

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



LIMITED TENDER

**SUPPLY OF MICRO FILTER, COALESCER AND
SEPARATOR FOR AVIATION STATIONS**

CRFQ NO.: 1000315695

DUE ON: 25/10/18 AT 1500 HRS IST

M/s.

Dear Sir/Madam,

**Subject: Limited tender for inviting bids for supply of Micro Filter, Coalescer and Separators for Aviation Stations
(CRFQ no. 1000315695 due on 25/10/18 at 3 pm IST)**

1. We are in need of different sizes of **Micro Filter, Coalescer and Separators (totaling to 4246 nos.)** for Aviation Stations. Hence BPC is seeking **bids** for these materials from vendors who are registered with us. The details of the items are as follows:

Sl.No.	Item Description	Qty (Nos.)
1	MICRO FILTER , 4IN X 12IN	133
2	MICRO FILTER , 4IN X 19IN	1861
3	MICRO FILTER , 6IN X 14IN	161
4	MICRO FILTER , 6IN X 43.5IN	96
5	MICRO FILTER, 6IN X 29IN	316
Total		2567

1	COALESCER , 6IN X 14.5IN	1007
2	COALESCER , 6IN X 22IN	25
3	COALESCER , 6IN X 28IN	28
4	COALESCER , 6IN X 33IN	12
5	COALESCER , 6IN X 33IN SB	26
6	COALESCER , 6IN X 38IN SB	69
7	COALESCER , 6IN X 38IN TB	3
8	COALESCER , 6IN X 43IN	166
9	COALESCER , 6IN X 56.5 IN	21
Total		1357

1	SEPARATOR , 4IN X 36IN SEB	14
2	SEPARATOR , 6IN X 14.5IN	193
3	SEPARATOR , 6IN X 30IN	8
4	SEPARATOR , 6IN X 33IN	8
5	SEPARATOR , 6IN X 36IN	34
6	SEPARATOR , 6IN X 38 IN	28
7	SEPARATOR, 6IN X 29IN	4
8	SEPARATOR, 6IN X 29IN SEB	2
9	SEPARATOR, 6IN X 30IN SEB	2
10	SEPERATOR , 6IN X 22IN	8
11	SEPARATOR, 6IN X 43.5IN	21

Total **322**

We shall be entering into an ARC for a 12 months period with the successful bidder/bidders and the total quantity shall be uplifted in one lot against the call-offs placed by our Avn. dept. The above quantities are only indicative and actual requirement may vary. BPCL reserves the right to increase any or all of the above quantities upto 20% at the same rates, terms and conditions.

2. This tender document consists of the following annexures, which are enclosed:

a) Techno-Commercial Bid

- | | |
|---|----------------|
| 2.1 Technical Specification | - Annexure I |
| 2.2 General Purchase Conditions | - Annexure II |
| 2.3 Special Purchase Conditions | - Annexure III |
| 2.4 Proforma of Integrity Pact | - Annexure IV |
| 2.5 General Instructions to vendors for e-tendering | - Annexure V |

b) Price bid: A price bid shall have to be submitted online as per the form provided.

The location and the requirements are mentioned in the Special Purchase Conditions. There are three category of materials viz. Micro Filter, Coalescer and Separator. The bidder has an option to submit quote for one or more category of materials. Price evaluation shall be done so as to discover L1 for each line item of material.

3. All the documents associated with Techno-Commercial bid (consisting of all the aforementioned annexures, documents uploaded by the vendor and Techno-Commercial Information) and price bid shall form the part of the tender. **The entire bid shall be online only.** General Instructions to vendors for e-tendering are as given in the Annexure V of this tender.

Offers should strictly be in accordance with the tender terms & conditions and our specifications. Vendors are requested to carefully study all the documents/annexures and understand the conditions, specifications & drawings, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

4. Tenderers shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the proforma mentioned in point (2.4) above. The salient points to be noted in regard to IP are:

- Proforma of Integrity Pact shall be uploaded by the Tenderer along with the bid documents duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Tenderer's failure to upload the IP duly signed along with the bid document shall result in the bid not being considered for further evaluation.
- Tenderers may raise disputes/complaints, if any, with the nominated Independent External Monitor whose name, address and contact numbers are as follows:

