by that vendor, then his order allotment would be reduced to the quantity offered. For all such cases, the difference between the sum total of the part order and the quantity offered would be carried forward to the next step of allotment.
- (e) In all cases, allocation will be limited to the Maximum offered quantity.
- (f) Since a dormant vendor (i.e. vendor who has not supplied to OMCs during last 3 years) or a new vendor would not have a past performance record, they would not get any allotment in this step.

2. Allocation of Balance Quantity:

- (a) **Allotment of balance quantity would be done on least cost-to-Corporation basis.**
- (b) In this step, all the valid quotes received would be considered and all bidders quoting the same L1 rates for any state shall be treated at par and accordingly balance requirement would be equally divided amongst the units (for vendors having multiple units, each unit would be considered as a separate entity) to the extent of balance quantity of each vendor.
- (c) Balance quantity of each vendor (i.e. total quantity offered less allotment already done in first step, if any) would be considered available for this second step.

Adding the allotments made in steps (A) and (B) as mentioned above would give total allotment on each vendor.

C. Order Reallocation:

The entire allotment done at the floor rates as described above would be reallocated amongst those states where such orders have been allotted and vendors who have quoted at floor rates, such that the overall vendor

accrual is maximized to the extent possible without changing the state-wise allotment at floor rates, vendor-wise allotment at floor rates and the net cash outflow of BPCL.

21. The contracts shall be finalized at the valid quoted rates that shall change in line with clause 4 of Annexure VI (PRICE AS PER ESCALATION / DE-ESCALATION CLAUSE).
22. In the event the tenderer who has offered the best rates, fails to supply the tendered material, BPCL may place orders with the next best tenderers, if considered necessary.
23. In the event it becomes necessary for the Corporation to procure tendered material at different rates, then the Corporation reserves the right to make order allotment in such a way so as to enable the Corporation to get the maximum advantage.
24. The Corporation reserves the right to reject any and/or every tender without assigning any reason whatsoever and/or place order on one or more tenderers and/ or carry out negotiations with any tenderer in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any un-workable offer.
25. Corporation reserves its right to allow Public Sector Enterprises (Central/ State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

Corporation also 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 and clarifications issued thereof. 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.

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

- a) Self attested copy of all the pages of the EM-II certificate issued by any authority mentioned in the Public procurement policy of MSEs-2012 or a self-attested copy of Udyog Aadhaar Memorandum (UAM).
 - b) Tenderer's declaration on a duly notarized Rs.100 stamp paper 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.
26. Tenderers may have to attend the concerned office of the Corporation for clarifications and/or pre-bid meeting and/or negotiations/clarifications if required

at their own cost, in respect of their bids without any commitment from the Corporation.

27. POLICY ON HOLIDAY LISTING

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

28. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:

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

29. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
30. Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during finalisation of the tender.
31. State-wise **estimated** requirement of 422-kg capacity LPG cylinders is given below. However, it is liable to change depending on actual demand in each state.

Sr. No.	State	Requirement
1	Goa	10
2	Gujarat	40
3	Haryana	40
4	Karnataka	70
5	Kerala	30
6	Madhya Pradesh	40
7	Maharashtra	210
8	Punjab	40
9	Rajasthan	30
10	Tamilnadu	50

11	Telangana	30
12	Uttar Pradesh	30
	Total	620

32. List of abbreviations used :

- The terms “BPC”, “BPCL”, The Corporation, the Company and Owner in the appropriate context means Bharat Petroleum Corporation Limited, the Company registered under Companies Act 1956 and includes its successors and assignees.
- The term “RATE CONTRACT” means the agreement for supply of goods/ materials between Owner and successful tenderer, 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.
- The term “SAIL” in the appropriate context means Steel Authority of India Ltd.
- The term “TISCO” in the appropriate context means Tata Iron and Steel Company Ltd.
- The term “ESSAR” in the appropriate context means Essar Steel Ltd.
- The term “LLOYDS” in the appropriate context means Lloyds Steel Industries Ltd
- The term “SSP” in the appropriate context means Salem Steel Plant
- The term “ISPAT” in the appropriate context means ISPAT Industries Ltd.
- The term “JINDAL” in the appropriate context means Jindal Vijayanagar Steels Ltd.
- The term “PESO” in the appropriate context means Petroleum and Explosive Safety Organisation.
- The term “TPIA” in the appropriate context means Third Party Inspection Agency.
- The term “OITC” in the appropriate context means Oil Industry Technical Committee.
- The term “OMC” in the appropriate context means PSU Oil Marketing Companies viz. M/s Indian Oil Corpn. Ltd, M/s Bharat Petroleum Corpn. Ltd., and M/s Hindustan Petroleum Corpn. Ltd.
- The term “UT” in the appropriate context means Union Territory
- The term “PSU” / “PSU Oil Company” in the appropriate context means Public Sector Undertaking Oil Marketing Companies
- The term “PSE” in the appropriate context means Central Public Sector Enterprise
- The term “LoI” in the appropriate context means Letter of Intent
- The term “PO” in the appropriate context means Purchase Order
- The term “PR” in the appropriate context means Price Reduction
- Steel Guru” means the web site www.steelguru.com
- The term “BPEC” in the appropriate context means BPCL’s Business Process Excellence Centre located at Kharghar, Navi Mumbai

33. **Proforma of the price bid form** is as follows:

1. **Net Cost to BPCL:** This is to be quoted in Rs. per cylinder and is applicable for any LPG Plant(s) situated in that state.

A price band has been specified for each state and is listed in the price bid form. Only “net cost to BPCL” as quoted by the tenderer, that fall within the price band declared by BPCL shall be acceptable. As a corollary, “net cost to BPCL” for those states falling outside price band (i.e. below the floor price or above the ceiling price) declared by BPCL shall be summarily rejected.

S. No.	State	Price Band (Net cost to BPCL)		Net Cost to BPCL (Rs. per 422-kg LPG cylinder) (Pls. put Net Cost to BPCL as zero for states in which you are not interested in supplying the material)	
		Floor Price (Rs. per cyl)	Ceiling Price (Rs. per cyl)	In figures	In words
1	Goa	72297	82297		
2	Gujarat	73350	83350		
3	Haryana	70248	80248		
4	Karnataka	70930	80930		
5	Kerala	71922	81922		
6	Madhya Pradesh	72087	82087		
7	Maharashtra	73081	83081		
8	Punjab	70463	80463		
9	Rajasthan	70463	80463		
10	Tamilnadu	71369	81369		
11	Telangana	71922	81922		
12	Uttar Pradesh	70248	80248		

2. Quantity Offered, Basic Price and GST:

S. No.	Short Description	Long description	Data
1	Quantity Offered (nos.)	This shall be the maximum quantity of the tendered material the tenderer shall be able to manufacture & supply during the contract period to BPCL, of the specifications and on the terms mentioned in the tender document. The tenderer shall have to offer minimum quantity as specified . BPCL shall have the right to verify the offered manufacturing capacity at any time during the currency of the tender/ orders and amend the order quantity suitably. Any and all financial risk, cost and penalties on account of this would be borne by the tenderer.	To be quoted by the tenderer
2	Minimum quantity to be offered	The tenderer shall have to offer minimum quantity of	100 nos.
3	Incremental quantity	Quantity offered over and above the minimum quantity should be in multiples of	10 nos.
4	Contract Period	Contracts shall be valid for	12 months
5	Basic price per unit of material (Rs.)	It is to be quoted in Rs. per unit of material and shall include all applicable duties, taxes, transit insurance (if tenderer desires so), loading/unloading charges and any other incidental charges and such other duties and levies as may be imposed for sale and delivery of the tendered material. Only GST as applicable and declared by the tenderer and freight as back-calculated shall be payable over and above this amount.	To be quoted by the tenderer
6	Base date for price calculations	The afore-mentioned rate shall be suitably escalated/de-escalated as per tender conditions. The basic price should be quoted based on the raw material rates, taxes and duties prevailing as on	01-08-2017
7	Base rate for Steel	The afore-mentioned rate shall be suitably escalated/de-escalated as per tender conditions considering the "AvgPrice of Flats HR 2.5 – Tube Grade at Mumbai in INR/Tonne EXW of origin India" published by "SteelGuru" (Rs / Ton) from 1st July to 31st July 2017 as	Rs. 35,464 per MT for Steel
8	GST payable on the material (%)	It is to be quoted in % and shall also include cess, surcharge etc., if any, payable on GST	To be quoted by the tenderer

General Instructions to vendors for e-tendering

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpacleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpacleproc.in>.
2. For registration on the e-tender site <https://bpacleproc.in>, one can be guided by the “*Instructions to Vendors*” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “*Register*” link and fill in the requisite information in the “*Bidder Registration Form*”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform the vendor administrator at sumankumar@bharatpetroleum.in with a copy to sharmaam@bharatpetroleum.in for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

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

4. Corrigendum/amendment, if any, shall be notified on the site <https://bpacleproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.

General Instructions to vendors for e-Tendering

5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Vendors are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid.
 - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. **However, if the vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (v) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vii) No manual bids/offers along with electronic bids/offers shall be permitted.
7. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.

General Instructions to vendors for e-Tendering

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

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

1. For system related issues :
 - a. M/s. E-Procurement Technologies Ltd at contact no. Tel: +91 79 4001 6816 | 6848 | 6844 | 6868 followed with a e-mail to id support@bpcleproc.in
 - b. Procurement Manager of M/s. BPCL at contact no. +91-22-24176415 / 24176220 followed with a e-mail to ID sharmaam@bharatpetroleum.in and giteshgangadhar@bharatpetroleum.in
2. For tender related queries:
 - a. Mr. A M Sharma of BPCL at contact no. +91-22-24176415/24176423 followed with an email to ID sharmaam@bharatpetroleum.in
 - b. Mr. Maneesh Patney of BPCL at contact no. +91-22-24176417 followed with an email to ID patneym@bharatpetroleum.in

The responsible person of the tender is Mr. Maneesh Patney of BPCL at contact no. +91-22-24176417.

