

BHARAT PETROLEUM CORPORATION LIMITED, MUMBAI REFINERY, MAHUL, MUMBAI 400 074.



CENTRAL PROCUREMENT ORGANIZATION (CPO – R)

CRFQ NUMBER 1000298113 DATED 16.01.2018

E-TENDER NUMBER 34489

SUPPLY OF CAUSTIC SODA LYE TO BPCL'S MUMBAI REFINERY, BPCL'S KOCHI REFINERY AND NRL'S NUMALIGARH REFINERY UNDER RATE CONTRACT.

DUE ON 14.02.2018; 14:00 HRS (IST).

Bharat Petroleum Corporation Limited, Mumbai Refinery, CPO-R, Mumbai 400 074

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ANNEXURE - A

**DOMESTIC NOTICE INVITING TENDER
E TENDER 34489**

CRFQ NUMBER 1000298113 Dated 16.01.2018

Bharat Petroleum Corporation Limited, CPO (R) invites offers from manufacturers / suppliers for the supply of Caustic Soda Lye for BPCL Mumbai Refinery, BPCL Kochi Refinery and Numaligarh Refineries Limited, Numaligarh.

Details tenders are available and can be downloaded from any of the following websites.

BPCL's e-procurement platform <https://bpclproc.in>
www.bharatpetroleum.in → Tenders → View Tenders → Select Department → CPO (Refineries)
Central Procurement Portal <http://eprocure.gov.in/cppp>

Important: All updates, amendments, corrigenda etc; if any, will be posted on the above websites as and when required. There will not be any publication of the same through newspapers or any other media.

Place: Mumbai

GM, CPO (R)

Date :16.01.2018

SPECIAL CONDITIONS OF TENDER

1. Bharat Petroleum Corporation Limited, CPO (R) invites offers from manufacturers / suppliers for the supply of Caustic Soda Lye (**CSL**) for its Mumbai Refinery (**MR**), Kochi Refinery (**KR**) and Numaligarh Refinery Limited, Numaligarh (**NRL**) for a tentative period of one year from the date of contract / order as per following details.
2. **Item Description** – Caustic Soda Lye on **100% strength** basis. Refer Annexure “D” for technical specifications.
3. **Quantity Required:**

MR – 840 MT
 KR – 1200 MT
 NRL – 400 MT

The above mentioned quantities are the estimated requirements of respective Refinery for a period of one year (for MR and NRL) and 9 months for KR and may vary depending upon the operations of respective Refinery. The actual call off quantity will depend on respective Refinery’s specific requirement, which may be more or less than the quantity specified in the tender. However, the material shall be delivered strictly as per call of quantity.

4. **Tentative Supply Period / Validity** – One year from date of issuance of LOA/Purchase Order for MR and NRL, 9 months from date of issuance of LOA/Purchase Order for KR .

Tentative Contract Period
 MR – April 2018 to March 2019
 KR – Aug 2018 to April 2019
 NRL – July 2018 to June 2019

5. Bidders can submit their offer for supply to one and / or more Refineries.
6. **Pre Qualification Criteria:** Please refer Annexure L.
7. **Earnest Money Deposit (EMD)**

Indian Bidders are required to submit interest free EMD per refinery as mentioned in the table below:

Sr. No.	Offer submitted for	EMD Amount (INR)
1	Mumbai Refinery (MR)	1,00,000.00
2	Kochi Refinery (KR)	2,50,000.00
3	Numaligarh Refinery (NRL)	1,00,000.00
4	Any two refineries	2,50,000.00
5	All refineries	5,00,000.00

Offers received without scanned copy of EMD document in the e-tender and EMD (Original DD / Bank Guarantee) physically not received within 7 days after “PQ Bid” opening date are liable to be rejected.

Exemption from paying Earnest Money Deposit.

Unit(s) should be registered with National Small Scale Industrial Corporation Limited (NSIC) or with any of the Authorities specified under the Public Procurement Policy for MSE's (DIC / KVIC / Coir Board / NSIC / Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME).

The unit should be registered for the item tendered.

The monetary limit, if any, indicated in the registration certificate should cover value of items ordered.

Registration Certificate is valid for a period at least up to validity of the offer.

Self-attested copy of valid relevant registration certificate should be submitted in support.

Registration with D G S & D will not entitle a tenderer to claim above exemption.

- a. **For Indian Bidder:** EMD can be paid in the form of Bank Draft drawn in favor of Bharat Petroleum Corporation Limited & Payable at Mumbai.

EMD can also be deposited through Electronic Funds Transfer to BPCL's bank account.

Details of Bank for Electronic Fund Transfer:

Beneficiary-Bharat Petroleum Corporation Limited
 Name of the Bank- Standard Chartered Bank,
 M G Road, Address-90, M G Road, Fort, Mumbai-400 001,
 IFSC Code-SCBL0036001,
 MICR Code-400036002,
 Type of Account-11(Current),
 Account No:22205020115

Alternatively the EMD can also be paid by Bank Guarantee executed by any Scheduled Bank approved by Reserve Bank of India as per pro-forma. The Bank Guarantee shall be valid for a period of six months from the due date of the tender.

- b. Copy of the Bank Demand Draft, Bank Guarantee, Electronic Fund Transfer details and proof of dispatch to be uploaded along with un-priced bid.
- c. EMD of unsuccessful bidders shall be released after finalization of this tender. However, in case of successful bidder the EMD shall be released on receipt of performance bank guarantee (if applicable).
- d. Forfeiture of EMD – A bidder who has submitted their bid shall not be permitted to alter / amend or withdraw the bid, notwithstanding that the bid(s) has / have not yet been opened / finalized. A bidder who purports to alter / modify withdraw their offer after submission, within the validity of the offer shall be liable to have their offer rejected and their EMD forfeited / en-cashed.

The Earnest Money deposited by successful bidder shall be forfeited if the successful bidder fails to honor the offer terms prior to ordering and Contractual terms after issuance of LOA / PO.

8. Submission of Tender Document.

- 8.1 Bids should be submitted online through BPCL's e-tendering portal; in three part bid system, i.e. PQ bid, Un-Priced Bid (Technical Offer) and Priced Bid.
- 8.2 PQ bid with all the documents mentioned in clause 6 duly attested by TPIA for fulfilling PQ criteria, Holiday listing declaration, Integrity pact along with bidder's information shall be uploaded online. PQ bid shall be consisting of

- a) Proof of Sending EMD to be uploaded along with PQ bid. Copy of DD / Pay Order / Bank Guarantee /online transaction reference details as the case may be, with a proof of dispatch / delivery to BPCL CPO (R). EMD shall be paid before submitting the PQ bid.
 - b) PQ documents duly attested by TPIA(Both financial and technical)
 - c) In case of bidders other than manufacturers, authority / certificate from the manufacturer, from whom the material is proposed to be procured and supplied.
 - d) Pro-forma of Declaration regarding Blacklisting / Holiday Listing (Annexure G).
 - e) Bidders Information (Annexure H).
 - f) Integrity Pact (Annexure J) duly signed and stamped on all pages in token of acceptance of same for BPCL and NRL.
- 8.3 Un-Priced Bid (Technical Bid) with all technical and commercial details, other than price shall be submitted (uploaded) online. The bid shall contain the following:-
- g) Technical Data Sheet, Typical Sample Test certificate and Material Safety Data Sheet (MSDS) in respect of product offered by the bidder and any other document in support meeting the Technical Specifications as prescribed in this tender document.
 - h) The Special Conditions (Annexure B) duly signed and stamped on all pages in token of acknowledgement and acceptance.
 - i) Agreed Terms & Conditions (Annexure C) duly signed and stamped with confirmations wherever required.
 - j) Technical Specifications (Annexure D) duly signed and stamped in token of acceptance.
 - k) Price Schedule Format (Annexure E); without filling up the price but other details such as Product / Brand Name, Tariff ID, Quantity of each item, applicable taxes, charges, freight etc and mentioning Quoted in place of price, duly signed and stamped.
 - l) Deviations to tender document (Annexure F), deviations if any are to be listed in this annexure only. **Bidders to note that any deviation mentioned elsewhere in the bid may not be taken into consideration.**
 - m) General Purchase Conditions (GPC) of BPCL & NRL (Annexure I) duly signed and stamped on all pages in token of acceptance of all conditions. **Bidders to note that in case of any deviation/difference between GPC and tender documents, the details indicated in tender document shall prevail.**
 - n) **MSE Vendor (Manufacturers only)**
 - a. The unit should be registered with National Small Scale Industrial Corporation Limited (NSIC) or with any of the Authorities specified under the Public Procurement Policy for MSE's.
The unit should be registered for the item tendered. The monetary limit, if any, indicated in the registration certificate should cover value of items ordered.