1) Name of Procuring Officer-PO	Mr. Maneesh Patney	To be contacted for:
2) PO's email ID	patneym@bharatpetroleum.in	All Clarifications/ Details Regarding this Tender
3) PO's Office Address	BPCL, Central Procurement Organization (Mktg), A-Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400015	
4) PO's Contact Number	(022) 24176417 / Mob. 9820326566	
1) Name of Procuring Officer-PO	Mr. Arvind M Sharma	
2) PO's email ID	sharmaam@bharatpetroleum.in	
4) PO's Contact Number	(022) 24176415 / Mob. 9833927790	
1. Name of EIM and E-Mail Id	Shri S S S Moorthy; ssnm1950@yahoo.com	FOR COMPLAINTS ONLY
2. EIM's Address	GFQ, 1st Floor, B Block, Summit Apts., Mettupalayam Road, Coimbatore - 641043	
3. EIM's Mobile Number	9500998610	
1. Name of EIM and E-Mail Id	Shri Shantanu Consul; shantanuconsul@gmail.com	
2. EIM's Address	No.9, MCHS (IAS officers Colony), 16th Main, 5th C Cross, BTM 2nd Stage, Bangalore - 560076	
3. EIM's Mobile Number	9740069318	
1. Name of EIM and E-Mail Id	Shri Vikram Srivastava; vikramsrivastava1973@gmail.com	
2. EIM's Address	E-202, Second Floor , Greater Kailash Part 2, New Delhi - 110048	
3. EIM's Mobile Number	9810642323	

5. Vendors are **not required** to submit EMD.
6. BPCL 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. Vendors falling in any of these categories shall be required to upload documentary evidence supporting their status.
7. Please visit the website <https://bpcleproc.in> for participating in the tender and submitting your bid online.
8. Your online bid should be submitted on or before the due date of this tender viz. **25th Oct, 2018, 3 pm IST.**

9. E-tender system will automatically close on the due date and time and bidders will not be able to submit their bids after the closing time. Bids not in the prescribed format are liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents/instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
10. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us.
11. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
12. **SUPPORT DESK:** In case of any clarification pertaining to E-Procurement Process, the vendor may contact **ETL** on Contact Numbers and E-Mail Ids, as appended below.
- **All India** : +91 79 4001 6868 support@bpclproc.in
 - **CPO(M) Office:** Satyanarayan Behera (90040 14223) satyanarayan@procuretiger.com
Harshad Sapkale (6351896636) mumbai.support@abcprocure.com
13. For clarifications, if any, please feel free to contact us on any working day between 10:00 am to 4:00 pm:
- **PROCUREMENT LEADER:** Maneesh Patney - 022-2417 6417; M – 98203 26566 (patneym@bharatpetroleum.in)
OR
 - **SR. MANAGER PROCUREMENT:** A M Sharma - 022-2417 6415; M – 98339 27790 (sharmaam@bharatpetroleum.in)
At
 - **OFFICE ADDRESS:** BPCL, Central Procurement Organization (Mktg), 'A' Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400 015

Thanking you,

Yours faithfully,
for Bharat Petroleum Corporation Ltd.

A M Sharma
Sr. Procurement Manager (CPO)

Technical Specifications for Micro Filter, Coalescer and Separator**MICRO FILTER**

- TESTED & QUALIFIED TO MEET EI-1590 3RD EDITION/LATEST EDITION SPECIFICATIONS & QUALIFICATION PROCEDURES (NON-EI IS ALSO ACCEPTABLE)
- MICRON - 5 (MAX)
- SHELF LIFE - 3 YEARS FROM THE DATE OF SHIPMENT

COALESCER

- TESTED & QUALIFIED TO MEET EI-1581 5TH EDITION/LATEST EDITION SPECIFICATIONS & QUALIFICATION PROCEDURES
- CATEGORY C TYPE S
- MICRON - 1 (MAX)
- SHELF LIFE - 3 YEARS FROM THE DATE OF SHIPMENT

SEPARATOR

- TESTED & QUALIFIED TO MEET EI-1581 5TH EDITION/LATEST EDITION SPECIFICATIONS & QUALIFICATION PROCEDURES
- TEFLON COATED PERMANENT TYPE
- SHELF LIFE - 3 YEARS FROM THE DATE OF SHIPMENT