INTEGRITY PACT**Between**

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal",

And

..... hereinafter referred to as "The Bidder/Contractor/Supplier"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for **supply of 620 nos. 422-kg LPG cylinders fitted with required fittings to various LPG Plants across the country**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency international" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles:
- (a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder

Signature :
Seal :

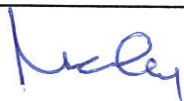


- confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

- (1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- (c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

Signature :
Seal :



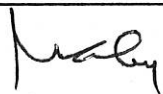
- (d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

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

- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Signature :
Seal :



Section 4 - Compensation for Damages

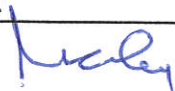
- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Signature :

Seal :



Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors

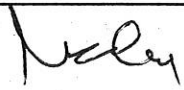
If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the

Signature :

Seal :



Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender

Signature :
Seal :



document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



For the Principal

For the Bidder/Contractor/
Supplier

Place Mumbai

Witness 1 :
(Signature/Name/Address)

Date 07/08/2017

Witness 2 :
(Signature/Name/Address)

Signature :
Seal :

TECHNICAL SPECIFICATIONS OF 422 KG LPG CYLINDERS

- ❖ The specifications given below do not form an exhaustive list. Manufacturer shall be required to follow all other specifications given in the relevant EN standards and BPCL drawings along with instructions issued by PESO/BPCL from time to time even if they are not spelt out here.
- ❖ All EN 13445 Standards referred to below imply their latest version along with amendments made from time to time.
- ❖ BPCL may from time to time advise change of any of the dimensions, tolerances applicable and method of preparation of weld joints etc. which will have to be complied by the manufacturers. Similarly, any change in the safety slogan or change/addition in other details to be Screen Printed on the cylinders will have to be complied by the manufacturer.
- ❖ Manufacturers are required to stamp their abbreviated name & logo on the stay plate of the cylinder. The abbreviated name & logo shall be used only after approval has been obtained from PESO, BPCL & Third Party.

A. General Specifications:

Cylinder should be manufactured and designed as per EN 13445 (Part-2, 3 & 4) & tested as per EN 13445 (Part-5). The indicative **Drawing No. LPG: EQ: 450** for cylinder is annexed herewith.

The manufacturer shall prepare detailed drawings of the cylinder fit for filling LPG having maximum working pressure of 1.66 MPa at -20⁰C /65⁰C, in line with the cylinder drawing mentioned and all other requirements of BPCL.

The manufacturer shall get the drawing duly approved by PESO, Nagpur conforming to EN 13445 and Gas Cylinder Rules 2004 of PESO.

The cylinder shall be inspected and cleared by third party inspection agency approved by PESO and the filling permission from PESO shall be obtained by the manufacturer.

In principle approval from PESO for manufacturing 990 (+5/-0) litres Water capacity cylinders of any make of OMCs make viz. IOC/HPC/BPC is considered for technical eligibility of the manufacturer. Such approval shall be enclosed along with technical bid. The technical clearance will be accorded to only those manufacturers who submit approved / stamped drawing by PESO. Only such bidders shall be qualified and their Price bid only be opened.

The call offs shall only be placed on those successful bidders who submit the Approved Drawings/Approval by PESO, Nagpur.

Approval shall be sought for all these designs and drawings and following mentioned specific parameters, from PESO, Nagpur.

1. Technical Details

- i) Dish ends shall be subjected to Normalizing Heat treatment after forming. The Temperature of the furnace shall not be above 300°C and heating up to 880° to 920°C shall be gradual soak at this temperature for 60 Minutes. The rate of rise of temp of furnace should not be more than 200°C per hr.
- ii) All facilities such as cutting, roll-bending, submerged arc welding, MIG welding, Dyepenetrant testing, post weld heat treatment, blast cleaning, air-less spray painting and so on shall be in-house. Dish forming and Radiography can be out-sourced, if needed.
- iii) The design of the cylinder shall be 3-piece design with dish end on top and bottom with cylindrical shell in between. The circumferential seam can be either joggling method or with permanent back strip. All long seam and circumferential welding shall be with MIG welding or Submerged Arc welding process using flux and wire that would have mechanical strength above the parent metal and capable of giving an impact strength at minus 20°C.
- iv) The completed cylinders shall be subjected to blast cleaning to give a surface finish of SA 2.5. One coat of Mastic Epoxy coat is applied and after allowing the same to dry for over 24hours, Epoxy Polyurethane white shade. The finished **dft** of the paint shall be minimum 80μ
- v) The plate material used shall not have any negative tolerance
- vi) All flame-cut edges shall be thoroughly ground and DP checked
- vii) 100% of the pressure weld (butt weld) shall be subjected to Radiography. The joint efficiency shall be 1.0.
- viii) The diameter of the cylinder shall be 1000mm outer diameter and the total height shall not exceed 1870mm
- ix) Tare weight of a unit cylinder shall be in the region of 250 to 290kg
- x) The bottom drain shall be provided with pipe plug.
- xi) The cylinder shall be supported on three legs and the clearance at the bottom shall be minimum 110mm to permit free movement of pallet truck to handle the cylinder.
- xii) Each cylinder shall have hard stampings denoting manufacturer's name, Maximum allowable pressure, water capacity, year of manufacture, serial number of the cylinder, batch number and symbol to suggest stress relieving has been carried out. In addition a stainless steel name plate giving all data shall be riveted on the cylinder. Year and the quarter in which the next hydro test is due for each cylinder shall be stencilled on each cylinder
- xiii) Customer's Logo shall be clearly painted on the cylindrical portion of the cylinder
- xiv) The dish ends shall be cold formed and shall be to 2:1 Semi-ellipsoid shape. The knuckle area of the dish shall be subjected to dye penetrant examination.
- xv) Valve guard ring shall be provided with seamless pipe of 20NB supported by three stay plates.
- xvi) Bottom shall have a ring welded to the dish with a ground clearance of minimum 110mm

- xvii) Each cylinder shall be proof tested with water as medium. The cylinder shall be kept at the test pressure till the pressure stabilises and subsequently the pressure is reduced to 80% of the test pressure and thorough examination is conducted lasting 45 minutes.
- xviii) Valve and other fittings shall be as under:
1. LPG filling and withdrawal valve shall be confirming to EN 13175 and shall be approved by PESO (Preferably Bullfinch Combo Valve for LPG Vessels No.6078 or equivalent. The valve shall have a provision for liquid filling and for withdrawal of LPG in liquid phase as well as vapour phase depending on user's requirement. Diagram of the valve is given at the end of technical details. Typical rate of LPG filling and withdrawal are as under:
 - a) Average filling rate: 130 lit/min
 - b) Average liquid withdrawal rate: 62.5 lit/min
 - c) Average vapour withdrawal rate; 21 m³ / hr
 - d) Deep tube shall be of stainless steel tube of 1m.
 2. Safety Relief Valve should be suitable for removal for testing purpose, without emptying out LPG in the cylinder. The valve shall be fitted over a suitable check valve which shall open on fixing the safety relief valve by screwing and shall automatically close upon removal of SRV, as per PESO approval and TPIA design (Preferably REGO GmbH make External Pressure Relief Valve with 1-1/4" M.NPT and nominal pressure setting of 20.6 bar or equivalent).
 3. Dial Type liquid level guage shall be provided on the cylinder and approved by PESO and as per TPIA approved scheme & design.(Preferably Rochester make level gauge for LPG vessel of Dia 1000 or equivalent)
- xix) After fixing all the fittings, the cylinder is subjected to pneumatic pressure of 12 kg/cm² and the threaded joints are observed for leak using soap solution.
- xx) Threaded joints are tightened with PTFE tapes to ensure leak-tightness.
- xxi) Torque wrench shall be used to tighten the valve.
- xxii) Electronic weighing scale shall have capacity to weigh 2.0 MT.
- xxiii) Lifting lugs should be designed to withstand minimum design load of 2 times the maximum gross weight.

The below welding parameters should be as per PESO approved scheme of manufacturing.

- **Bung Welding Parameters**

- i) Current : _____ Amp
- ii) Voltage: _____ Volts
- iii) Welding Speed: _____
- iv) Type of Welding: _____
- v) Flux type (for SMAW) : _____
- vi) Gas Composition & Flow Rate (for MIG / MAG Welding)

- vii) Welding Wire Specs : Material: _____ & Size: _____

- **C-Welding Parameters**

- i) Current : _____ Amp
- ii) Voltage: _____ Volts
- iii) Welding Speed: _____
- iv) Type of Welding: _____
- v) Flux type (for SMAW) : _____
- vi) Gas Composition & Flow Rate (for MIG / MAG Welding)

- vii) Welding Wire Specs : Material: _____ & Size: _____

- **Longitudinal -Weld Parameters**

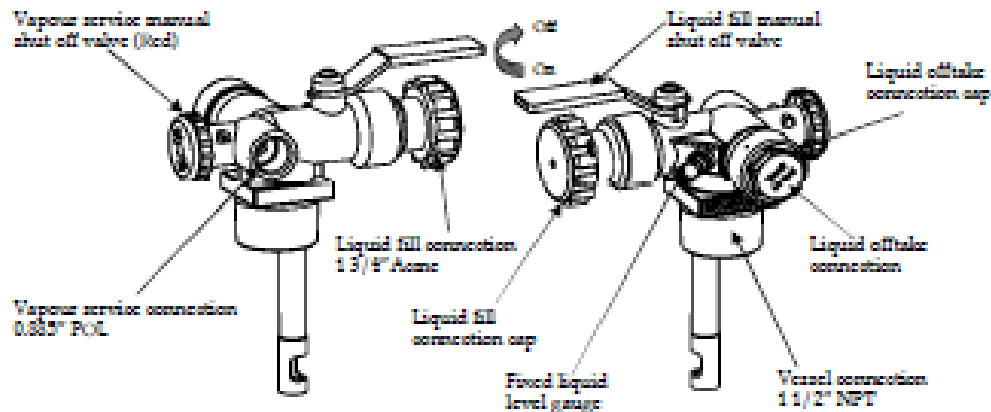
- i) Current : _____ Amp
- j) Voltage: _____ Volts
- k) Welding Speed: _____
- l) Type of Welding: _____
- m) Flux type (for SMAW) : _____
- n) Gas Composition & Flow Rate (for MIG / MAG Welding)

- ii) Welding Wire Specs : Material: _____ & Size: _____

2. Steel Coils of approved grade by PESO shall only be used by the manufacturers. De-coiling facilities to be duly approved by PESO/Third Party.
3. Calibration of all testing/measuring equipment should be done as per approved Scheme of Testing and Inspection by PESO.

Bullfinch (Gas Equipment) Limited
Combination Valve for Calor Bulk LPG vessels No. 6078
Installation and Operating Instructions.