The registration certificate is valid for a period at least up to validity of the offer.
 - b. Self attested copy of all the pages of EM-II certificate issued by appropriate authority mentioned in Public procurement policy of MSEs – 2012 should be submitted in support of above.
 - c. Bidder's declaration / affidavit on Organization / Company Letter Head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.
 - o) **Any other document / information** which bidder may like to submit, to establish that the offered material would meet BPCL's requirement.

All the above shall be uploaded in the e-tendering portal in the relevant space.

8.4 Price Bid

Price Bid shall be filled online referring Price Schedule format (as per Annexure E) with price portion and other relevant details duly filled without condition. The required information will be keyed in the price bid template provided in the e-tendering platform.

- 8.5 Bids complete in all respect should be uploaded in BPCL e-tendering portal on or before the due date and time.
- 8.6 Fax and / or e-mail offers will not be accepted.
- 8.7 BPCL will not be responsible for any delay in uploading / submission of the offer.
- 8.8 Offer should be valid for 120 days from the Tender Due / Extended Due date for placement of order. The price quoted shall be valid for supplies for a period of one year from the date of purchase order.

9. Tender Opening

- 9.1 The PQ bid will be opened on due date at 14.00 hrs (extended due date); through e-portal and technical bid will be opened subsequently after PQ bid evaluation. Bidders who have submitted their bids can view / witness result of PQ bid opening through e-portal. In case a bidder wants to attend the bid opening the details of person attending the bid opening to be provided to tabassumn@bharatpetroleum.in.
- 9.2 The date and time of priced bid opening will be intimated separately, only to the techno-commercially acceptable bidders through system generated email. The electronic sealed bids will be opened through e-portal. Techno-commercially acceptable bidders only can view / witness the result of priced bid opening through e-portal. In case a bidder wants to attend the bid opening the details of person attending the bid opening to be provided to tabassumn@bharatpetroleum.in

10. Award of Contract and Subsequent Call offs.

- 10.1 After opening of priced bids or based of the result of RA, as the case may be, the successful bidder for supply of material to each location will be decided based lowest landed cost per refinery.
- 10.2 In case of supply to MR and KR, initial LOA / Contract will be awarded to the successful bidder by BPCL CPO (R), Mumbai. In case of supply to NRL the necessary LOA / Contract / P. O. will be issued by NRL.
- 10.3 Subsequent call offs and schedule of supplies will be intimated by respective Refinery locations i.e. MR, KR and NRL.

11. Delivery of Material:-

- 11.1 Material shall be delivered in roadworthy tankers to respective Refinery location viz. MR, KR and NRL as the case may be.
- 11.2 The actual requirement of each Refinery will be intimated by call off, schedule of delivery by the respective Refinery.
- 11.3 The above quantities and schedule indicated are approximate quantities; the actual requirement will be intimated by respective Refinery.

- 11.4 Call off / schedule of delivery for a specified period will be given by respective Refinery and supply will be made as per agreed terms. In case any change in the schedule due to operational requirements, such change will be intimated minimum 7 days in advance.
- 11.5 The above mentioned quantities are the estimated requirements of respective Refinery for a period of one year and may vary depending upon the operations of respective Refinery. The actual call off quantity will depend on respective Refinery's specific requirement, which may be more or less than the quantity specified in the tender. However, the material shall be delivered strictly as per call of quantity.
- 11.6 Test Certificate for physical and chemical properties and laboratory analysis, including purity is required to be submitted along with each supply.
- 11.7 On receipt of tanker in the Refinery, sample/s will be drawn for testing by the respective Refinery. The results of the sample/s if found to be in accordance with our specifications, the same will be unloaded at the Refinery premises.
- 11.8 In case of any problem in meeting the delivery schedule, the vendor will inform the same to the purchaser. If he decides to source the material from other manufacturer, then he will take consent from the purchaser and then only arrange the same from other sources at his cost.

12. Penalty for Late Delivery / Delayed Delivery – Applicable as per GPC clause.

13. Ascertaining the Quantity for Payment:

- 13.1 On receipt of material, net weight of material supplied will be ascertained by weighment in the Refinery and strength of the material supplied will be ascertained by analysis of tanker sample at the Refinery Laboratory.
- 13.2 Payment will be on 100% strength basis, considering the strength as per Refinery Laboratory report and net weight of product received at Refinery. However, variation up to a maximum 0.5% in quantity on 100% basis ascertained at the Refinery from those recorded in the supplier's delivery document will be ignored for this purpose; i.e. if the quantity on 100% basis as ascertained based on Refinery weighment / laboratory analysis is more than 99.5% of the quantity on 100% basis as per dispatch documents, payment will be done for quantity as per dispatch documents, otherwise payment will be done for the quantity ascertained as per Refinery weighment and Refinery Laboratory analysis.

14. Conditions for Delivery and Unloading of Caustic Soda Lye

- 14.1 Delivery of material to be arranged by the vendor in roadworthy tankers, tanker properly sealed to avoid any contamination / pilferage in transit. The tanker shall have all necessary valid tanker documents as per latest Motor Vehicle Act and permissions from statutory authorities for transportation of this material.
- 14.2 Please note that only Diesel Driven vehicle is allowed inside the Refinery.
- 14.3 The truck / vehicle transporting the material should be equipped with unloading pump / have self unloading facility, flame / spark arrester (connected to exhaust pipe) and also a fire extinguisher (standard size of 10 kg).

- 14.4 The truck / vehicle crew should use Personal Protective Equipment like Apron, PVC gloves, Gumboots, Face Shield and Helmet etc and shall follow Refinery's Safety Norms.
- 14.5 The truck / vehicle crew must be duly trained in handling hazardous chemicals and should carry a certificate to that effect.
- 14.6 Connection and disconnection shall be done by the truck / vehicle crew, as directed by the supervisor at site in the Refinery.
- 14.7 The truck / vehicle owner and crew should comply with / adhere to the regulations of Maharashtra Hazardous Chemical Transportation Act and / or a similar other Statute in force as applicable at the respective locations viz. MR, KR and NRL.
- 14.8 Any damage to the Refinery property, due to the fault of truck / vehicle crew is recoverable from the vendor.

15. Payment

100% payment will be made within 30 days of receipt and acceptance of material at site and on submission of all required documents along with supply.

In case of any other payment terms indicated elsewhere in this tender document, the above payment term will only hold good.

16. Price, Duties, Taxes, Freight Charges and other conditions.

16.1 Price – The rates quoted shall be firm without any escalation and valid for order placement for the full contract period.

16.2 Taxes – The quoted rate of tax shall remain firm except when the rate is revised by Government / Statutory Authority. .

16.3 Freight and other charges – Freight and all other charges up to delivery at site shall be indicated quoted separately (if not included in the price) in the bid document. Bidder will quote firm freight charges on per UOM basis.