MAKE: VELCON / FAUDI / FACET / MAHLE / PUROLATOR / PARKER

NOTE: NOMENCLATURE USED FOR COALESCER AND SEPARATOR

1. COALESCER:
ID - 3.5 INCH, MOUNTING STYLE - ROD
2. COALESCER **SB** or COALESCER **TB**:
ID - 3.5 INCH, MOUNTING STYLE - **SCREW BASE TYPE OR THREADED BASE TYPE**
3. SEPARATOR:
ID (SEALING END) - 3.5 INCH, ID (MOUNTING END) - 3.5 INCH
4. SEPARATOR **SEB**:
ID (SEALING END) – **BLIND OR CLOSED**, ID (MOUNTING END) - 3.5 INCH

General Purchase Conditions

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

I N D E X

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

GENERAL PURCHASE CONDITIONS**1. DEFINITIONS:**

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

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

2. REFERENCE FOR DOCUMENTATION:

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

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

4. **LANGUAGE:**
The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only.
5. **PRICE:**
Unless otherwise agreed to the terms of the RFQ, price shall be:
Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.
6. **TAXES AND DUTIES:**
All vendors shall have VAT / CST/GST/Service tax registration in the concerned State and vendor shall quote their TIN number in the quotation.
- 6.1. **EXCISE DUTY:**
- 6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor's account.
- 6.1.2. In case Excise Duty is not applicable at present: Excise duty due to change in turn over is not payable. If applicable in future, the same will be borne by vendor.
- 6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.
- Vendor shall ask the transporter of the goods to hand over the copy of excise invoice (transporter's copy) at the time of delivery of goods at owner's site.
- 6.2. **SALES TAX/ VAT/GST:**
- 6.2.1. Sales Tax as applicable at the time of delivery within scheduled delivery period will be payable by BPCL. Vendor shall give details of local sales tax and/ or central sales tax currently applicable in their offer. The rates applicable for "CST without form C", "CST with form C" and "VAT" shall be clearly indicated.
- 6.2.2. Input VAT Credit may be claimed by BPCL, wherever applicable. Vendor shall submit the TAX invoice.
- 6.3 **SERVICE TAX:** All vendors shall have service tax registration wherever applicable. BPCL may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall submit the TAX invoice. Vendor is required to furnish serially numbered and signed invoice / bill / challan containing the following details:
- Name, address and registration number of the service provider
Name and address of person receiving taxable service
Description, classification and value of taxable service provided
Service Tax Payable

6.4 FREIGHT AND OCTROI:

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

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

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

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

- a) Name of Vendor (assessee);
- b) Status (Individual, Company, firm etc.) of assessee;
- c) Nationality (in case of individual);
- d) Country or specified territory of incorporation or registration (in case of others);
- e) Assessee 's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
- f) Residential status for the purpose of tax;
- g) Period for which the certificate is applicable; and
- h) Address of the applicant for the period for which the certificate is applicable.

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

7. INSPECTION:

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.

GENERAL PURCHASE CONDITIONS

- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/ GLISPL/ IRS/ DNV/ LRIS/ EIL/ TATA Projects/ PDIL/ ULIPL/ RITES LTD/ ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/ scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/ inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. SHIPPING:

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

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

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

GENERAL PURCHASE CONDITIONS

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Government of India

Consignee: Bharat Petroleum Corporation Limited

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

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

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

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

<u>Documents</u>	<u>BPCL (Mumbai)</u>
Bill of Lading	4 (including 1 original)
Invoice	4
Packing List	4
Freight Memo	4
Country of Origin Certificate	4
Third party inspection certificate	4
Drawing	4
Catalogue	4
Invoice of Third Party	4

for inspection charges whenever applicable.

9. INDIAN AGENT COMMISSION:

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

10. ORDER AWARD/ EVALUATION CRITERIA:

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

11. CONFIRMATION OF ORDER:

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

12. PAYMENT TERMS:

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

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

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

- a) Invoice
- b) Excise invoice
- c) The Lorry Receipt of the consignment
- d) Packing list for the consignment

GENERAL PURCHASE CONDITIONS

- e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
- f) Manufacturers Test/Composition Certificate, wherever applicable
- g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
- h) Guarantee/Warranty Certificate(s), wherever applicable.
- i) Original Receipt for Octroi/other statutory levies as applicable.
- j) Performance Bank Guarantee as applicable.