The Bullfinch Combination Valve number 6078 is for installation into Calor bulk LPG vessels which combine the fill, liquid offtake, vapour offtake and fixed liquid level gauge functions.

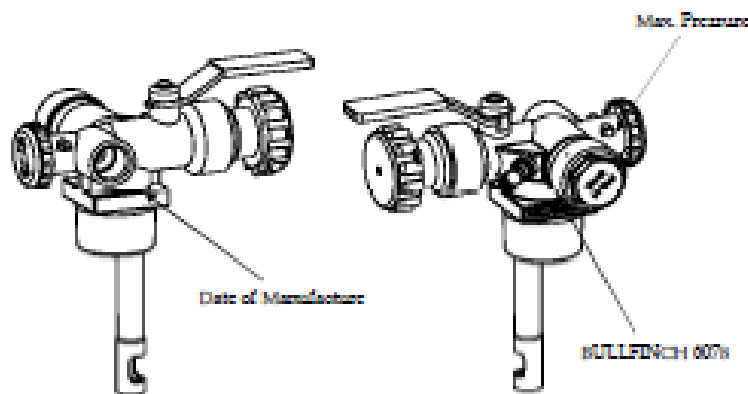


Performance characteristics:

Average liquid fill rate:	130 l/min.
Average liquid empty rate:	62.5 l/min.

Installation:

Assemble education and fixed liquid level gauge tubes using 'Loctite 221', set tubes to correct length for vessel as defined by user. Apply PTFE tape conforming to BS EN 751-3 Class G sufficiently overlapped. Single thickness onto the 1 1/2" NPT vessel connection thread, to cover the length of thread engaged into the vessel boss. Overcoat with a non hardening jointing compound to BS EN 751-2 Class B. Assemble to tank to minimum torque of 200 Nm using a 30 mm spanner. Orientate valve to a maximum of one turn clockwise to correct position as specified by user.



Valve Identification:

Maintenance:

The parts that can be replaced due to damage or wear are as follows:-

Liquid fill connection cap	Part No. SP 6078 F
Liquid offtake connection cap	Part No. SP 6078 G
Fixed liquid level gauge	Part No. SP 6078 H

Note: No other part can be changed in the field.

Reconditioning:

The service life of the valve is 20 years from installation. The valve is suitable for reconditioning; this should only be carried out by a company approved by Bullfinch (Gas Equipment) Limited.

Bullfinch (Gas Equipment) Limited, Diadem Works, Kings Road, Tyseley, Birmingham. B11 2AJ

B. Facility Requirements:

The facility requirements and the specifications given below do not form an exhaustive list. Manufacturer shall be required to follow all other specifications given in the relevant IS standards and BPCL drawings along with instructions issued by BPCL/THIRD PARTY from time to time even if they have not been spelt out here.

The availability of these facilities is essential for all the manufacturers who intend to participate successfully in the tender.

- a. Electronic weighing scale with digital display with maximum least count of 100 g for Tare weight and water capacity checking of following capacity.
 - i. Capacity = 500 kg for tare weight
 - ii. Capacity = 2000 kg for water capacity of cylinder
- b. Calibrated set up for measurement of Total Height of cylinder with slide ruler.
- c. Valve tightening set up with provision to set and check tightening torque.
- d. Torque wrenches conforming to IS/ISO 6789:2003.

C. Process Specifications & Details:

The followings are the list of operations in cylinder manufacturing with details / conditions that are mandatory for manufacture and supply of 450 kg capacity LPG cylinders:

1. **Shearing** the LPG steel sheets into squares or de-coiling the LPG steel coils.
2. **Circle cutting** to be done with the help of proper tools so that correct dimensions are maintained and straight edges are within allowable limits.
3. **Bung welding edge preparation:** Edge filing to be done with motorized grinding wheel.
4. **Bung stamping:** Standard stamping as per BPC's requirement to be done on the bung.
5. **Bung Welding** to be carried out with the help of an automatic process like submerged arc welding, MIG/MAG welding etc. and complete fusion and penetration of weld joint to be ensured. (Manual welding not allowed).
6. **Preparation for longitudinal-Welding:** The rectangular plate should be bent into the desired cylindrical shape on bending machines with help of fixtures. Proper tacking to be done at both the ends to avoid any misalignment during full welding. The cylindrical portion should be held properly with the help of suitable fixture for doing a single run of internal weld. A copper backing strip to be used as temporary external support and it should be removed after the internal welding is over. The cylindrical portion to be held in a suitable fixture for two runs of external weld. The welding in each case should be

automatic process like submerged arc welding or MIG/MAG welding as per relevant IS specification to ensure complete fusion and penetration of weld joint.

7. **Backing strips** may be used for C Welding and should be minimum 40 mm wide.

ALTERNATIVELY

Joggling of dished ends may be used as method of fitment of dish ends with cylindrical portion for C-welding.

NOTE: The Joggling Joint shall have overlap of minimum of three times the agreed finished thickness.

8. **C-welding** to be carried through an automatic process like submerged arc welding or MIG/MAG welding out as per relevant specifications to ensure complete fusion and penetration of weld joint. MIG/MAG welding preferable.

NOTE: The declared qualified welders shall only be employed.

9. **Stay plate blanking/straightening** to be done on blanking press. It should be ensured that the edges are not sharp and the size of the stay plates is uniform.

10. **Stay plate stampings:** Standard markings to be done before welding on a stamping machine with proper fixtures to ensure equi-spaced markings in a straight line.

11. **Stay plate bending:** To be done on press using a die to ensure uniform bending.

12. **VP Ring to stay plates welding** should be done with the help of a fixture to ensure non-eccentric, equi-spaced and vertical stay-plates on VP ring. VP ring joint should be approximately positioned at centre of one of the stay plate welding. Welding on both sides can be done manually on the above-mentioned fixture.

13. **VP ring/stay plate assembly welding to shroud:** Fixture to be provided so that the assembly is properly located with respect to bung hole to ensure non-eccentric welding. Welding can be done manually on the above-mentioned fixture. Undercuts on the body to be avoided. The VP ring eccentricity be checked by mounting the dial gauge on a mandrel (locating the center line of the bung hole) threaded to/ inserted in the bung, the rotating that on the VP ring.

14. **Total Height:** The total height of cylinder shall be 1865 mm approx. A proper calibrated set up with slide ruler arrangement shall only be used for checking the overall height of the cylinders.

15. **Sr. No and batch no punching:** Legible and proper punching to be ensured. Auto incremental serial number punch should preferably be used for stay plate punching. However, manual punching is also permitted.

16. **Heat Treatment:** Heat treatment parameters to be certified by Third Party and BPCL. Heat treatment should be carried out as per the scheme of manufacturing approved by

PESO. Furnace operation to be PLC controlled and appropriate procedures to be followed.

Following records should be compulsorily maintained:

- a. Calibration record of temperature controllers
- b. Temperature v/s time graphs for the furnace
- c. Thermocouples (number, location and calibration)

NOTE:

The cylinder coming out of the furnace shall not be manually handled for at least 10 minutes to avoid denting. Sufficient space must be provided at the unloading end of the furnace to hold them for 10 minutes after furnace. No dent is allowed on the cylinder.

17. **Hydrostatic Test:** Each Cylinder should be tested as per EN 13445 (Part-5). Additionally following should be observed:

- (a) Arrangement should have proper pressure gauges.
- (b) Illumination to be minimum lux level of 100.
- (c) Cylinders should be completely dried from the outside. Test pressure should be retained for minimum 45 Minutes (minimum) after ensuring complete drying of the cylinder.
- (d) Proper records viz. no of cylinders tested, defects observed etc. should be maintained.

18. **Blast Cleaning:** The Entire surface of cylinder including VP Ring Assembly & foot-ring shall be cleaned by blast cleaning after heat treatment & HST test. Blast cleaning to be done by using copper slag or garnet. Additionally following should be observed:

- (a) Blast cleaning facilities to ensure cleaning of rust/scales from cylinders and proper surface preparation.
- (b) Finish all over the surface of the cylinder shall be as per grade **SA 2.5** as per IS 9954
- (c) The quality of surface in shadow zone of footing & VP assembly should be specifically checked.

19. **Primer Coating and Painting:** Primer coating and painting to be done as per anti-corrosive painting specification given below:

One coat of Mastic Epoxy coat is applied and after allowing the same to dry for over 24hours, Epoxy Polyurethane white shade. The finished **dft** of the paint shall be minimum 80 μ . Sufficient drying time shall be given to all the coats. Uniform coating or primer and paint on the cylinder including shadow regions shall be ensured.

20. **Screen Printing / stenciling:** Cylinders are to be stenciled as “Bharatgas” or other slogan as per BPCL’s requirement. Safety slogan on the cylinders shall be as per BPCL’s requirement.

21. The water capacity of cylinders shall be determined by weight method only. Laboratory set up for density determination as per IS 4730:1994 of water to be made available. This density shall be used for checking of water capacity by weight method.

D. Inspection & Quality Control:

1. Third Party shall be appointed by the manufacturer as the Inspecting Authority for Stage-wise and final inspections. Third Party Test Certificate must be sent along with each consignment of cylinders delivered to the Corporation.
2. As and when necessary, the manufacturer will be required to carry out additional testing/inspection over and above what is provided in EN 13445 (Part-5)
3. Additionally, BPCL reserves the right to collect raw material and/or finished product from the manufacturer's premises or LPG Plants and send them for testing at LERC or any other testing lab as found suitable by BPCL and take suitable action based on the test reports as deemed fit. Successful tenderer shall extend necessary assistance in terms of providing samples of requisite number and type, at his own cost, and shall cooperate in the testing process.
4. BPCL reserves the right to carry out regular inspection of manufacturer's facilities to check adherence to the quality control procedures. Manufacturer shall extend necessary cooperation during inspection of facilities by BPCL and shall provide for any additional samples if required, free of charge.
5. Various records in respect of manufacture of cylinders as required by BPCL and THIRD PARTY and as advised from time to time shall be maintained by the supplier. These records should be made available at the time of inspection.
6. In case any deficiency is found in the manufacturer's manufacturing facilities or with the finished product, BPCL reserves the right to suspend the manufacturer's production and/or despatches without any notice.