16.4 Bidder to indicate HSN code of material and invoicing location in price schedule without fail.

17. General Points

- 17.1 Bidder shall confirm that the offer is strictly as per tender terms and conditions, deviations if any shall be clearly indicated in the deviation sheet only (Annexure F).
- 17.2 The commercial terms offered by the bidder shall be firm, clear and specific as the tender will normally be finalized without seeking any clarification.
- 17.3 Bidder shall accept the contract for all items or part thereof (as applicable) without any precondition on minimum value of contract / call off. Offer with precondition on this is liable to be rejected.

- 17.4 Material is required to be delivered as per delivery schedule informed by respective Refinery and along with relevant Test Certificates and MSDS. Supply made without this may not be accepted by the receiving Refinery.
- 17.5 Bidder to confirm that during emergencies, supply shall be made at a short notice on priority.
- 17.6 Bidder to confirm that the material if rejected on account of poor quality shall be replaced free of cost.
- 17.7 BPCL reserves the right to accept or reject any tender in part or full, without assigning any reason whatsoever & also to give purchase preference to Public Enterprises, as admissible under the existing policies and guidelines of BPCL.
- 17.8 Any effort by bidder or bidder's agents, consultant or representative, howsoever described, to influence the owner in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 17.9 Offers & all correspondence must be in English language only.
- 17.10 Cutting / Correction: To the extent possible, the bids shall be submitted with NIL corrections. If unavoidable, bidders may make corrections, but should be duly signed by the Bidder's authorized signatory.
- 17.11 Rates quoted shall remain firm till the execution of the contract period and no claims for price escalation shall be entertained.
- 17.12 Items should be properly packed and sent, to avoid any damage to the consignment, as stipulated for handling of chemicals. As far as possible, environment friendly packing materials are to be used.
- 17.13 MSDS will be submitted along with Technical Bid (Un-priced Bid) and shall accompany the consignment dispatched through the transporters.
- 17.14 Pro-forma of Integrity Pact (IP)- Annexure "J" shall be returned by the Bidder/s along with the bid documents (technical bid/un-priced bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with bid documents shall result in the bid not being considered for further evaluation. Original hard copy of IP duly signed and stamped should reach us within 10 days of PQ bid opening.
- 17.15 Cutting / Correction: To the extent possible, the bids shall be submitted with NIL corrections. If unavoidable, bidders may make corrections, but should be duly signed by the Bidder's authorized signatory.
- 17.16 Rates quoted shall remain firm till the execution of the contract period and no claims for price escalation shall be entertained.
- 17.17 Items should be properly packed and sent, to avoid any damage to the consignment, as stipulated for handling of chemicals. As far as possible, environment friendly packing materials are to be used.

- 17.18 MSDS will be submitted along with Technical Bid (Un-priced Bid) and shall accompany the consignment dispatched through the transporters.

If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of IP.

If the contract has been terminated according to the provisions of the IP, or if BPCL is entitled to terminate the contract according to the provisions of the IP, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the IP.

Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor (IEM) mentioned in the clause below.

- 17.19 Pro-forma of Integrity Pact (IP shall be returned by the Bidder/s along with the bid documents (technical bid/un-priced bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with bid documents shall result in the bid not being considered for further evaluation.

If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, BPCL shall be entitled to demand and recovered from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of IP.

If the contract has been terminated according to the provisions of the IP, or if BPCL is entitled to terminate the contract according to the provisions of the IP, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the IP.

Bidders may raise disputes/complaints, if any, with the CVC appointed Independent External Monitor (IEM). The IEM's name, address and contact number is given below:

Shri. S.S.N. Moorthy	Shri. Shantanu Consul	Shri. Vikram Srivastava
ADDRESS	ADDRESS	ADDRESS
GFQ, 1st Floor, B. Block, Summit Apts. Mettupalayam Road, Coimbatore - 641 043	No.9MCHS (IAS Officers Colony), 16 th Main, 5 th C Cross, BTM 2 nd stage, Bangalore – 560 076	E-202, Second Floor , Greater Kailash Part 2, New Delhi - 110048
ssnm1950@yahoo.com	shantanuconsul@gmail.com	vikramsrivastava1973@gmail.com
Mob. 09500998610	Mob. 09740069318	Mob. 09810642323

18. Bid Documents:

- 18.1 Bid documents consist of all the documents (Annexure A to L) mentioned in the index and any additional document submitted by the bidder, in support of their claim of meeting the requirements in this tender.
- 18.2 BPCL's General Purchase Conditions (GPC) in Annexure I is an essential part of this bid document. The terms & conditions mentioned therein, to the extent that they are applicable in the context of this procurement, shall hold good for this tender, in addition to the requirements, terms & conditions mentioned elsewhere in these tender documents. In case of any conflict between the terms & conditions in the GPC with that mentioned elsewhere in these tender documents, the latter shall prevail.
- 18.3 Bidder is expected to read, understand and accept all terms & conditions without any deviation. In case bidder takes any deviation to any of the terms & conditions in these tender documents, the same shall be stated clearly with reasons in Annexure F, with reasons / remarks.
- 18.4 BPCL reserves the right to accept or reject any of the deviations. In case any of the deviations taken by any bidder is not acceptable to BPCL, the same shall be taken up with bidder for withdrawal / modification of the deviation as deemed fit. In case the bidder declines to withdraw / modify the deviation as desired by BPCL, BPCL reserves the right to reject the offer at the technical / un-priced bid evaluation stage itself.

19. Delivery:

Bidder will quote the shortest possible delivery period. The delivery will be made at respective Refinery site. The validity period of this contract will be for a period of one year from award of contract / placement of purchase order.

20. Evaluation of offers:

20.1 Quoted prices in Indian Rupees for Indigenous Supply and in Foreign Currency for Imported supply shall be considered for evaluation. For evaluation purposes, all quoted values would be converted to Indian Rupees at SBI TT Selling Rates on date previous to date of opening of price bid or the last available rate for comparison of quotes.

20.2 Loading for Taxes and Duties:

Indigenous supplies

GST (CGST/SGST/IGST): wherever applicable extra.

20.3 Imported supplies

Customs duty / Import duty, other statutory duties as applicable shall be loaded extra.

20.4 Loading for Transportation and clearing & forwarding:

For Indigenous Supply: Transportation charges quoted by the vendor to Refinery site shall be loaded in price evaluation.

For Imported Supply: (Port of destination – Nhava Sheva for MR and Kochi for KR), Ocean freight from port of loading to destination port as quoted shall be loaded for comparison.

The ocean freight quoted by the bidder shall be considered for evaluation of offer.

The order will be placed on CFR basis as per the freight charges quoted by the bidder. The Ocean freight payable shall be limited to the quoted amount and same shall be valid till the tenure of the contract period.

Loading of 0.25% shall be done on CFR Value for Marine Insurance.

A loading of 3% on CIF value shall be done towards Port handling & Clearance charges.

Container de-stuffing charges if applicable would also be loaded extra.

Total Warehouse Value will be ascertained from the quoted price with appropriate loading for taxes, freight, insurance, clearance etc. as mentioned above.

20.5 Loading on account of deviation in commercial terms:

Payment terms:

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

20.6 Evaluation Methodology:

Offers would be evaluated for the lowest landed cost basis per refinery as under.

A – Basic Price (As quoted in INR or as converted in INR)

B – Loading of all applicable charges such as Packing and Forwarding Charges, Customs Duty, GST as applicable, Freight Charges and tax on freight if any, Insurance, Port Handling Charges, Container De-Stuffing Charges, Loading on account of deviations if any, Any other charge quoted by the bidder etc.

$C = \text{Landed Cost} = (A + B)$

Bidder with lowest landed cost per refinery, after considering loading on account of deviations, if any, would be the successful bidder.

21. **Arbitration Clause:**

a. **Alternative – 1**

Law, Arbitration and Jurisdiction.