13. GUARANTEE/ WARRANTY:

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEES:

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

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

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

- a) Branches of Indian scheduled banks operating in their Country.

GENERAL PURCHASE CONDITIONS

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

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

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

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

15. PACKING & MARKING:

15.1 PACKING:

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

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

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

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

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

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

GENERAL PURCHASE CONDITIONS

- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.
- 15.1.8 All delicate surfaces on equipment/ materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.
- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.
- In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.
- 15.1.12 Wherever required, equipment/ materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.
- 15.1.13 Pipes shall be packed as under:
- (a) Upto 50mm NB in wooden cases/ crates.
 - (b) Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
 - (c) Above 100mm NB in loose.

GENERAL PURCHASE CONDITIONS

Equipment Nomenclature :
 Net weight : Kgs.
 Gross weight : Kgs.
 Case No. : of Total cases:
 Dimensions :
 Import License No. :

NOTE:

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

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

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

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

16. DELIVERY:

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

17. UNLOADING AND STACKING:

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

18. TRANSIT INSURANCE:

Unless otherwise mentioned,

- 18.1. Transit Insurance shall be in the vendor's scope in the case of inland transportation of goods.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by 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 Limited, (with detailed address as given in Special Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

19. VALIDITY OF OFFER:

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

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:
 - 20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R destination contract.

In the case of imports, the contractual delivery date shall be considered from the date of Letter of Credit (L/C) or the date of L/C amendment because of Buyer's fault plus one

week (to take care of transit time for receipt of L/C) plus the delivery schedule as indicated by the vendors.

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

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

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

21. RISK PURCHASE CLAUSE:

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

22. FORCE MAJEURE

Circumstances leading to force majeure

(a) Act of terrorism;

(b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

- Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

23. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at **Mumbai**
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

24. INTEGRITY PACT (IP):

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

25. RECOVERY OF SUMS DUE:

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

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

27. PATENTS & ROYALTIES:

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

28. LIABILITY CLAUSE:

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

29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT :

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

(a) In the event of breach of any Applicable Law;

(b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or

(c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

(e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

30. COMPLIANCE OF REGULATIONS:

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

31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

32. 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.

33. NEW & UNUSED MATERIAL:

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

34. 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 L-1 Vendor at the time of evaluation of the price bid.

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

Notarized copy of all the pages of the EM-II certificate issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012.

Vendor's declaration on a duly notarized Rs.100 stamp paper stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.

35. CANCELLATION:

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

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

35.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

GENERAL PURCHASE CONDITIONS

- 35.2. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this-event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 20.3.1 as aforesaid.
- 36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:**
The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.
- 37. 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.
- 38. GOVERNING LAW:**
These General Purchase Conditions shall be governed by the Laws of India.
- 39. AMENDMENT:**
Any amendment to these General Purchase Conditions can be made only in writing and with the mutual consent of the parties to these conditions.
- 40. NOTICES:**
Any notices to be given hereunder by a Party to the other shall be in English and delivered by hand or sent by courier or facsimile to the other Party at the address or facsimile number stated below or such other address or number as may be notified by the relevant Party from time to time.
- 41. POLICY ON HOLIDAY LISTING:**
The guidelines and procedures for Holiday Listing are available separately in BPCL website and shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders. It can be accessed using the following link: <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf> .

42. ORDER OF PRECEDENCE FOR PURCHASES :

1. Purchase Order
2. Detailed letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Purchase Conditions (SPC)
7. Technical Specifications
8. Instructions to Bidders
9. General Purchase Conditions (in GPC)
10. Other Documents

Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

43. TERMINATION FOR CONVENIENCE:

The purchaser may, by written notice of 14 days sent to the seller, cancel the contract, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the purchaser’s convenience, the extent to which performance of work under the contract is cancelled and the date upon which such cancellation becomes effective.

The goods that are complete and ready for shipment within 30 days after the seller’s receipt of notice of cancellation shall be purchased by the purchaser at contract terms and prices. For the remaining goods, the purchaser may opt :-

- a. To have any portion completed and delivered at the contract terms and prices

and / or

- b. To cancel the remainder and pay to the seller an agreed amount for partially completed goods and materials and parts previously procured by the seller.