E. Quality Assurance and Inspection Plan

QUALITY ASSURANCE & INSPECTION PLAN					
ITEM: 990 LITERS WATER CAPACITY VERTICAL CONTAINER FOR LPG					
SUPPLIER:			DRG. NO. :		
CLIENT:			TPIA:		
S. No.	Operation/Inspection	Procedure / Specification / References	Acceptance Criteria	Verifying Documents	TPIA Scope
1	PRE-FABRICATING ACTIVITIES				
1.1	Preparation & submission of QC fabrication documents a) WPS/ PQR / WPQ b) NDE (RT/DPT) procedure c) Hydro test Procedure d) Soap solution for R.F. pads e) Weld Repair Procedure f) Visual (Weld) Procedure g) pWHT Procedure (Stress Relieving)	EN 13445 Part – 4	As per clauses. Appraisal by TPI	QC Record	V
1.2	Drawing & Design Calculation	En 13445 Part – 1	Approved by PESO	Approved Drawing & Calculation	V
2	RAW MATERIALS				
2.1	Material identification and co-relation of material marking for plates & pipes.	Approved Drawing, Material Specification, Raw material - manufacturers' test certificate.	EN 13445 Part - 2		VDI-W, TC-R
2.2	Material Marking Identification of plate material for shell & dish end(Stamp transfer)	Approved Drawing.	Marking of Job No, Part No, Material Spec, Heat No, Cast No.	QC Record	W
3.	BOUGHT OUT ITEMS [Forgings & Fittings]				
3.1	Co-relation of material marking with MTC	Approved Drawing, Material Specification	EN 13445 Part - 2	QC Record	VDI-W, TC-R
3.2	Checked Visual, Mechanical & Chemical Properties	Approved Drawing Material Specification	EN 13445 Part - 2	QC Record	VDI-W
4.	DISHED ENDS				
4.1	Minimum thickness, Profile, Visual & dimensions	Approved Drawing	Drawings & EN 13445 Part - 4	Dish End Inspection Report	

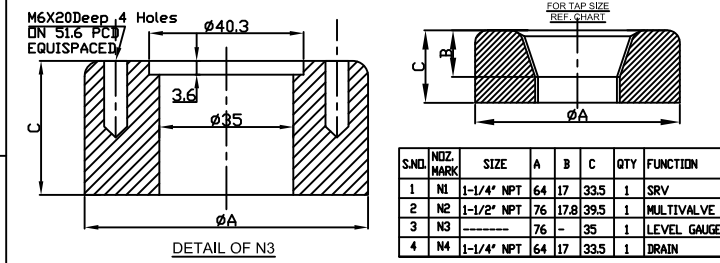
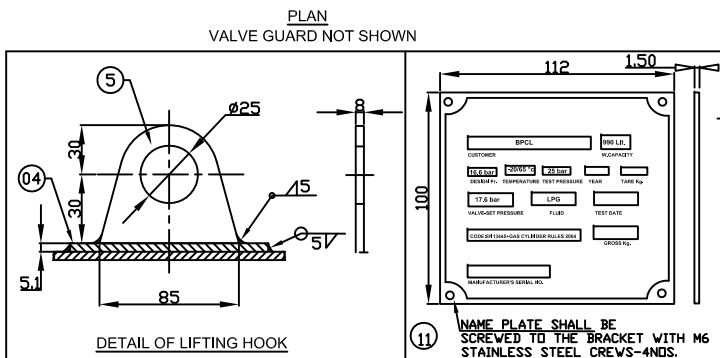
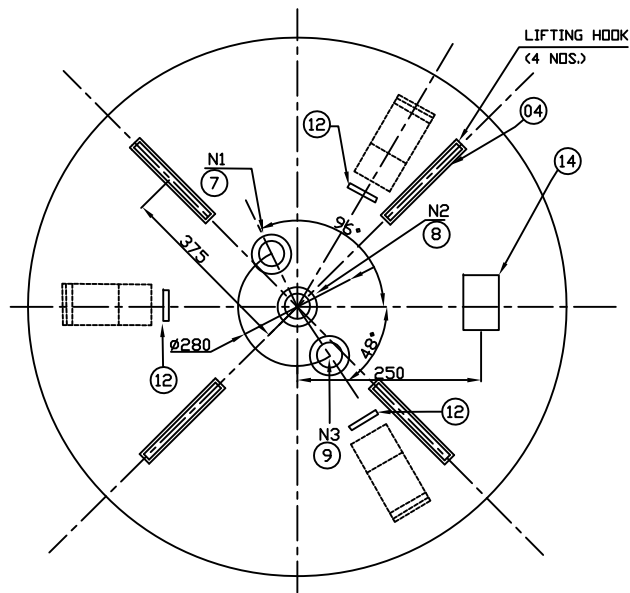
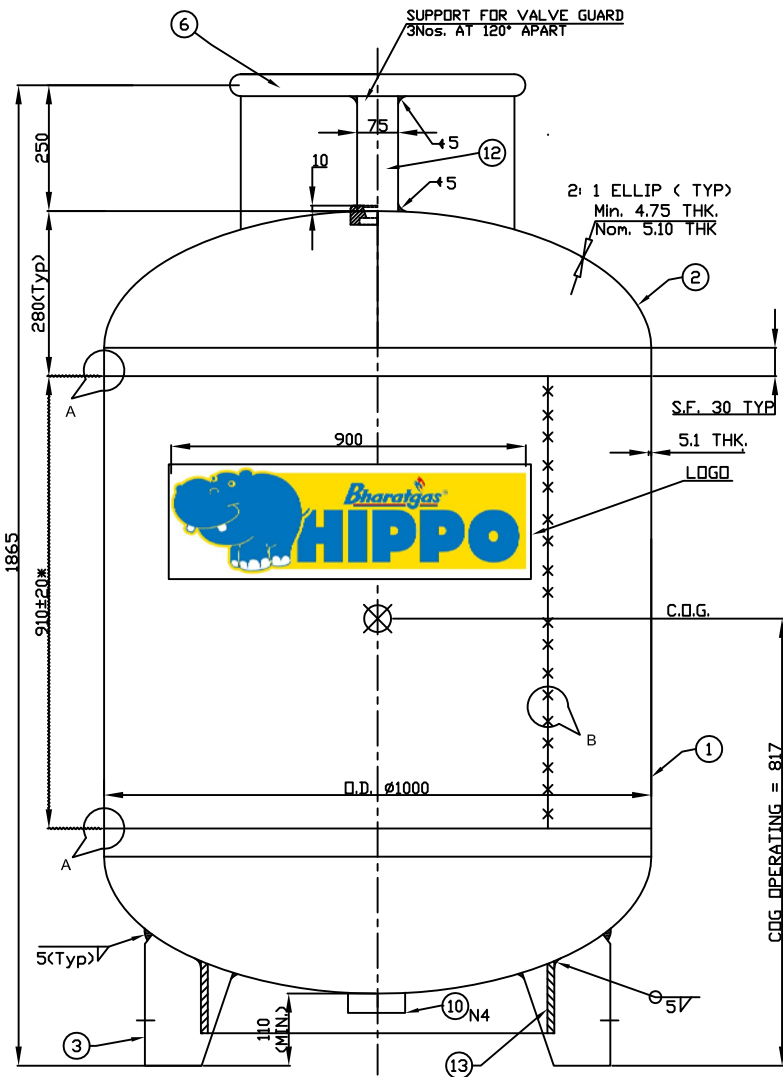
4.2	Cold forming of Dished End, Dimensional measurement, Min. Thickness, CR, KR & SF through UT Thickness gauge & template	Approved Drawing	EN 13445 Part – 4	Dish End Inspection Report	VDI-W	
4.3	Surface Defect (Inside & outside) Penetrant test at KR & SF	EN 13445 Part – 5 & Approved Procedure	EN 13445 Part – 4	Dish End Inspection Report		
5.	IN PROCESS					
5.1	Weld Diagram with applicable WPS / PQR	EN 13445 Part – 4	EN 13445 Part – 4 & Approved WPS/PQR	WPS & PQR	R/W for new welder	
5.2	Welder Performance Qualification	EN 13445 Part – 4	EN 13445 Part – 4 & Approved WPQ	WPQ		
5.3	Fit-up of Shell Long seam / Cir. Seam ,nozzle Long seam(if any) Fit-up/Edge preparation/ Dimensional Check/ Ovality /offset	Approved Drawing & EN 13445 Part – 5	Approved Drawing EN 13445 Part – 5	QC Record	RW	
5.4	Fit-up for Dish end to shell Fit-up/Edge preparation/Dimensional Check/offset	Approved Drawing & EN 13445 Part – 5	Approved Drawing EN 13445 Part – 5	QC Record		
5.5	Fit-up for Nozzles to Flanges/Elbow Fit-up/Edge preparation/Dimensional Check / offset	Approved Drawing & EN 13445 Part – 5	Approved Procedure	QC Record		
5.6	Check visual & Fillet size of final welds	Approved Drawing & EN 13445 Part – 5	Approved Procedure	QC Record		
5.7	Soap Solution Test of R.F. Pads	Approved Procedure	Approved Procedure	QC Record		W
6	HEAT TREATMENT					
6.1	Normalising	EN 13445 Part – 4 Approved Drawing & Procedure	Approved Drawing & Procedure	Time & Temperature Graph	R of records & graph	
7	NON-DESTRUCTIVE EXAMINATION					
7.1	Liquid Penetrant Examination a)Final Fillet & Butt Welds b) Temporary attachment removal areas. c) All Nozzles, Pads etc. d) Lifting Lug	EN 13445 Part – 5	Approved Procedure	Q C Record	RW	

7.2	RADIOGRAPHY All longitudinal and Circular Seams	Approved Drawing & EN 13445 Part – 5	Approved Drawing and Procedure	RT Films & Reports	R
8.	FINAL INSPECTION				
8.1	- Dimensional Check - Check Completeness - Orientation of the couplings - Welding Inspection (Visually) - External & Internal Surface Inspection	As Per Procedure & Relevant Standard	Inspection Report	QC Report	W
9.	Hydrostatic Test	Approved Procedure (Duration of Hydro test – 45 minutes minimum)	Hydrostatic Test Report	Hydrostatic Test Report	W
10	Surface Preparation & Painting	As Per Painting specification and Procedure	As Per Painting specification & Procedure	QC Report	DFT (RW)
11.	Final Stamping/Marking/ Name Plate				V
12	DOCUMENTATION				
12.1	Certification of Manufacturer's Data Record for LPG Storage Tank.	As Per Procedure	Approved Procedure		-
12.2	Issue of Inspection Release Note & final stamping of LPG Storage Tank.	As per spec & TPIA std. Practice	Inspection Release Note		H