1. Negotiation and Conciliation

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

2. Reference to Arbitrator

- Any Dispute which the Parties are unable to resolve pursuant to Clause (1) within thirty (30) days of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

- All arbitration proceedings shall be conducted in English language. For the purpose of such arbitration, both parties shall in good faith explore the possibility of agreement on a Sole Arbitrator and in case of failure of such mutual agreement on Sole Arbitrator, each party shall appoint one arbitrator and both appointed arbitrator shall appoint third arbitrator. The Arbitral tribunal shall decide any such dispute or claim strictly in accordance with the governing law specified below. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.
- The venue of arbitration shall be Mumbai, India. The Award may include an award of costs. Each Party shall bear their respective expenses in relation to the arbitration and the eventual liability for the costs shall be in terms of the arbitral award.
- Notwithstanding of arbitration in respect of such dispute, the parties shall continue to perform their respective obligations under this Agreement without prejudice to the final determination / Award in respect of such dispute.

3. Decision/ Award

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

4. Governing Laws/ Jurisdiction

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

b. **Alternative – 2**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under LCIA India Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.

- The number of arbitrator shall be three.
- The seat or arbitration shall be Mumbai, India.
- The language to be used in the arbitration shall be English.
- The governing law of the contract shall be the substantive law of India.

c. **Alternative – 3**

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

- The Tribunal shall consist of ONE arbitrator. The language of the arbitration shall be English.
- This contract is governed by the Laws of India.

22. **INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

- a) The bidder is requested to download the tender from BPCL’s e-tendering website <https://bpclproc.in> & participate in the tender as per the instructions given above & herein, on or before the due date & time of the tender. The tender available on the BPCL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>.

- b) For registration on the e-tender site <https://bpclporc.in>, bidder needs to download the User Instruction Manual from the site & read it. They shall have to select "Register" and complete the "Bidder's Registration Form" by filling in all the information correctly. Kindly remember the login id (e-mail), password entered therein. After completing this process, system will generate an e-mail, click on the link and complete balance registration process.
- c) As a pre-requisite for participation in the tender, bidders are required to obtain a valid Digital Certificate of Class III and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the Bidder. In case any Bidder so desires, he may contact our e-procurement service provider M/s. E Procurement Technologies Limited (+91 9099090830, +91 7940016816) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents/fees. Non availability of Digital Certificate shall be considered as the bidder's regret.
- d) Corrigendum / amendment, if any, shall only be notified on the site <https://bpclproc.in> and other two sites indicated above. In case any corrigendum / amendment is issued after the submission of the bid, then such Bidders who have submitted their bids, shall be intimated about the corrigendum/ amendment by a system-generated email. No written communication will be circulated. It shall be assumed that the information contained therein has been taken into account by the Bidder. They have the choice of making changes in their bid before the due date & time.
- e) Bidders are required to submit their bid online on or before the due date and time of closing of the tender as depicted in this document. Bidders shall have to log on to the website (<https://bpclproc.in>) for submitting their bid. 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 & time of the tender & no other time shall be taken into cognizance. Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the Bidder intends to change / revise the bid already entered, he may do so any number of times till the due date & time of submission deadline. However, no bid can be modified after the deadline for submission of bids. Once the entire process of submission of online bid is complete, the Bidders are required to go to option 'own bid view' through dashboard & take the print of the envelope receipt as a proof of submitted bid.
- f) Bids/Offer 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 & time of submission has elapsed.
- g) No manual bids/ offers along with electronic bids/offers shall be permitted.
- h) Once the/ PQ Bid/ technical (or) un-priced bids are opened, bidders can see the list of Bidders who have participated in the bid by logging on to the portal under their user ID and password & clicking on "Other Bids" view. Subsequently, in case the price bids are opened in E Tendering platform, Bidders can see the rates quoted by all the participating bidders using the same option.
- i) No responsibility will be taken by BPCL and / or the e-procurement service provider for any delay due to connectivity & availability of website. They shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that Bidders who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date / time so that there is sufficient time available with him/ her to acquaint with all the steps & 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 & time is true for e-tendering service provider as well as BPCL officials.

- j) BPCL and / or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages & 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.
- k) In case of any clarification pertaining to e-procurement process, the Bidder may contact the following agencies/ personnel:
1. For system related queries: (our e-tendering service provider – ETL Limited):
Contact: Mr. Satya, satyanarayan@abcprocure.com, Telephone: +91 9004014223
OR
Contact: Mr.Ajay Nandangi,
ajay.nandangi@abcprocure.com, Phone:+91 7208726400
 2. For tender related queries: (BPCL CPO-Refineries)
Ms. Tabassum Das, Sr. Procurement Manager CPO (R) Phone: +91 22 25533225
E-mail id: tabassumn@bharatpetroleum.in
OR
Mr. Rajendra V. Deodhar, Procurement Leader CPO (R)
E-mail id: deodharrv@bharatpetroleum.in

AGREED TERMS & CONDITIONS

EACH POINT MUST BE CONFIRMED / COMMENTED UPON AND MUST BE SUBMITTED ALONG WITH TECHNICAL BID

Sr. No.	Tender Requirement	Bidder's confirmation / Acceptance / comments to be mentioned against each item
A	PQ Bid:	
1	Bidder to confirm that all document for PQ bid has been uploaded as per the list given in clause 6 of Annexure B above.	
B	TECHNICAL:	
1	Confirm that the offer has been submitted strictly as per the enquiry and you are meeting the Bid Qualification Criteria. The required documents are submitted along with Technical Bid.	
2	Bidder to confirm that the physical & chemical properties of the material have been indicated in their quotation. Bidder to confirm that MSDS is uploaded with tender document.	
3	Confirm that there is no technical deviation and the specification of the product offered is same as per tender specification.	
4	Quality Commitment: Material supplied will meet the technical specification as agreed to.	
C.	COMMERCIAL	
1	Confirm that you are meeting Pre Qualification criteria and proof as required is attached.	
2	Confirm that BPCL's / NRL's Integrity pact is duly signed & submitted by you as per requirement.	
3	Indicate the quoted currency	
4	Indicate Country of Origin of goods offered	
5	Confirm that the prices are given strictly as per Price Schedule.	
6	Details of Packing of goods offered. - Will be delivered in bulk, by road tankers.	
7	For Indian Bidders: Indicate basis of quoted prices. (Ex-Works/ FOR Dispatch point / FOR Destination/ free delivery at site) For Ex – Works price please indicate place	
8	For Foreign Bidders: Confirm whether FOB and CFR prices have been indicated in the offer, with gate way port of exit.	Not applicable.

9	Charges to shipping agencies shall be borne by the vendor, if order is placed on CFR basis.	Not applicable.
10	Confirm that the delivery of CSL will be as per call off issued by respective Refinery.	
11	Confirm that the Prices shall be FIRM till complete execution of the order.	
12	Confirmation that the quoted prices are valid for acceptance up to 120 days from the due date / extended due date of tender.	
13	On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended without any deviation including change in price.	
14	For Indian Bidders: Bidder to mention HSN code and applicable GST rate here.	
15	Please confirm you have referred holiday listing policy enclosed with tender document.	
16	For Indian Bidders: Statutory variation in excise duty rate and Sales Tax/VAT rate during contractual delivery period shall be to BPCL account. Any increase in the rate of sales tax beyond CDD shall be to vendor's account. Any increase in the rates of Excise Duty & VAT beyond the contractual completion date or approved extended contractual completion date will be borne by BPCL to the extent CENVATABLE documents passed on to BPCL/NRL and BPCL/NRL is in a position to get the CENVAT claim from the authorities. However, the benefit of any reduction must be passed on to BPCL / NRL.	
17	Prices quoted shall exclude transit insurance charges as the same shall be arranged by BPCL / NRL.	
18	For Indian Bidders: Confirm that all Bank charges and Stamp Duties shall be borne by the bidder.	
19	For Foreign Bidders: Confirm that all taxes, duties & levies of any kind up to port of shipment shall be borne by vendor.	Not Applicable
20	Confirm acceptance of all points of BPCL's and NRL's General Purchase Conditions' (GPC).	
21	In case of deviation / reservations etc, to BPCL's and / or NRL's GPC & tender conditions, confirm that the same has been given in separate Deviation sheet (Annexure "F"). Deviations / reservations / notes / comments etc., given elsewhere in the offer may not be considered.	
22	Confirm acceptance of part order without any stipulation of minimum order value / quantity.	
23	Confirm acceptance of extension of contract period beyond a period of 12 months with the same rate & terms & conditions.	