BPCL

VENDOR

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

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

To,
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

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

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

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

- (iii) The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor’s obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or

GENERAL PURCHASE CONDITIONS

indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

- (iv) This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- (vi) The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

Special Purchase Conditions

SPECIAL PURCHASE CONDITIONS (SPC):

Vendor/ bidder is required to comply with the special purchase conditions of the tender.

Following terms and conditions are Special purchase conditions and are applicable for this tender. These terms and conditions will supersede/override the corresponding terms and conditions of General Purchase Conditions (GPC) attached with this tender:

1. **Quantity:** Estimated quantities are as follows:

Sl. No.	Item Description	Qty. (Nos.)
1	MICRO FILTER , 4IN X 12IN	133
2	MICRO FILTER , 4IN X 19IN	1861
3	MICRO FILTER , 6IN X 14IN	161
4	MICRO FILTER , 6IN X 43.5IN	96
5	MICRO FILTER, 6IN X 29IN	316
Total		2567

6	COALESCER , 6IN X 14.5IN	1007
7	COALESCER , 6IN X 22IN	25
8	COALESCER , 6IN X 28IN	28
9	COALESCER , 6IN X 33IN	12
10	COALESCER , 6IN X 33IN SB	26
11	COALESCER , 6IN X 38IN SB	69
12	COALESCER , 6IN X 38IN TB	3
13	COALESCER , 6IN X 43IN	166
14	COALESCER , 6IN X 56.5 IN	21
Total		1357

15	SEPARATOR , 4IN X 36IN SEB	14
16	SEPARATOR , 6IN X 14.5IN	193
17	SEPARATOR , 6IN X 30IN	8

Special Purchase Conditions

18	SEPARATOR , 6IN X 33IN	8
19	SEPARATOR , 6IN X 36IN	34
20	SEPARATOR , 6IN X 38 IN	28
21	SEPARATOR, 6IN X 29IN	4
22	SEPARATOR, 6IN X 29IN SEB	2
23	SEPARATOR, 6IN X 30IN SEB	2
24	SEPERATOR , 6IN X 22IN	8
25	SEPARATOR, 6IN X 43.5IN	21
Total		322

BPCL shall enter into an ARC with the successful bidder/bidders. The quantities mentioned above are firm. We intend to take the quantities in one lot as per the call offs placed. However, BPCL reserves the right to increase any or all of the above quantities by 20% at the same rates, terms and conditions within the validity period of the contract.

Bidders to note that Item wise, location wise requirement has been uploaded in this tender as part of Special Purchase Condition to enable the bidders to calculate a single freight for an item per unit, which is common for all the locations.

For example - For the item “Micro Filter 4IN X 12IN” for which the requirement is 14 nos. for Bhavnagar, 112 nos. for Gwalior and 7 nos. for Tirupati locations, Bidder would have to quote a common freight per unit for this item which is common for all the 3 locations.

2. ACCEPTANCE OF BIDS BY THE CORPORATION:

a) Techno-commercial Bid

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

- i. Deviations from the specifications/purchase conditions notified by the bidder should be acceptable to BPCL.
- ii. Bidder should have uploaded Integrity Pact duly signed and witnessed.
- iii. Bidder should have accepted General Instructions for e-tendering

Special Purchase Conditions

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

3. **DELIVERY PERIOD:** The bidder has to quote the best delivery period.

4. **VALIDITY OF OFFER:**

The rates quoted against this tender shall be valid for a period of 120 Days from the date of opening of the tender.

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

There are three different category of material viz. Micro Filter, Coalescer and Separator. Under each category there are different sizes of material. Bidder has an option to submit the price quote for one or more line item (sizes) of material. **Price evaluation shall be done so as to discover L1 for each size of material.**

The job will be awarded to L1 bidder for each line item of material.

The Lowest Evaluated Bid for each size of material will be determined /established after considering Total cash out flow for each line item of material to BPCL taking into account the following elements.

- i) Basic Price (inclusive of Packing & Forwarding charges) - As quoted by the vendor.
- ii) GST – As quoted by the vendor
- iii) Freight - As quoted by the vendor by Road on Door Delivery Freight Paid basis upto the location/s.

Total Cash outflow (Rs.) for each line item of material would be calculated as:

[quoted Basic Price (Rs.) + quoted Freight (Rs.)] * [1+ quoted GST (%)]
--

Please note that evaluation will be done on lowest quote basis for each line item of material. Vendors' have an option to quote for one or more line item of material.