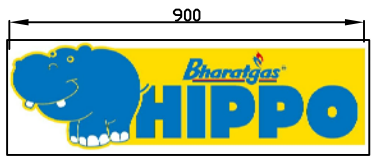
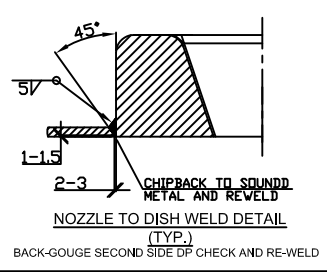
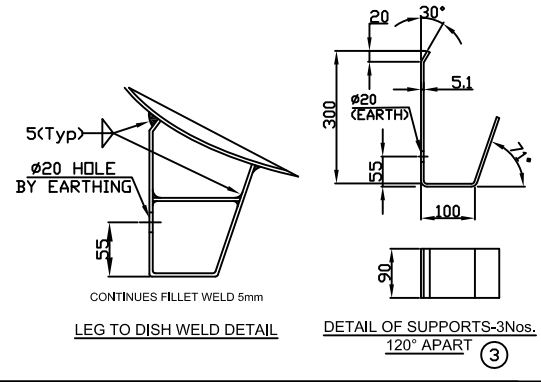
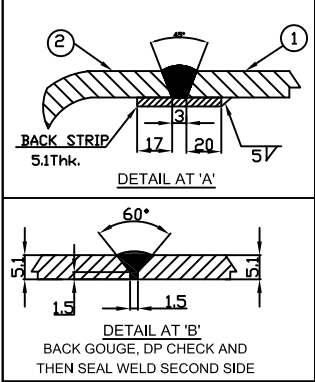
- R : Review
- RW : Random Witness (W-10%)
- W : Witness
- V : Verify
- H : Hold
- VDI : Visual Dimension Inspection

Note :

- a. All measuring instruments should have valid calibration certificate.
- b. Destructive Testing if applicable to be witnessed by TPIA
- c. If leak noticed in hydro test following process shall be applicable
 - 1.Repair
 - 2.Post Weld Heat Treatment
 - 3.Hydro Test
- d. Manufacturer's declarations of compliance to the standard to be submitted.



* DIMENSION TO ACCOMMODATE 990 L. WATER CAPACITY



DESIGN DATA :

DESIGN CODE : EN 13445-3:2014+A1:2015 AND GAS CYLINDER RULES 2004	RADIOGRAPHY: SPOT RADIOGRAPHY AS PER STANDARD
DESIGN TEMPERATURE: -20° C TO 65°C	JOINT EFFICIENCY: 0.85
DESIGN PRESSURE : 1.66 Mpa	FLUID HANDLED: LPG
WORKING PRESSURE : 0.7 Mpa	MAX. FILLING : 422 KG
TEST PRESSURE : 2.5 Mpa	WATER CAPACITY : 990 LTR
CORROSION ALLOWANCE: NIL	EMPTY WEIGHT : 227 KGS

- NOTES:
- ALL DIMENSIONS ARE IN mm UNLESS MENTIONED OTHERWISE.
 - LONGITUDINAL SEAM WELD: AUTOMATIC SUB-MERGED ARC WELDING WITH SEALING RUN. USE BACKING STRIP OF PARENT MATERIAL FOR CIRCUMFERENTIAL WELDING WITH AUTOMATIC SUBMERGED ARC WELDING - SINGLE PASS WITH FULL PENETRATION.
 - ALL OUTLETS (NOZZLE) TO DISH WELDING: FULL PENETRATION WITH SAW OR SEMI AUTOMATIC MIG WELDING.
 - LIFTING HOOK, VALVE GUARD, SUPPORTS: SEMI AUTOMATIC MIG WELDING.
 - RADIOGRAPHY AS PER DESIGN DATA. CONSTANT REVIEW OF RADIOGRAPHY REPORTS SHALL BE MAINTAINED. DP TEST SHALL BE CARRIED OUT ON BUTT WELDED SEAMS AFTER PWHT.
 - PLATE FOR PRESSURE PARTS AND ATTACHMENT WELDS SHALL EN 10028-3 P355N11 OR HSFG-450 OR EQ.
 - DISH ENDS SHALL BE SUBJECTED TO NORMALISING TREATMENT AFTER FORMING. THE TEMPERATURE OF THE FURNACE SHALL NOT BE ABOVE 300°C AND HEATING UP TO 880°C TO 920°C SHALL BE GRADUAL SOAK AT THIS TEMPERATURE FOR 60min. AND THEREAFTER COOL IN STILL AIR.
 - ALL OUTLETS ON TOP DISH END SHALL PROJECT 10mm ABOVE THE TOP CROWN OF DISH AND THE CENTRAL LINES OF THE OUTLETS (NOZZLE) SHALL BE PARALLEL TO VERTICAL AXIS OF THE CONTAINER.
 - NOZZLE ORIENTATION SHALL BE APPROVED BY CHIEF CONTROLLER OF EXPLOSIVES.
 - AFTER COMPLETING ALL WELDING/GRINDING, THE CONTAINER SHALL BE SUBJECTED TO STRESS RELIEVING CYCLE: LOADING TEMPERATURE SHALL BE LESS THAN 300°C RATE OF HEATING 200°C PER HOUR; SOAK FOR 60 MINUTES BETWEEN 580°C AND 620°C COOL AT 200°C TO 250°C PER HOUR TILL 400°C AND THEREAFTER COOL IN STILL AIR.
 - PRODUCTION TEST COUPON SHALL BE SUBJECTED TO TESTS AS PER EN13445-2 TABLE B.3-1.
 - RADIOGRAPHY TECHNIQUE TO EN13145.
 - HYDROSTATIC PROOF TEST SHALL BE AT 2.5 MPa(G) HOLD AT THIS PRESSURE FOR 30min. AND EXAMINE THOROUGHLY AT 90% OF PROOF TEST PRESSURE (2.25 MPa(G)).
 - PAINTING OF OUTER SURFACE SHALL BE IN ACCORDANCE WITH THE REGULATION SCHEME: BLAST CLEAN OUTER SURFACE. APPLY ONE COAT OF EPOXY PRIMER AND ALLOW IT TO DRY. FINAL COAT WITH POLYURETHANE WHITE. TOTAL DRY FINISHED THICKNESS -125 MICRONS.
 - DATE OF TESTING AND SERIAL NUMBER OF THE CONTAINER SHALL BE PUNCHED ON N1/LEG.
 - STAINLESS STEEL NAME PLATE SHALL BE FIXED ON TOP OF THE CONTAINER.
 - THE VALVE GUARD SHALL BE PROVIDED TO SUIT PRACTICAL CONDITIONS TO PROTECT VALVES. THE GUARD DESIGN SHALL BE AS SHOWN OR A HOOD WITH LOCKING DEVICE AS PER CUSTOMER REQUIREMENT.
 - THE CONTAINER IN OPERATION IS NOT SUBJECTED TO CORROSIVE/ABRASIVE OR EROSION ACTION.
 - THE VOLUME OF FINISHED CONTAINER SHALL NOT EXCEED 1000LIT.
 - CUSTOMER TO ENSURE THAT VALVES AND OTHER FITTINGS ON THE CONTAINER ARE APPROVED BY CHIEF CONTROLLER OF EXPLOSIVES. COMBO VALVE SHALL CONFORM TO THE REQUIREMENT OF EN 13175.
 - CUSTOMER TO FOLLOW IS3710-1978 FOR FILLING WITH LPG.
 - CUSTOMER'S LOGO SHALL BE PAINTED ON INDIVIDUAL CYLINDER AS SHOWN.

SAFETY VALVE:
SIZE: 1-1/4" - Qty: 1 No. SET TO 16.6bar

SL. NO.	DESCRIPTION	MATERIAL	QTY	SIZE	REMARKS
14	NAME PLATE BRACKET	EN 10028-3 P355N11 OR HSFG-450 OR EQ.	01	100 x 112 x 5.1 THK.	
13	BOTTOM RING	EN 10028-3 P355N11 OR HSFG-450 OR EQ.	01	Ø750 WITH 120W x 5.1 THK.	
12	VALVE GUARD SUPPORT	EN 10028-3 P355N11 OR HSFG-450 OR EQ.	03	75 WIDE x 300H x 5.1 THK.	
11	NAME PLATE	STAINLESS ST.	01	100 x 112 x 1.5THK.	
10	COUPLING NOZ. N4	SA350G-LF2CL1	01	1-1/4" NPT x 6000 -DRAIN	
09	COUPLING NOZ. N3	SA350G-LF2CL1	01	REF. BET. LEVEL GAUGE INDICATOR	
08	COUPLING NOZ. N2	SA350G-LF2CL1	01	1-1/2" NPT x 6000 -MULTI VALVE	
07	COUPLING NOZ. N1	SA350G-LF2CL1	01	1-1/4" NPT x 6000 -SRV	
06	VALVE GUARD RING	M.S.	01	150B ERV PIPE 400B	
05	LIFTING LUG	SA 516 GR 70	04	REFER DETAIL	
04	PAIRS FOR LIFTING LUGS	EN 10028-3 P355N11 OR HSFG-450 OR EQ.	04	125 x 40 x 5.1 THK.	
03	SUPPORTS	EN 10028-3 P355N11 OR HSFG-450 OR EQ.	03	AT 120° APART 75 x 5.1 THK TO SUIT	
02	DISH	EN 10028-3 P355N11 OR HSFG-450 OR EQ.	02	Ø1000 OD x 5.1 THK. 2HELLIP. 4.75 MIN.	
01	SHELL	EN 10028-3 P355N11 OR HSFG-450 OR EQ.	01	Ø1000 OD x 897L x 5.1 THK.	

BILL OF MATERIAL

BHARAT PETROLEUM CORPORATION LIMITED
VERTICAL CONTAINER FOR LPG
WATER CAPACITY: 990LIT(+5/-0LIT.)