24	Acceptance to price reduction for delay in delivery beyond contractually agreed schedule @ ½% of undelivered order value per week of delay or part thereof, subject to a ceiling of 5% of total order value as per BPCL's GPC and / or as per NRL's GPC. In case this point is not accepted by the vendor, loading shall be done as per Evaluation Clause of Special conditions.	
25	Payment term: 100% within 30 days from receipt and acceptance of material at site.	
26	Performance Bank Guarantee (PBG) :	Not applicable.
27	Indicate relationship with any of our Directors.	
28	Please confirm you have filed declaration in Holiday Listing attachment (Annexure "G"). In case you have been banned or delisted by any Government or Quasi Government agencies or PSUs, this should be clearly stated in the declaration. If this declaration is not furnished, the bid shall be rejected as non-responsive.	
29	You are requested to furnish the following information for e-payment: Name of the bidder/contractor party Account No. of the party Bank & Branch Name where the above account is maintained Type of account (current/saving/cash credit A/c) Branch code of the above bank branch IFSC code / MICR code of the above branch.	
30	For Indian Bidders: If the items are covered under DGS&D rate contract, confirm that a copy of rate contract is enclosed with your offer.	
31	In terms of Section 8 of The Micro, Small & Medium Enterprises Development Act (MSMEDA), 2006 , eligible bidders is requested to submit a copy of the relevant memorandum/ notification issued by authority notified by the State Government or Central Government and by medium enterprises with the authority notified by the Central Government, i.e., General Manager, District Industries Centre or any District Level Officer of equivalent rank in the Directorate or the Department dealing with micro, small & medium enterprises of the State Government or the Union Territory Administration., along with the offer for availing the privileges.	

32	For Foreign Bidders: Direct offer without the intermediary of an Indian Agent only will be considered.	Not Applicable
33	In case BPCL decides to obtain the prices through Reverse Auction Process (RA), e-sealed price bids will not be opened, & tender would be finalized based on results of the RA. Vendor to confirm acceptance.	Not Applicable
34	The Vendor to ensure that Handling, Use & Disposal of product supplied by them shall not have any adverse effect on Safety, Environment & Health of the flora & fauna. Otherwise Vendor to furnish the conditions & precautions to be adopted.	
35	The vendor shall comply with all Safety requirements as indicated / informed by Engineer I/C before and while carrying out the unloading activity.	
36	EMD EMD amount paid DD No. and Date / BG details (as the case may be) Exempted from making EMD payment – Reason Documents in support of Exemption	
38	I have downloaded the tender document from the site indicated in the tender and have taken print out of the same for submission. I hereby declare that no terms and conditions / wordings / sentences have been changed or modified by me in the tender document at the time of submission of the tender.	

Name, Signature & Seal

Place & Date

TECHNICAL SPECIFICATIONS - CAUSTIC SODA LYE

Parameters	Unit	BPCL
		Specifications
SPECIFICATIONS	IS standard	IS:252-1991 (Reaffirmed 2010)
STRENGTH %	MIN	47%
SPECIFIC GRAVITY	at 24 DEG C	To be reported
PH		To be reported
CARBONATE(Na ₂ CO ₃)	% WT MAX	0.4
CHLORIDES(NaCl)	% MAX	0.1
SULPHATE(Na ₂ SO ₄)	% WT MAX	0.1
Silicates(SiO ₂)	%wt max	0.02
Fe (Iron)	PPM MAX	20
copper(as Cu)	PPM MAX	2
Manganese(as Mn)	PPM MAX	1
Chlorates & perchlorates (as NaClO ₂)	PPM MAX	10
Matter insoluble in water	wt% max.	0.05
Potassium (K)	% WT MAX	To be reported
Nickel (Ni)	% WT MAX	To be reported

The bidder has to confirm the following for each point.

Caustic Soda Lye is to be supplied conforming to IS:252-1991 specification and Bidder has to guarantee the same to supply material as per specification only & Product must be colorless and free from any foreign material as it shall be used for high quality DM Water plant. Bidder is to submit their sample product test certificate as per IS-252 specs at the time of offer.

PRICE SCHEDULE
Price schedule for Indian bidders.

QUOTATION FOR SUPPLY OF CAUSTIC SODA LYE

Bidder offer ref. no.: _____

Date:

From: _____

To
GM (CPO-R),
Bharat Petroleum Corporation Limited, Mahul, Mumbai- 400074

SUBJECT: SUPPLY OF CAUSTIC SODA LYE TO MR, KR AND NRL

This has reference to your CRFQ _____ for the supply of Caustic Soda Lye for MR, KR and NRL.

We are pleased to submit our offer as detailed below:

Description	Quantity - MT	Ex-Works - Unit Rate Rs. per MT
Caustic Soda Lye on 100% basis		
MR	840	Quoted / Not Quoted
KR	1200	Quoted / Not Quoted
NRL	400	Quoted / Not Quoted
HSN Code		
Invoicing Location for	MR-	
	KR-	
	NRL-	
Freight Charges per MT	MR-Quoted/Not Quoted	
	KR- Quoted/Not Quoted	
	NRL- Quoted/Not Quoted	

IGST %	MR- KR- NRL-
CGST %	MR- KR- NRL-
SGST %	MR- KR- NRL-
Delivery (Place of Despatch) for MR, KR and NRL	Ex -
Delayed Delivery Clause as GPC	Acceptable / Not Acceptable
Delivery Period	MR- KR- NRL-
EMD EMD Details	Offers without EMD are liable to be rejected.
Firm prices	Prices shall be firm throughout the contract period.
Offer Validity	

Packing Details :

Destination : MR, KR and NRL (As applicable)

Name, Signature & Seal

Place & Date

LIST OF DEVIATIONS TO THE TENDER DOCUMENT

Ref BPCL clause No. / Annexure	Reference Clause of Tender Document	Deviation

Name, Signature & Seal

Place & Date

PROFORMA OF DECLARATION OF BLACKLISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

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

(Here give particulars of blacklisting or holiday listing and in absence thereof state “NIL”).

In the case of a Partnership Firm

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

(Here give particulars of blacklisting or holiday listing and in absence thereof state “NIL”).

In the case of Company

We hereby declare that we have not been placed on any holiday list or blacklist declared by Bharat Petroleum Corporation Limited or its Administrative Ministry, except as indicated below:

(Here give particulars of black listing or holiday listing and in absence thereof state “NIL”).

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

Name, Signature & Seal

Place & Date

FORMAT FOR BIDDER'S INFORMATION

1	Name of Bidder	
2	Address for Communication	
3	General contact details viz. e- mail address, telephone no., & fax no.	
4	Whether bidder is a manufacturer OR dealer/trader, for items under this tender	
5	Type of Organization: Government Dept./Public Sector Undertaking/Public Limited Company/ Private Limited Company / Partnership/ Proprietorship Others (Pl. specify)	
6	Location of Registered Office , in the case of Company	
7	Residential status : Indian or Non-resident;	
8	Indian Income Tax PAN Number: (Note : In case where Indian Income Tax Deduction at Source is applicable, non- availability of PAN Number will entail a higher deduction)	
9	In case non-resident, whether the bidder is having any Permanent Establishment in India, through which business transactions in India are carried out.	
10	IN CASE BIDDER IS A MANUFACTURER FOR ITEMS UNDER REFERENCE:	

	Address of Factory:	
	GST registration details	
11	IN CASE BIDDER IS A DEALER / TRADER / SERVICE PROVIDER FOR ITEMS UNDER REFERENCE:	
	GST registration details	
12	CONTACT PERSON'S DETAILS:	
	Name & Designation	
	E-mail id	
	Telephone No.- Landline	
	Mobile Number.	
	Fax number	
13	Average Annual Turnover of the business	
14	Whether the bidder falls under the category of Micro & Small Enterprises (MSE) as per the MSME Policy of Govt. of India. If YES, whether proof for the same enclosed with the bid?	