Special Purchase Conditions

6. POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

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

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

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) of 20%. The Policy shall be implemented in the following manner.

- a) In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- b) In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the Lowest bidder.
- c) In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+) 10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- d) In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.
- e) In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.

Special Purchase Conditions

- f) The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP - 2012) from MSE bidders and Purchase Preference Linked with Local Content (PP-LC 2017) shall be exercised as under:
- i) The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e. PP-LC 2017 or PPP-2012 and therefore, bidder will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, his offer would be evaluated considering PPP-2012 as the default chosen option.
- In case a MSE bidder opts for preference under PPP-2012, he shall not be eligible to claim benefit under PP-LC 2017 (irrespective of the fact whether he furnishes the detail of LC in his offer and this LC meets the stipulated LC criteria).
- ii) In case a MSE bidder opts for purchase preference based on PP-LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.
- g) In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
- h) While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under :
- MSE bidder (PPP-2012)
 - PP-LC complied bidder (PP - LC)

Examples of Purchase Preference**Non divisible item:**

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PPC-LC (within 10%)

Special Purchase Conditions

L3 bidder is MSE bidder (within 15%)

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

Divisible Item:

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

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

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

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

k) Certification of Local Content

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

At bidding stage

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

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

- Where the total quoted value is less than INR 5 Crore -

Special Purchase Conditions

The LC content shall be self assessed and certified by the authorized signatory of the bidder signing the bid.

- Where the total quoted value is INR 5 Crore or above -
 - i. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
 - ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm in case of a partnership firm.
 - iii. Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

Note:

1. Sample formats for calculation of LC are given below as Table 1.
2. LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost; factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same. However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.

After award of contract:

- Where the estimated value is less than INR 5 Crore:

The LC certificate shall be submitted along with each invoice duly self-certified by the authorized signatory of the bidder
- Estimated value is INR 5 Crore or above:

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

However, procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain the complete back up calculation before award of work

Special Purchase Conditions

failing which the bid shall be rejected and appropriate action may be initiated against the bidder.

Failure of bidder in complying with the local content post award:

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

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

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

Purchase Preference in case where Negotiation is also required:

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

LC of Goods

Table 1: CALCULATION OF LOCAL CONTENT - GOODS

Name of Manufacturer	Calculation of manufacturer Cost per ne unit of Product			
Cost Component	Cost (Domestic Component)	Cost (Imported Content)	Cost Total Rs./US\$	% Domestic Component
	a	b	c = a+b	d = a/c
I. Direct Material Cost				
II. Direct Labour Cost				
III. Factory Overhead				
IV. Total Production Cost				

Special Purchase Conditions**Note :**

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

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

7. TERMS OF PAYMENT

100% payment shall be made within 30 days from the date of receipt and acceptance of material at site on submission of Invoice, Packing list, LR and Performance Bank Guarantee directly to BPEC, Kharghar.

8. PERFORMANCE BANK GUARANTEES:

Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order. 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. The Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is given at the end of "General Purchase Condition" of this tender document. **PBG is to be submitted against the placement of LOA.**

9. GUARANTEE / WARRANTY:

Material should be guaranteed against manufacturing defects, workmanship and design for a period of 24 months from the date of dispatch. Any material found defective shall be replaced free of cost by you during warranty.

All bidders have to upload the documents on-line as per the list given in Annexure V - (General Instructions to bidders for e-tendering).

Special Purchase Conditions

10. SPECIAL CLAUSE FOR GST:

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

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

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

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

Special Purchase Conditions

All taxes mentioned in GPC are to be read as GST. In case of any error in taxes, then liability will rest on the bidder.

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

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

12. Pro-forma of the price bid form is as follows:

Basic Price, Freight and Tax Rate:

Bidders are required to quote average freight per unit price under the freight column in the Price bid.