DRAWING NO. LPG : EQ : 450

PREPARED BY	CHECKED BY	APPROVED BY	DATE : 16-06-2017
			REV-00 SHEET : 1 OF 1

**TERMS & CONDITIONS OF AGREEMENT FOR
PROCUREMENT OF 422-KG LPG CYLINDERS WITH REQUIRED
FITTINGS**

1. CYLINDERS TO BE SUPPLIED

- (a) The successful tenderers on whom Contract/ Purchase Order is placed shall duly supply 422-kg capacity LPG Cylinders manufactured as per EN 13445 and Gas Cylinder Rules 2004 and drawing No. **LPG:EQ:450 Rev.0** to the Corporation as per the rate and delivery schedule specified in the Rate Contract/ Purchase Order placed by the Corporation on the successful tenderer.
- (b) The successful tenderer shall prepare a detailed drawing of the cylinder that meets all the requirement of BPC's cylinder drawing (as mentioned above) and obtain the approval of all designs and drawings from PESO as specified in Annexure I.
- (c) Each cylinder shall have to be fitted with a Multi Valve (Combo Valve), Level Gauge Indicator & SRV as per technical specifications given in the tender, which shall have to be procured by the successful tenderer directly.
- (d) Successful tenderer should ensure that the cylinders meant for supply to BPCL are manufactured following the prescribed norms of PESO and/or any written instructions given by BPCL.
- (e) This is basically a rate contract and quantities are not guaranteed. **However, BPCL reserves the right to increase the contract quantity upto 30% of the original contract quantity and the successful tenderer shall be bound to accept such increase in contract quantity.** Any increase over and above the 130% of original contract quantity shall be done only after obtaining written confirmation from the successful tenderer.

2. SUPPLY AND PERFORMANCE GUARANTEE

- (a) The successful tenderer, within 10 days of placement of Letter of Intent shall deposit an amount of Rs. 2.5 lakh (two lakh and fifty thousand) or 5% of the order value, whichever is lower, with BPCL for Supply and Performance Guarantee. This amount shall have to be deposited by way of crossed A/c Payee demand draft drawn on any Nationalised or scheduled bank in favour of **M/s Bharat Petroleum Corporation Ltd.** and payable at **Mumbai**. No interest is payable by BPCL on the amount for Supply and performance guarantee so collected. Those successful tenderers desiring to convert EMD to Supply & Performance Guarantee can send a request letter for our consideration.
- (b) Supply and Performance Guarantee shall be refunded only after the expiry of the guarantee period of the LPG cylinders supplied by the successful tenderer. BPCL shall be entitled to deduct from this amount any loss or damage which BPCL may be put to by reason of any act or defective LPG

cylinders, PR or any other liabilities or default recoverable by BPCL from the successful tenderer and to call upon the successful tenderer to maintain the amount at the original level by making further deposits.

3. SET OFF

Any sum of money due and payable to the successful tenderer (including the supply and performance guarantee amount returnable to him) under the Contract, may be appropriated by BPCL against any claim arising under the Contract against the successful tenderer.

4. PRICE

- (a) The basic price payable per cylinder in a particular month shall be calculated by adding escalation (or subtracting de-escalation, as the case may be) for that particular month to the quoted/negotiated basic price and shall include all applicable taxes & duties (barring GST), transit insurance (if Successful tenderer desires to do so), loading & unloading charges and any other incidental charges and such other duties and levies as may be imposed for sale and delivery of the said cylinders. Only GST as applicable and declared by the successful tenderer and transportation charges quoted, shall be payable extra.
- (b) Price escalation/de-escalation in the basic price shall be calculated as per the formula given below:

$$E_M = [SP_M * (1+G_M) - SP * (1+G)] / Y$$

where E_M is escalation/de-escalation payable per cylinder in a particular month (Rs.).

SP_M is the **average** of **ALL** the “AvgPrice of Flats HR 2.5 – Tube Grade at Mumbai in INR/Tonne EXW of origin India” published by “SteelGuru” **during the month previous to the particular month** for which escalation/de-escalation is being determined.

Example: If SteelGuru publishes steel prices (for the type mentioned above) on 1st, 5th, 8th, 12th, 18th, 21st, 25th and 30th of Aug, then average of all these prices i.e. Sum of rates published on 1st, 5th, 8th, 12th, 18th, 21st, 25th and 30th of Aug / 8 and so on, shall be considered for giving escalation/ de-escalation on a/c steel in cylinder price, effective for the entire month of September.

SP – **Rs.35464** per MT (it is the average of “AvgPrice of Flats HR 2.5 – Tube Grade at Mumbai in INR/Tonne EXW of origin India” published by “SteelGuru” during the period 1st of July’17 to 31st of July’17)

G is the GST Rate on steel less GST rate on cylinder actually payable by the successful tenderer as on base date (1/8/2017) in case the latter is less than the former; otherwise zero

G_M is the GST Rate on steel less GST rate on cylinder actually payable by the successful tenderer in that particular month in case the latter is less than the former; otherwise zero

Y is the notional yield of **3 cylinders / MT** considered only for the purpose of escalation/de-escalation and arrived at after taking into account the yield patterns of body and matching steel.

- (c) The above mentioned escalation/de-escalation formula takes into account the effect of changes in price of body steel. Escalation/ de-escalation on any other account will not be permitted.
- (d) Price escalation/de-escalation shall be determined every month based on the rate of GST on steel ruling **on the 1st day of that particular month.**

5. TAXES AND DUTIES:

Taxes, and freight shall be payable over and above the basic price as follows:

5.1. Goods and Services Tax (GST):

All Vendors shall have GST registration in the concerned State from where he intends to supply the goods. Vendor shall declare the source location of supply and shall provide their GSTN number in the quotation.

Vendor shall provide HSN code of the goods and corresponding GST rate for the same.

GST as applicable by the Vendor at the time of delivery within scheduled delivery period will be payable by BPCL.

Vendor shall submit the TAX Invoice, for BPCL to claim the Input Tax Credit of the GST paid by the Vendor, wherever applicable.

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 shall be 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.

5.2. Freight :

Freight: Freight shall be payable after receipt of the Material(s) at the site as per the firm freight charges quoted by the successful tenderer in the price bid.

5.3. New Statutory Levies:

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

5.4. Variation in Taxes/Duties:

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

Parties shall have to produce Gazette notification, proof showing that duty charged is totally on account of GST revision and not due to any change in assessable value or otherwise, and invoice us accordingly. Same principle will be observed for de-escalation also.

However, any increase in the rate of GST on LPG cylinders due to change in the annual Turn-over or full/partial withdrawal of GST, if any, to the successful tenderer shall not be reimbursed.

6. PAYMENT

The tax invoice/s along with -

- a) a copy of Goods Receipt Note (GRN) issued by BPCL LPG Plant/s
- b) Proof of the application along with the payment made to PESO for obtaining filling permission

have to be submitted to BPEC Kharghar for payment. In case more than one invoice are being submitted together then they should be sent under a cover of consolidated / commercial tax invoice showing summary of all the invoices being submitted.

Simultaneously, following documents should be submitted to LPG Equipment Department, Sewree:

- a) Proof of the application along with the payment made to PESO for obtaining filling permission.
- b) PESO approved TPIA Test certificates

Payment term shall be 15-days which imply that payment shall be released by BPCL to vendors on “best effort” basis on the 15th day on submission of all the documents as mentioned above to BPEC. Payments shall be done through Real Time Gross Settlement (RTGS)/ National Electronic Fund Transfer basis (NEFT) basis only.

Those successful tenderers desiring to avail an “**Early Payment Facility**” can send a request letter for our consideration. The interest rate chargeable on the early payments done would be 2% above the SBI PLR rate, as declared from time to time.

7. QUALITY CONTROL / SUSPENSION

(a) The successful tenderer is required to strictly adhere to the quality control/inspection procedures conforming to EN 13445 and Petroleum and Explosive Safety Organisation (PESO), and advice given by the Corporation and Oil Industry Technical Committee (OITC) from time to time.

Stage-wise inspection should be carried out as per scheme of testing conforming to EN 13445 & PESO. Manufacturer should employ manpower required at each stage of inspection such that they at least have minimum specified skills/qualifications.

The in-charge of quality control & production department and quality supervisors should possess minimum qualification of diploma in Engineering. Information should be promptly forwarded to PESO in case these key persons looking after critical aspects of production and quality control of LPG Cylinders are changed. Any change in the Plant & Machinery should be with prior approval of PESO.

(b) Without prejudice to the other provisions of the Contract, BPCL reserves the right to order suspension of production and supplies of the Cylinders by the successful tenderer in case any lapse in quality is detected by members of OITC or by officers/ representatives of BPCL (like first fill leak), or if any lapse is reported by any statutory authority, quality complaint from any source, malpractice detected by any authority etc. at any time during the currency of the Agreement.

(c) Such suspension orders will be intimated in writing by fax and/or Registered Post either by the Corporation or by OITC to successful tenderer. On receipt of suspension order, successful tenderer shall carry out detailed root-cause analysis for failure of the cylinder/quality problem.

Corrective and preventive actions to be taken for a particular type of failure should be identified and implemented by the successful tenderer. The successful tenderer shall submit an action-taken report, duly verified by OITC, to BPCL. BPCL shall revoke the suspension based on the adequacy of this action-taken report.

The successful tenderer will be required to complete all actions necessary to obtain clearance from Corporation/OITC for resumption of production and despatch at the earliest but not later than 20 days from the date of suspension.

If request for the clearance from Corporation/ OITC is not applied for within the said period of 20 days, the Corporation shall have the rights solely at its discretion to cancel the remaining order quantity and forfeit the supply and performance guarantee amount without prejudice to any other right as may be available to the Corporation both under law and the contract terms contained in this agreement for the recovery of the damages.

- (d) Despite the order of suspension, if the successful tenderer produces and/or despatches any LPG Cylinders, the Corporation shall be entitled to refuse taking delivery of such consignments and the successful tenderer shall not be entitled to claim any damage or compensation for any loss that may occur to him, from BPCL on account of refusal to accept such consignment. In such cases BPCL shall take necessary action which may be deemed fit against the successful tenderer.
- (e) Whenever the successful tenderer is under suspension, the call-off/ allocation for the suspended party may be pruned to the extent of undelivered quantity against that call off/allocation at the sole discretion of BPCL. **Extra cost, if any, borne by BPCL while procuring (from other suppliers) and/or placing such shortfall quantity to the short-supplied plant, as outlined above, shall be recovered from the defaulting successful tenderer as per clause 11 below.**
- (f) If the successful tenderer is under *suspension at the start of a month/time of placing call-off or PO and the suspension is not revoked till 7th of the month*, then the notional allocation based on the requirement of the plant/plants as the case may be to a maximum of 130% of the proportionate monthly order quantity of the Successful Tender will be calculated, prune and reallocated at the sole discretion of BPCL. **Extra cost, if any, borne by BPCL while procuring (from other suppliers) and/or placing such pruned quantity, as outlined above, to the designated plant shall be recovered from the defaulting successful tenderer as per clause 11 below.**
- (g) If the successful tenderer is a common supplier for one or more OMCs, and in the event of their suspension by one OMC, then it shall be construed as suspension by BPCL also. However revocation will be done by individual OMC.