Name, Signature & Seal

Place & Date

General Purchase Conditions: BPCL MR AND KR

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

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-
1. DEFINITIONS:

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

- 1.1. OWNER: Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400038 and shall include its successors and assigns (hereafter called BPCL as a short form).
- 1.2. VENDOR: Vendor means the person, firm or the Company / Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.
- 1.3. INSPECTOR: Person/agency deputed by BPCL for carrying out inspection, checking/testing of items ordered & for certifying the items conforming to the purchase order specifications..
- 1.4. GOODS/MATERIALS: means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property & all services including but not limited to design, delivery, installation, inspection, testing & commissioning specified or required to complete the order.
- 1.5. SITE/LOCATION: means any Site where BHARAT PETROLEUM CORPORATION LTD. desires to receive materials anywhere in India as mentioned in RFQ.
- 1.6. "RATE CONTRACT" means the agreement for supply of goods/materials between Owner and Vendor, for a fixed period of time (i.e. till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms & conditions. The actual supply of goods/materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.
- 1.7. "FIRM PROCUREMENT" means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered.
2. REFERENCE FOR DOCUMENTATION:
 - 2.1. The number & date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract/Purchase Order.
 - 2.2. After finalization of Contract / Purchase Order: The number and date of Rate Contract / Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list & on any documents or papers connected with this order.
 - 1.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice & shipping documents as well as on the packages or consignments.
3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

The right to accept the tender will rest with the Owner.
4. LANGUAGE:

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

5. Price:

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

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

6. TAXES AND DUTIES:

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

6.1. EXCISE DUTY

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

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

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

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

6.2. SALES TAX/VAT/GST:

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

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

6.3 Service tax:

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

- Name, address & registration number of the service provider
- Name & address of person receiving taxable service
- Description, classification & value of taxable service provided
- Service Tax Payable

6.4 FREIGHT & OCTROI:

- 6.4.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.
- 6.4.2. Octroi & entry taxes, if any, shall be invoiced separately and shall be re-imbursed by BPCL at actuals after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related octroi & entry taxes, as the case may be.
- 6.5. NEW STATUTORY LEVIES :
- All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.
- 6.6 Variation in Taxes/Duties
- Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.
7. INSPECTION :
- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility & in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ULIPL/RITES LTD/ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant Standards/scope of inspection provided along with the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/inspections; BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components & other inputs are supplied strictly to conform & comply with all the requirements of the Contract at all stages, whether during manufacture & fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, & during the defect liability period. The inspections & tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts & components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anyway reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- 7.6. Although material approved by the Inspector(s), if on testing & inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. SHIPPING:

8.1 SEA SHIPMENT:

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

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

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

SHIPPING DOCUMENTS :

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Government of India

Consignee: Bharat Petroleum Corporation Ltd.

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

8.2 AIRSHIPMENT:

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

TRANSMISSION OF SHIPPING DOCUMENTS :

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

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

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

9. INDIAN AGENT COMMISSION:

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

10. ORDER AWARD/EVALUATION CRITERIA:

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

11. CONFIRMATION OF ORDER :

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

12. PAYMENT TERMS:

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt & acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.
- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name & contact details of whom are given in PO) & payments for despatches will be made by the originator of Purchase Order:
- a) Invoice
 - b) Excise invoice
 - c) The Lorry Receipt of the consignment
 - d) Packing list for the consignment
 - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
 - f) Manufacturers Test/Composition Certificate, wherever applicable
 - g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
 - h) Guarantee/Warranty Certificate(s), wherever applicable.
 - i) Original Receipt for Octroi/other statutory levies as applicable.
 - j) Performance Bank Guarantee as applicable.

13. GUARANTEE/WARRANTY:

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

14. PERFORMANCE BANK GUARANTEE:

- 14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of

Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure I.

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

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

Branches of Indian scheduled banks operating in their Country.

Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/India.

Indian branches of foreign banks.

Foreign bank operating in their Country counter guaranteed by their Indian branch

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

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

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

15. PACKING & MARKING:

15.1 PACKING:

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

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

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

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

- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials & the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 15.1.4 Chemicals in powder form, catalyst, refractories & like materials etc. shall be packed in drums, cans & tins only. However, Catalyst may be supplied in Jumbo bags.
- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations & tariff of all cognizant Government Authorities & other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous & to identify each material by its proper commodity name & its hazardous material class code.
- 15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths & the weight shall be within the breaking strength of the securing wire or strapping.

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

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

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

- 15.1.12 Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.
- 15.1.13 Pipes shall be packed as under:
- a. Upto 50mm NB in wooden cases/crates.

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

c. Above 100mm NB in loose.

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

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

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

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

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

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

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

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

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

15.2. MARKING:

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

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

15.3 Imported items:

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

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

From :

To : Bharat Petroleum Corpn. Ltd.

(With detailed address as given in Special Purchase Conditions)

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

NOTE:

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

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

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

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

16. DELIVERY:

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

17. UNLOADING & STACKING:

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

18. TRANSIT INSURANCE:

Unless otherwise mentioned,

18.1. Transit Insurance shall be covered by BPCL against its Mega Package Policy.

18.2. In the case of imports, insurance against all marine & transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained & the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.

18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.

18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Ltd., (with detailed address as given in Special Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number & date, total FOB & freight value.

19. VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

20. DELIVERY DATES & PRICE REDUCTION SCHEDULE:

20.1. The time & date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).

20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay & of the steps being taken by the Vendor to remove or reduce the anticipated delay, & shall promptly keep BPCL informed of all subsequent developments.

20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:

20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R destination contract.

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

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

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

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

21. RISK PURCHASE CLAUSE:

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

22. FORCE MAJEURE CLAUSE:

(A) Definition: The term "Force Majeure" means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor's reasonable control & were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable & 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: 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; fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion; epidemic, plague or quarantine; air crash, shipwreck, or train wreck; 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; radioactive contamination or ionizing radiation;

(B) Notice & Reporting:

(i) The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify the BPCL in writing of such event of Force Majeure & provide the following information:

- (a) reasonably full particulars of the event or circumstance of Force Majeure & the extent to which any obligation will be prevented or delayed;
- (b) such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and
- (c) all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.

(ii) The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities & sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk & cost of the Party requesting such information & Responsibility:

The Vendor shall use all reasonable endeavours, acting as a Reasonable & Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, & relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.

The Vendor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause & that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.

The Vendor shall notify BPCL when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur & shall resume performance as expeditiously as possible after such termination or abatement.

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

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 & the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; &

the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

(E) Force Majeure Events Exceeding 60 Days

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

23. ARBITRATION CLAUSE :

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

23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.

23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation & may be Share holder of the Corporation.

23.4. The award of the Arbitrator so appointed shall be final, conclusive & binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration & Conciliation Act, 1996 or any other enactment in replacement thereof.

23.5. The language of the proceedings will be in English & the place of proceedings will be Mumbai.

23.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement & any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone. (legal)

24. INTEGRITY PACT (IP) :

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid result in the bid not being considered for further evaluation.

25. RECOVERY OF SUMS DUE :

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

26. CONFIDENTIALITY OF TECHNICAL INFORMATION :

Drawing, specifications and details shall be the property of the BPCL & shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save & except for the purpose of BPCL. The Vendor shall not disclose the technical information furnished to or organized by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority & shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted & supplied to the vendor by BPCL shall at all time remain the absolute property of BPCL. Imparting of any confidential information by the Vendor will be breach of contract.