Special Purchase Conditions

Item Short Description	Basic price, Freight and GST
Long description	MICRO FILTER , 4IN X 12IN
Location	Multiple locations
Quantity required	133 nos.
Unit of Measurement (UoM)	Number
Basic price in Rs. per UoM - A	To be quoted by the bidder <i>It is the basic price for the equipment (refer long description given above) and should be inclusive of basic cost as per specifications given in the tender and P&F charges)</i>
Basic price in Rs. per UoM (in words)	Defaulted by the system based on the quote fed in figures above.
Freight Charges (in Rs. per UoM up to location)- B	To be quoted by the bidder
Freight Charges in Rs. per UoM (in words)	Defaulted by the system based on the quote fed in figures above.
Total C : (A+B) = Basic+Frft	Calculated by the system based on the quote fed in figures above.
% of GST per UoM	To be quoted by the bidder
D= GST Amount per UoM	Calculated by the system based on the quote fed in figures above.
Total price per UoM (E) = C+D = Basic + Frft + GST	Calculated by the system based on the quote fed in figures above.
Total amount (F) = Qty X E (Basic + Frft + GST)	Calculated by the system based on the quote fed in figures above.

Special Purchase Conditions

Credential Bid Format:

Delivery period (no. Of days from the placement of Order)	
HSN Code	
GSTN Code	
% GST	
Billing address (It should be same as location from where material are being dispatched)	
Pls. confirm address from where the material will be dispatched.	
All taxes mentioned in GPC are to be read as GST. In case of any error in taxes, then liability will rest on the bidder.	YES
You must quote the Basic rates inclusive of Packing & Forwarding charges basis.	I Agree

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 Micro Filter, Coalescer and Separators aggregating to 4246 nos."**. 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 Organization "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



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.

(e) The Bidder/Supplier/Contractor shall make sure that the terms of this integrity Pact are also adopted by its sub-contractors, sub-sub-contractors etc, if any and submit such adoption confirmation proof to the Principal.

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 have 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 undertake 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:

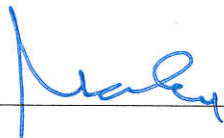
If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal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

Section-8 Independent External Monitors:

1. The CVC 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.
5. If any Bidder/Contractor/Supplier entering into Integrity Pact, aggrieved by any decision/action of the Principal, shall approach the IEMs and await their decision before pursuing any other remedy available to him in law.

-----
For the PrincipalPlace MumbaiDate 10th Oct 2018-----
For the Bidder/Contractor/
SupplierWitness 1 :
(Signature/Name/Address)Witness 2 :
(Signature/Name/Address)

General Instructions to vendors for e-tendering

1. Tender document with detailed terms and conditions is available on our corporate website www.bharatpetroleum.in or the CPP portal (<http://eprocure.gov.in>). Interested parties may download the same and participate in the tender as per the instructions given therein, on or before the due date of the tender. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>.
2. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** 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 vendor.**

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

3. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Bidders are requested to carefully study all the documents/annexures and understand the conditions, specifications etc. before submitting the tender and quoting the rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
4. Corrigendum/amendment, if any, shall be notified on the site <https://bpclproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Singular and Plural: In these tender documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/registered as associations/ body of individual/ firm or partnership.
6. Techno-commercial bid consisting of all the attached tender documents and Price bid shall form the part of the tender. **Both the techno-commercial bid and the price bid will be online only.**

General Instructions to vendors for e-Tendering**7. Bidder to Obtain His Own Information:**

The bidder in fixing rate shall for all purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The bidder shall be deemed to have examined the tender Documents, to have generally obtained his own information in all matters whatsoever that might affect the execution of the job at the quoted/negotiated rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there from shall not vitiate the contract or release the bidder from executing the work comprised in the contract according to the Specifications at the quote/negotiated rates. He is deemed to have known the scope, nature and magnitude of the job and the requirements of materials and labour involved etc. and as to what all works he has to complete in accordance with the contract documents whatever be the defects, omissions or errors that may be found in the Contract Documents.

Any neglect or failure on the part of the bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risk or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

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

8. BID SECURITY

- a) Bidders are not required to submit any bid security.
- b) However, bidder is liable to be put on a holiday list as per the details mentioned in General Purchase Conditions - Annexure II.