8. DELIVERY SCHEDULE / REVISION BEFORE EXPIRY OF DELIVERY SCHEDULE:

- (a) Based on the actual requirements, BPC will be placing the call-offs (also called PO or allocations) from time to time.

- (b) The successful Tenderer shall supply LPG Cylinders strictly in accordance with the delivery schedule mentioned in the call-offs/PO/ allocation. The successful Tenderer shall note that the date of receipt of LPG Cylinders at the destination i.e. the Location of the Corporation as advised by the Corporation shall be considered as the date of completion of the supply as per the Order. In short the actual delivery shall mean the date of receipt of LPG Cylinders at the location. Successful tenderer shall have to furnish a 'Delivery Completion Report' on monthly basis in the format given by BPCL along with a copy of proof of receipt of material/receipted delivery challans, for all supplies made during that month, by the **10th day of the succeeding month or by the 3rd working day after the extended period, in case of extension.**
- (c) In the event of the successful Tenderer anticipating difficulty to meet the delivery schedule, the successful tenderer should submit a written request for extension, in case he desires the extension, explaining the reasons for the delay. It will be the Corporation's sole discretion to accept or reject the request. The Corporation will evaluate the request of the successful Tenderer and in case the Corporation is satisfied, the Corporation may grant a suitable time extension to a maximum of one month with the applicable Price Reduction (on the portion that would be delivered late) @ 0.5% for each week of extension (or part thereof) subject to a maximum 2% and advise the revised delivery schedule, in writing. The decision of the Corporation in this regard will be final and binding on the successful Tenderer.
- (d) Payment for supplies shall be made at the rate on which call-offs/PO/allocations have been issued and date of delivery shall be irrelevant for the purpose of deciding the rate of LPG Cylinders. This shall also apply to cases where time extension for delivery has been granted by BPCL.

9. FAILURE AGAINST DELIVERY SCHEDULE AND PRUNING & REALLOCATION FOR QUANTITIES UNDELIVERED:

- (a) BPC shall review the supply position after completion of the Delivery Schedule. If the successful tenderer fails to adhere to the said Delivery Schedule as per para 8(a) above or Revised Delivery Schedule which may be given as per 8(c) above, the following provisions shall apply:
- (i) BPC may prune and reallocate the quantities short supplied by the Successful Tenderers who could not meet the schedule given.
- (ii) Alternatively BPC may consider **accepting late delivery of consignment**, based on request by such Successful Tenderer who could not meet the schedule given. Payment in such cases shall be done as per clause 8(d) above and PR as applicable for extension (on the portion that is delivered late) @ 0.5% for each week of late-delivery (or part thereof) subject to a maximum 5% shall be recovered.

- (iii) In the event of some of the Successful Tenderers failing to complete the supply even after grant of time extension, BPCL shall have the discretion to prune all such undelivered quantities and reallocate to other suppliers as decided by BPC. In such case, **PR as applicable for extension as well as liquidated damages for non-supply (refer clause 10 below) shall be recovered.**
- (iv) **Extra cost, if any, borne by BPCL while procuring (from other suppliers) and/or placing such shortfall quantity to the short-supplied plant, as outlined in (i) & (iii) above, shall be recovered from the defaulting successful tenderer as per clause 11 below.**
- (b) The limitation on order quantity will not be applicable for the reallocation of pruned quantities.
- (c) BPCs' decision in regard to Pruning & Reallocation on case to case basis and the methodology followed shall be final.

10. LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY

- (a) In the event of full or partial failure to supply, Liquidated Damages @ 5% of the NDP shall be levied on the entire undelivered quantity.
- (b) In the event of time extension granted by BPC beyond the original delivery schedule, Price Reduction @0.5% per week subject to a maximum of 2% of NDP shall apply. **In case of failure to supply even after grant of extension, liquidated damages @5% of NDP shall be levied over and above the price reduction levied against granting time extension. In other words, maximum penalty in such cases can go up to a maximum 7%.**
- (c) Successful tenderer shall not be entitled to claim waiver from PRICE REDUCTION and/or LIQUIDATED DAMAGES because of the Pruning & Re-allocation of the short supplied quantities as described in (9) above.

11. RISK PURCHASE

- (a) In case the Successful tenderer fails to supply the material as per the delivery schedule/revised delivery schedule due to any reason whatsoever, **including suspension**, BPCL reserves the right to procure similar material at the Successful tenderer's risk, cost and responsibility from other sources *or even from the same tenderer* (on successful tenderer's request and at BPCL's sole discretion). The successful tenderer shall have to bear the differential cost between what would have been payable to him/her and the cost actually paid by BPCL for such procurement and/or placement of such shortfall quantity to the short-supplied plant.
- (b) In case the party is under suspension at the start of the month, no orders will be released. However, proportionate order quantity due from the

party, as described in clause 7(f) above, shall be procured from other parties under risk purchase.

- (c) Such penalty shall be levied over and above the PRICE REDUCTION and/or LIQUIDATED DAMAGES recoverable from the party on account of such non-delivery of such material. However if the successful tenderer informs BPCL about his/her inability to supply the material within 7 days of placing of call-off/PO then no LIQUIDATED DAMAGES for non-supply shall be levied. However, successful tenderer shall still be liable to pay the differential risk purchase amount mentioned above.
- (d) If due to any breach committed by the Supplier, the order is terminated, the Supplier will be liable to make good the loss or damage suffered by the BPCL in line with clause (a) above.

12. RECOVERY OF OUTSTANDING AMOUNTS

Whenever, any claim against Successful Tenderer for payment of a sum of money arises out of or under the contract, BPCL shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the Successful Tenderer under this or any other contract with BPCL and should this sum be not sufficient to cover the recoverable amount of claim(s), the successful tenderer shall pay to BPCL on demand the balance remaining due.

It is also agreed and understood that for the purpose of calculating the damages recoverable, it will be assumed that the contract continued to remain valid even after expiry of the contract period and BPCL can recover such amounts from the pending bills of/Supply and Performance Guarantee amount deposited by the Successful Tenderer.

13. FORCE MAJEURE

(A) Definition: The term “**Force Majeure**” means any event or circumstance or combination of events or circumstances that affects the performance by the successful tenderer 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 successful tenderer’s reasonable control and were not reasonably foreseeable and the effects of which the successful tenderer 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;

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- (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 Successful tenderer 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 successful tenderer to resume full performance of its obligations; and
 - (c) all relevant information relating to the Force Majeure and full details of the measures the successful tenderer is taking to overcome or circumvent such Force Majeure.
- (ii) The Successful tenderer 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:

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- (i) The Successful tenderer 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 Successful tenderer claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- (ii) The Successful tenderer 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 Successful tenderer 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 Successful tenderer 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.
- (iii) In the event of any shortfall in the delivery of the LPG Cylinders due to occurrence of a force majeure event for a continuous period of 30 (thirty) days or more, Corporation may solely at their discretion reduce the total contracted quantity, to the extent of the quantities of LPG Cylinders which were required to be supplied during the existence of the force majeure conditions on a prorata basis, and the successful tenderer shall not be entitled to claim any damages from the Corporation on account thereof. Nor the Corporation shall be entitled to claim damages from the successful tenderer on account of non-delivery of such LPG Cylinders pruned from the total contracted quantity

(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.

14. RAW MATERIAL

- (a) Presently the Corporation approved steel suppliers are M/s. SAIL, TISCO, ESSAR, SSP, ISPAT, LLOYDS and JINDAL. The parties will be authorized to use steel only from the above suppliers or any other supplier/import source as approved by the Corporation from time to time.
- (b) The successful tenderer is exclusively responsible for procurement of all raw materials, including required fittings, conforming to applicable specifications to meet the supply as per contracted delivery schedule.
- (c) BPCL reserves the right to specify the vendors from whom raw materials and components shall be procured. Successful tenderer shall procure such raw materials and components from BPCL approved parties only.
- (d) In respect of the components which are required for the manufacture of LPG Cylinders, the successful tenderer shall from time to time during the currency of this Contract inform BPCL, the list of such items including the names and addresses of the suppliers of such items and the measures taken for ascertaining the quality assurance of such items. However for components like Foot Ring/ Vertical Stays etc the successful tenderer shall ensure in house fabrication of the same and shall not get the same fabricated from outside, without the permission of the Corporation.

15. INSPECTION

- (a) Materials shall be inspected by PESO Approved TPIA before dispatch of materials. As per statutory requirement, the successful tenderer shall prepare Test Certificates, duly signed by PESO Approved TPIA. However, arranging and providing inspection facilities is entirely successful tenderer's responsibility and in no way shall affect the delivery schedule.
- (b) The inspection shall be carried out as per the relevant standards/scope of inspection provided along with the Tender Enquiry/Purchase Order.
- (c) 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 at the successful tenderer's works, all required facilities shall be provided by the successful tenderer at his costs. BPCL will advise the successful tenderer in advance whether it intends to have its representative(s) be present at any of the inspections.
- (d) Even if the inspection and tests are fully carried out, the successful tenderer 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 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 successful tenderer's responsibility shall also not be anyways reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the successful tenderer'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).

- (e) 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 successful tenderer liable for non-performance of the Contract.

16. TEST CERTIFICATES

- (a) As per statutory requirements, the successful tenderer shall prepare four copies of test certificates for cylinders to be supplied, duly signed by the PESO Approved TPIA. The distribution of copies is as under :

- First Copy - To the consignee (Plant) along with a list of Serial numbers of cylinders despatched
- Second Copy - To PESO, Nagpur along with 3 copies of extract of cylinder serial nos. under covering letter for obtaining filling permission on behalf of BPCL
- Third Copy - To LPG Equipment Department, Sewree
- Fourth Copy - Office Copy

- (b) The extract of cylinder serial nos. to be provided to PESO shall be in the following format:

Water Capacity _____ litres.

LPG Cylinder Manufacturer :

Approved vide PESO's letter :

Purchaser: M/s BHARAT PETROLEUM CORP. LTD

PESO approved TPIA Certificate No & Date	Sr. No. of Cylinders		Rejected Cylinders	Total *
	From	To		

* Total does not include the Sr. No. of cylinders rejected and expended in Acceptance / Burst tests.