27. PATENTS & ROYALTIES:

The vendor shall fully indemnify BPCL & users of materials specified herein/supplied at all times, against any action, claim or demand, costs & expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any materials supplied or any arrangement, system or method of using, fixing or working used by the vendor. In the event of any claim or demand being made or action sought against BPCL in respect of any of the aforesaid matter, the vendor shall be notified thereof immediately & the vendor shall at his/its own expense with (if necessary) the assistance of BPCL (whose all expense shall be reimbursed by the vendor) conduct all negotiations for the settlement of the same &/or litigation which may arise thereof.

28. LIABILITY CLAUSE :

In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations & Ordinances & all plant rules & regulations particularly in regard to safety precautions & fire hazards. If this order requires vendor to furnish labour at site, such vendor's workmen or employees shall under no circumstances be deemed to be in owner's employment & vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner's premises or elsewhere & agrees to indemnify the owner against any such claims, if made against the owner & all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

29. COMPLIANCE OF REGULATIONS :

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

30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

31. NON-WAIVER :

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

32. NEW & UNUSED MATERIAL:

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

33. PURCHASE PREFERENCE CLAUSE:

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

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

34. CANCELLATION:

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

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

34.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

established under the Act of Parliament & file information relating to anti-competitive agreements & abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission & also subject to penalty and other provisions of the Competition Act.

36. ASSIGNMENT

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

37. GOVERNING LAW

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

38. AMENDMENT

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

39. SPECIAL PURCHASE CONDITIONS

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

40. NOTICES

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

Vendor

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

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

To,
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

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

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

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

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

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

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

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

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

NUMALIGARH REFINERY LIMITED
General Purchase Conditions (Indigenous)

Definition:

1. 'NRL' means 'Numaligarh Refinery Limited.'
2. 'Vendor' means a Person or Firm or Company, to whom the order is addressed, for supply of goods and/or services.
3. Banker: Unless otherwise specified, NRL's banker at Numaligarh shall be: State Bank of India, NRL Complex, P.O. NR Project, Pin : 785699, Dist. Golaghat, Assam. Bank Code : 5377.
4. Price Basis: Prices are to be quoted on FOT NRL Site, Numaligarh basis (or, FOT NRL Guwahati / New Delhi/Calcutta basis, as the case may be) showing break-up of taxes, duties, packing & forwarding, freight and transit insurance charges, (all in % age).
5. Firm Price: Quoted prices shall remain firm and fixed till complete execution of the order.
6. Payment Term: Unless otherwise specified/agreed, the payment term shall be "100% within 30 days of receipt and acceptance of goods."
7. Weights & Measurements: All weights and measurements recorded by NRL on receipt of materials shall be treated as final and binding.
8. Qty. Tolerance: For Steel Items, $\pm 0.5\%$ qty. tolerance for weighbridge scale variation or, std. rolling tolerance (as applicable) for sectional weight measurements shall be permissible.
9. Transportation: Unless otherwise agreed upon, transportation of goods upto the specified destination shall be in vendor's scope.
10. Despatch: Unless otherwise specified, all LR/RR etc. must be in the name of Numaligarh Refinery Limited and not 'Self'. Any demurrage or wharfage paid by NRL to the carriers due to consignments being booked as 'Self' will be recovered from the vendor. No consignment shall be booked on 'Said to Contain' basis. If so, it will be at vendor's own responsibility and risk.
11. Packing, Marking Shipping & Documentation
 All consignments must be securely and appropriately packed and should conform to Standard Material Transport Regulations. The vendor will be held liable for any damages to the goods due to insufficient or defective packing as well as for corrosion due to insufficient protection.
 Each package shall be clearly marked with indelible paint with the Purchase Order No., From (Name & Add.), To (Name & Add.), Destination, Item Net & Gross Weight, Case No. (Sl. No. of Total Cases) & Dimensions, and shall contain copies of dispatch documents and packing list. Details given in the "Packing, Marking, Shipping and Documentation Specification for Indigenous Materials" – wherever enclosed with a Purchase Order, shall be strictly followed.
12. Test Certificate: Test certificate of representative samples conforming to PO specifications from the manufacturer/Govt. approved laboratory/NRL nominated agency must be furnished alongwith supplies. In case of 3rd Party Inspection, the Inspection Reports must accompany all dispatch documents as well as supplies.
13. Guarantee: Vendor shall guarantee NRL against any and all defects in design, workmanship of material and performance for a period of 12 months from the date of Commissioning/installation or 24 months from the date of last despatch, whichever expires first. Should any defects develop during the guarantee period, it should be remedied promptly free of cost by the vendor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor. The guarantee period for such repaired/replaced goods shall again be 12 months from the date of commissioning/installation.
14. Insurance Charges: Transit insurance shall be in NRL's scope only when specifically agreed upon. In such cases, vendor shall intimate despatch details and value of goods in advance per fax for transit insurance coverage.
15. Bank Charges: Unless otherwise specified, in case of payment through bank, respective bank charges shall be to respective account.

16. Offer Validity: The vendor's offer shall be valid for acceptance for a period of 90 days from the final due date of the enquiry.
17. Taxes & Duties: In case of applicability of Excise Duty (ED), relevant ED paid challan-cum-invoice must accompany supplies. For claiming Sales Tax, particulars of Sales Tax registration certificate shall be furnished alongwith invoices. Statutory variation in taxes & duties within the contractual delivery period shall be borne by NRL. However, in case of delay on a/c of vendor, any new or additional taxes & duties imposed after the contractual delivery date shall be borne by the vendor.
NRL's CST Regd. No. : GAU(C)/C-2705. PAN No. : AAA CN 6984B
Excise Regd. No. : 1/CH-27/GLT(060202)/94; ECC : 060204001P; Excise Range :
Golaghat – 1 (Assam); Division : Jorhat (Assam); Collectorate : Shillong,(Meghalaya).
18. Delivery Period & Delayed Delivery: The delivery period quoted/agreed shall be strictly followed. Failing supplies in time, NRL reserves the right to cancel the order and take alternative procurement action solely at the risk and cost of the vendor. In case of delay in execution of the order, NRL may at its option, recover from the vendor price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.
19. Repeat Order: Repeat Order shall be acceptable to the vendor within 6 months from the date of the Basic Order at the same prices, terms & conditions as that in the Basic Order.
20. Part Order: Part Order shall be acceptable to the vendor. However, the quantity mentioned in the enquiry documents for each item shall be ordered on one vendor. All applicable lumpsum charges, if any, shall be pro-rata on value basis.
21. Changes in Terms & Conditions: NRL reserves the right to make changes at any time in quantities of items ordered or in specification and drawings. If such changes cause an increase or decrease in the amount due or in the delivery period, an equitable adjustment shall be made. Any claim for adjustment under this provision must be assessed within 10 days from the date when the changes are ordered.
22. Right of Rejection: NRL reserves the unfettered right to reject any or all offers without assigning any reasons thereof.
23. Arbitration: Any dispute whatsoever in any way arising out of or relating to a Purchase Order shall be referred to arbitration of the Chief Executive of Numaligarh Refinery Limited or, to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of NRL. The award of the arbitrator shall be final, conclusive and binding on all parties.
24. 1. Jurisdiction Any dispute relating to the purchase of goods between NRL and vendor shall be subject to the jurisdiction of a Court of Law situated in the State of Assam.
25. Acceptance of Order: In the event of order being placed, the vendor shall acknowledge receipt and acceptance in toto to the Purchase Order by signing and returning the duplicate copy within 10 days from the date of the order, failing which, the Purchase Order shall be deemed to have been accepted by the vendor in toto.
26. Distribution of Documents: Invoices and other original despatch documents in case of direct payment and advance copies of despatch documents in case of thro' Bank payments, shall be sent to the Finance, Commercial & Materials Deptt. of NRL individually.
27. Conflict among other Terms and Conditions: In case of conflict between these General Terms & Conditions and any other special or typed conditions agreed to for a particular Purchase Order, the latter shall prevail to the extent applicable.
28. Non Assignment: The Purchase Order shall not be assigned by the vendor to any other party without prior written permission from NRL.
29. Control Regulations: Vendor shall arrange for supply and despatch in strict conformity with the control regulations applicable and after obtaining permits, if any, under the regulations in force from time to time.
30. Govt. Policy: The existing policy of the Government of India with regard to Purchase Preference to Public Sector Enterprises shall be applicable.