- (c) Cylinders not accompanied by PESO Approved TPIA test certificates and/or copies of manufacturer's covering note (along with the Sr. No. of the cylinders) **and/or proof of the application along with the payment made to PESO for obtaining filling permission** shall not be accepted.
- (d) The Test Certificates along with the requisite fee should be prepared and sent to PESO Nagpur without any delay or accumulation. The manufacturer is required to obtain statutory permission for filling of cylinders from PESO at his own cost and within reasonable time.

17. DESPATCHES

- (a) All the LPG Cylinders will be despatched by the successful tenderer by road only, on freight pre-paid basis, in accordance with the instructions issued by the Corporation from time to time. The consignments shall be sent on door delivery basis in full truck-loads/part truckload including unloading and stacking at the receiving location.
- (b) The successful tenderers are expected to inform the dispatch details as per the following format to the CLEM dept and the destination plant by email as and when the despatches are made-

SAP PO No./ Dt.	Date of dispatch	Delivery Challan No.	No. of cyls. despatched	Destination Plant

- (c) The successful tenderer shall undertake transportation of LPG Cylinders through established and reliable transporters.
- (d) The successful tenderer, in their own interest may take out insurance cover for each and every consignment to take care of any transit loss, damage, shortage etc at their own cost. No payment shall be made by the Corporation towards cost of insurance to the successful tenderer.
- (e) Adequate protection by way of proper packing, etc. shall be taken by the successful tenderer to ensure that the cylinders reach the destination without any damage/ paint defect(s).
- (f) The cylinder manufacturer shall also give complete details of the cylinders manufactured and supplied to BPCL as per the cylinder Data Format given below. The details shall be given in a CD, in MS EXCEL FILE. One CD shall be given to the plant and one to CLEM, Sewree. These shall be submitted on quarterly basis i. e., Jan - March, Apr – June, July – Sep and Oct – Dec. The data of any quarter shall be submitted in the first week of the new quarter.

CYLINDER DATA FORMAT

Name of the Manufacturer: _____

DATE FROM _____ TO _____ (dd/ mm/ yyyy)

CERTIFICATE NO	CERIFICATE DATE	FROM CYL_NO	TO CYL_NO	AT CYL1	AT CYL2	AT CYL3	BT CYL1	BT CYL2	TOTAL CYL	MFG DATE1	MFG DATE2	CCOE PER DT	STEEL SOURCE	REJECT CYL1	REJECT CYL2	REJECT CYL3	REJECT CYL4

18. GUARANTEE

- (a) The LPG Cylinders shall be guaranteed by the successful tenderer for a period of 24 months from the date of manufacture, against manufacturing defects.
- (b) In the event of manufacturing defects being detected at the time of delivery or within the guarantee period, the successful tenderer will be directly informed in writing by the concerned Plant/Office. The successful tenderer will have the choice to inspect the LPG Cylinders at the concerned Plant within thirty days of despatch of such intimation, at their own cost. Additionally, a **commercial penalty of Rs 500/-** per defective cylinder shall be levied to cover the administrative cost. This is in addition to carrying out rectification /cost recovery of rejected cylinders. After inspection of the defective cylinders, at the sole discretion of BPCL:
- (i) Those cylinders which can be repaired shall be handed over to the successful tenderer for rectification of defects. The successful tenderers shall carry out the necessary rectifications at their own cost and to the full satisfaction of BPCL. The successful tenderer may also be required to deposit a suitable amount as guarantee for such cylinders being handed over to him for repairs.
- (ii) In case the manufacturing defects noticed in the defective cylinders are beyond rectification, the Plant shall de-shape such cylinders. BPCL shall recover cost of cylinders so de-shaped from the successful tenderer's pending bills/ Supply and performance guarantee amount. Neither the fittings removed from such cylinders nor the scrap generated by de-shaping cylinders shall be handed over to the successful tenderer nor any cost adjustment done on account of the same.
- (c) In case the manufacturer fails to rectify the defects noticed in the cylinders identified as defective, within 60 days from the date of intimation, the Corporation shall have the right to recover the cost of cylinders prevailing on the date of recovery or original cost whichever is

higher from the successful tenderer or from their pending cylinder bills and/or Supply and Performance Guarantee amount.

19. TEMPORARY STOPPAGE

In case of temporary inability of BPCL to accept LPG Cylinders, BPCL shall not be held responsible for any loss/storage charges that the successful tenderer may have to sustain and the Company shall not be required to make any payment towards the LPG Cylinders already manufactured or any other payment on account of inventory carrying cost.

20. TERMINATION

Notwithstanding anything contained in the Contract, BPCL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the successful tenderer if:

- (a) The successful tenderer fails to comply with the terms of this purchase order/contract.
- (b) The successful tenderer becomes bankrupt or goes into liquidation.
- (c) The successful tenderer fails to deliver the goods on time and/or replace the rejected goods promptly.
- (d) The successful tenderer makes a general assignment for the benefit of creditors.
- (e) A receiver is appointed for any of the property owned by the successful tenderer.
- (f) It is established that the Cylinder manufacturer has been indulging in malpractice/ manufacture of spurious LPG Cylinders/ unauthorised manufacturing of LPG Cylinders or on such other grounds that is considered by the Corporation to be in contravention to the contractual obligation. The Corporation's right to so terminate the contract shall be without prejudice to any other right and remedy available against the successful tenderer including the right for recovery of damages if any from the successful tenderer, and in the event of the Corporation so terminating the contract, the Corporation shall not be liable to pay any compensation or damages in consequence of such termination to the successful tenderer.
- (g) Cylinder units are supposed to have a good track record and clear credential in the past. If any unit is found indulging in any unauthorised activities at any time, even in the past, then the Corporation shall have the liberty to take appropriate action as deemed fit including rejection, termination immediately on receipt of such information.

Upon receipt of the said cancellation notice, the successful tenderer 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 successful tenderer's agreed price if any, from the successful tenderer and also reserving to itself the right to forfeit the Supply and Performance Guarantee amount, made by the successful tenderer against the contract. The successful tenderer 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 successful tenderer shall pay to BPCL, fair compensation to be agreed upon between BPCL and the successful tenderer. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned above.

21. ASSIGNMENT/SUB-CONTRACTING

The successful tenderer shall not sublet the contract or assign any part of the order to any person/firm/company without prior written consent from the Corporation.

22. ACQUIESCENCE OR WAIVER

Failure of the Corporation 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 successful tenderer in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the successful tenderer and shall not be deemed a waiver of any right of the Corporation 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.

23. ARBITRATION

- (a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/successful tenderer against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director (Marketing) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.
- (b) 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.

- (c) It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Shareholder of the Corporation.
- (d) 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.
- (e) The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- (f) 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.

(g) SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT./PUBLIC SECTOR UNDERTAKINGS IN A PURCHASE OR SERVICE CONTRACT

In the event of any dispute or differences between the VENDOR / CONTRACTOR / SUPPLIER and the OWNER, if the VENDOR / CONTRACTOR / SUPPLIER is a Government Department, a Government Company or a undertaking in the public sector, then in suppression of the provisions of clause 23 of the GPC (corresponding clause no of GCC or NIT etc.), stands modified to the following extent:-

- All disputes and differences of whatsoever nature arising out of or in relation to this Contract / Agreement or in relation to any subsequent contract / agreement between the parties shall be attempted to be resolved amicably by mutual discussions between the parties. If they are not settled at the implementation level of officers, then these unresolved disputes/ differences will be referred for resolution by discussions with the concerned Director of BPCL and the concerned Director of Vendor/Contractor/Supplier. In case same does not resolve the difference within 30 days, arbitration clause as hereunder would apply.
- In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the

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

24. CONFIDENTIALITY OF TECHNICAL INFORMATION

Drawing, specifications and details shall be the property of the BPCL and shall be returned by the successful tenderer on demand. The successful tenderer shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of BPCL. The successful tenderer shall not disclose the technical information furnished to or organized by the successful tenderer 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 endeavours to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the successful tenderer by BPCL shall at all-time remain the absolute property of BPCL.

25. COMPLIANCE OF REGULATIONS

Successful tenderer 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 successful tenderer shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

26. HOLIDAY LISTING:

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

- Agency: "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency'; "Party/Contractor/Supplier/Vendor/Consultant/bidders/Licensor" shall mean and include a public limited company or a private limited company, a joint venture, Consortium, HUF, a firm whether

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registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.

- Appellate Authority: “Appellate Authority” shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the “Competent Authority”.
- Competent Authority: “Competent Authority” shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:
 - The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager
- Corporation: “Corporation” means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.
- Corrupt Practice: “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- Fraudulent Practice: “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;
- Collusive Practice : “Collusive Practice” amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- Coercive Practice: “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- Officer-in-Charge: “Officer –in-Charge (OIC)” or “Engineer-in-Charge (EIC)” shall mean the person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.

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- Malpractice : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
- Misconduct : “Misconduct” means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines
- Nodal Department: “Nodal Department” means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.
- Vendor De-listment Committee: “Vendor De-listment Committee” relevant to the procurement department which initiates the holiday listing process would be the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.

(b) An Agency may be placed in Holiday List for any one or more of the following circumstances for the period mentioned herein:

i. In the context of its dealings with the Corporation:

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

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

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

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

(c) Provision for Appeal

- An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;
- On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;
- After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency;
- After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :
 - i. Uphold the decision of Competent authority with or without any variation/lesser period of Holiday Listing; OR
 - ii. Annul the order of the Competent Authority.
- No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

(d) Effect of Holiday Listing

- No enquiry/bid/tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- If an 'Agency' is put on the Holiday list during tendering:
 - i. If an ' Agency' is put on Holiday List after issue of the enquiry/bid/tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD, if submitted by the 'Agency' shall be returned. If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened

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

(e) Revocation of suspension order

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

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

27. JURISDICTION

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 in the concerned courts in the aforesaid city only.

28. VALIDITY OF THE CONTRACT

The total requirement shown in this tender enquiry is for the period of twelve months from the date of placement of Rate Contract. Hence the tender shall be valid for a period of **twelve months initially** from the date of placement of Rate Contract.

The contract period can be extended by another six months at the sole discretion of BPCL, in case part or full contract quantity (including the 30% increase in contract quantity as mentioned in para 1(e)) is still open at the end of the initial 12-month period.

In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.