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 Caustic Soda Lye to BPCL Mumbai Refinery / BPCL Kochi Refinery. 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 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.
 - 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.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (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.

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 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 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: 16.01.2018

Witness 2 : _____
(Signature/Name/Address)

ANNEXURE – K

PRO-FORMA OF BANK GUARANTEE (ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE) FOR EARNEST MONEY DEPOSIT

To,

Bharat Petroleum Corporation Limited,
CPO (R),
Mumbai Refinery,
Mahul, Mumbai 400 074

Dear Sir,

M/s. _____ have taken tender for supply of _____ for Bharat Petroleum Corporation Limited. The tender conditions of contract provide that the bidder shall pay a sum of ` _____ (Rupees _____)

as earnest money deposit / initial / full security deposit in the form therein mentioned. The form of payment of earnest money / security deposit includes guarantee executed by Schedule A _____ Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Limited in case of default.

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Limited, we shall on demand pay to you in such matter as to you may direct the said amount of ` _____ (Rupees _____) only or such portion thereof not exceeding the said sum as you may from time require.
2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect releasing us.
3. Your right to recover the said sum of ` _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and / or that any dispute or disputes are pending before any officer tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to ` _____ (Rupees _____) our guarantees shall

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

6. We have power to issue this guarantee in your favor under memorandum and articles of association and undersigned has full power to sign and issue this under the power of attorney dated _____ granted to him by the Bank.

Yours faithfully,

_____ Bank by its constituted attorney

Sign on behalf of Bank

Name, Signature and seal of Bank

PRE QUALIFICATION CRITERIA

Bidder should meet the following pre qualification criteria and should submit all documents in support of the same.

Technical Criteria:

- 6.1 Bidder should be a Manufacturer / Supplier of CSL.
- 6.2 In case bidder is not a manufacturer of CSL, the source i.e. the details manufacturer (one and/or more) from whom the product is sourced to be clearly indicated by the bidder.
- 6.3 If the bidder is an authorized dealer of reputed manufacturer, then the dealership should be valid on the date of bidder's offer.
- 6.4 The bidder should confirm that the Material Test Certificate (MTC) from the original manufacturer will be submitted along with each supply.
- 6.5 Bidder should confirm that CSL will be supplied in road tankers on a regular basis as per BPCL's/NRL's requirement.
- 6.6 The bidder should have supplied CSL in bulk to any Industry and at least the following quantities within any 12 consecutive months during preceding 3 years from the due date of tender:-

840 MT (100% Strength) for a bidder submitting his offer for supply to MR.

1200 MT (100% Strength) for a bidder submitting his offer for supply to KR.

400 MT (100% Strength) for a bidder submitting his offer for supply to NRL.

In case a bidder is submitting offer for supply of CSL to more than one Refinery, then the quantity supplied by the bidder during the period as indicated above should not be less than sum total of quantities indicated against respective Refinery.

The bidder shall confirm each of the items viz. 6.1 to 6.6 and shall provide documentary evidence such as a copy of dealership certificate, copy / copies of purchase order etc in order to support the above claim.

The bidder shall submit a statement in Excel format indicating the following details:

Buyer's Name	Buyer's Contact Details viz. Name & Designation, e-mail, Telephone Number	P. O. No.	P. O. Date	Quantity ordered MT	Quantity Supplied MT	Invoice Number	Invoice Date

Copies of invoices: One copy of invoice for each order indicated above to be provided along with PQ Bid. In addition to these copy/copies, BPCL may ask for copy/copies of invoice(s) on random basis for verification.

Alternatively the bidder can submit a confirmation letter from the buyer for quantity supplied in the aforesaid period along with a) Name & Designation of the buyer, telephone number, e-mail address etc.

Financial Criteria:-

- 6.7 The average annual turnover during the immediately preceding 3 financial years should not be less than;
- Rs. 92.45 Lakh for a bidder submitting his offer for supply to MR
 - Rs. 132.10 Lakh for a bidder submitting his offer for supply to KR
 - Rs. 44.00 Lakh for a bidder submitting his offer for supply to NRL

In case a bidder is submitting offer for supply of CSL to more than one Refinery, then the turnover during the period as indicated above should not be less than the sum total of turnover indicated against respective Refineries.

- 6.8 The bidder should have a positive net worth during last financial year.
Net worth is the difference between all assets and all liabilities i.e. (All assets excluding fictitious assets – All Liabilities).

The above confirmation (point no. 6.7 and 6.8) should be supported by audited Profit and Loss statements and Balance sheets for the last three financial years ending on March 2017. Further, for bidders who have not finalized their audited books of account for the last financial year 2016-17, evaluation of these criteria would be done for the immediately preceding three financial years ending 2015-16 for which books of account have been audited. The bidder shall provide the necessary proof /justification for not submitting their financial documents for period 2016-2017.

Copies of PQC documents to be submitted for this tender should be duly verified with originals & attested by any one of the independent third party inspection agency (TPIA) duly approved by BPCL.

Requirement regarding PQC documents (for Indian bidders only):

Copies of PQC documents to be submitted for this tender should be duly verified with originals & attested by any one of the following independent third party inspection agency (TPIA) duly approved by BPCL :

SGS /GLISPL / IRS / DNV / LRIS / EIL /TATA Projects / PDIL / UIPL / RITES LTD / ITS IPL /CEIL (subsidiary of EIL)

All charges of the third party for verification & attestations shall be borne by the Vendors.

Vendor has to upload the duly verified & attested documents along with the respective TPIA verification certificates duly signed & stamped by authorized signatory of TPIA before the due date of submission of the bids. An undertaking note from the TPIA and the vendor as per the attached draft shall be uploaded as a part of the BQC/Techno-commercial bid as the case may be.

BPCL reserves the right not to consider the offer on account of non-compliance regarding submission of BQC/techno-commercial related documents duly verified by the TPIA.

Undertaking from Vendor:

All the BQC/techno-commercial documents and credentials submitted/uploaded as a part of this tender have been verified with the originals by TPIA.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted have been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle Bharat Petroleum Corporation Limited to initiate appropriate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that additional documents, if any, required to be submitted by us (bidding agency) shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

We understand that BPCL reserves the right not to consider our offer on account of non-compliance regarding submission of BQC/techno-commercial related documents duly verified by the TPIA.

Authorised signatory

Format for Undertaking from TPIA

(on TPIA letter head duly stamped & signed)

Ref.: _____

Date : _____

The Procurement Manager,
CPO-Refineries,
Mumbai Refinery,
Mahul, Chembur,
Mumbai – 400074

Dear Sir,

Subject : Verification of Bidder's Qualification Criteria (BQC) related documents of the Tender

Ref : CRFQ No. 1000 _____ , E-tender System ID : _____
Tender for " _____ "

M/s. _____ with its Registered office at _____ intend to participate in the tender for " _____ " for Bharat Petroleum Corporation Limited, with registered office in Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai, India.

The tender conditions provide that the BIDDER shall submit PQC documents (as indicated in the Annexure "XXXXXX") / page xxx of this tender) duly verified by independent Third Party Inspection Agency.

In this regard, this is to certify that copies of all the BQC/techno-commercial related documents submitted to us for verification have been verified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified documents having xxxxx pages.

(Signature of a person duly authorized to
Sign on behalf of the TPIA)

(Seal of the Company) / Date