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

10. Vendors are required to complete the following process online on or before the due date of closing of the tender:

A. Techno-Commercial bid

- i Accept the contents of the following annexures barring deviations notified, by selecting the appropriate option in the forms provided for this purpose:

General Instructions to vendors for e-Tendering

- a) Technical Specification - Annexure - I
 - b) General Purchase Conditions - Annexure – II
 - c) Special Purchase Conditions - Anneuxre -III
- ii Notify the deviations from the specifications/purchase conditions listed in the annexures mentioned above, in the forms provided for this purpose.
- iii Accept the contents of the following annexures in toto by selecting the appropriate option in the forms provided for this purpose:
- a) General Instructions to vendors for e-tendering - Annexure V
- iv Proforma of **Integrity Pact** (IP) has been uploaded as **Annexure IV** of tender documents. Tenderer shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by tenderer along with other bid documents.
- v Kindly fill in your comments-information in the Credential bid form.
- vi Upload the following documents:
- a) Integrity pact duly signed/stamped and witnessed.
 - b) Self-attested copy of all the pages of EM-II certificate issued by any authority mentioned in the Public Procurement policy of MSEs-2012 or copy of Udyog Aadhaar Memorandum (UAM) [if applicable]
 - c) Self-attested copy of the certificate stating that MSEs is owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs [if applicable]
 - d) Letter from OEM that the vendor is their authorized dealer/trader in India.
 - e) Any other document (viz. GA drawing, brochure etc.)
 - f) Documents related to providing Purchase Preference linked with Local Content (PP-LC), if applicable. For details refer para 6 of Special Purchase Conditions.

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

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

B. Price bid

Online fill in the quotes in the price bid form.

General Instructions to vendors for e-Tendering

11. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
12. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Vendors are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the vendor intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (iv) Once the entire process of submission of online bid is complete, the vendors are required to go to option 'own bid view' through dashboard and take the print of the envelope receipt as a proof of submitted bid.
 - (v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vi) No manual bids/offers along with electronic bids/offers shall be permitted.
13. Once the price bids are opened, vendors can see the rates quoted by all the participating bidders by logging on to the portal under their user ID and password and clicking on "Other Bids" view.
14. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid

General Instructions to vendors for e-Tendering

becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.

15. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.
16. Incomplete bids or bids received with deviations/subjective or counter conditions/quantity restrictions are liable to be rejected. No further correspondence/enquiries raised on this issue by the bidder shall be entertained. Any terms and conditions stated by the Bidder in his bid will not be binding on the Corporation.
17. Bids submitted after the due date and time and those not in the format or not in conformity with the prescribed terms and conditions or specifications shall be summarily rejected and no further correspondence/ enquiries shall be entertained on the issue. No responsibility shall be taken by the Corporation and no claims on this account shall be entertained.
18. Unsolicited / conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.
19. The **bid submitted** against this tender shall be **valid for a period of 120 days** from the date of opening of the tender. The bidder shall not be entitled during the said period of 120 days, without the consent in writing of the Corporation, to revoke, or cancel his bid or vary the bid given or any term thereof. In case of bidder revoking or cancelling his tender, varying any terms in regard thereof without the consent of Corporation in writing, appropriate penal action will be taken by BPCL as deemed fit including putting the bidder on 'Holiday list'/'Delist' that would bar the bidder from participating in future tenders for an appropriate period from the date of revocation/cancellation/ varying the terms.
20. The Corporation reserves the right to reject any and/or every tender without assigning any reason whatsoever and/or place order on one or more bidders and/ or carry out negotiations with any bidder in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any un-workable offer.

General Instructions to vendors for e-Tendering

21. Corporation reserves its right to allow Public Sector Enterprises (Central/ State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Bidder at the time of evaluation of the price bid.
22. Bidders may have to attend the concerned office of the Corporation for clarifications and/or pre-bid meeting and/or negotiations/clarifications if required at their own cost, in respect of their bids without any commitment from the Corporation
23. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
24. In case of any clarification pertaining to e-procurement process, the bidder may contact the following agencies / personnel:
1. For system related issues :
 - a. M/s. E-Procurement Technologies Ltd at contact no. Tel: +91 79 4001 6816 | 6848 | 6844 | 6868) followed with a e-mail to support@bpcleproc.in
 - b. Procurement Manager of M/s. BPCL at contact no. +91-22-24176415 with an e-mail to ID sharmaam@bharatpetroleum.in
 2. For tender related queries:
 - a. Mr. A M Sharma of BPCL at contact no. +91-22-24176415/24176423 followed with an email to ID sharmaam@bharatpetroleum.in
 - b. Mr. Maneesh Patney of BPCL at contact no. +91-22-24176417 followed with an email to ID Patneym@bharatpetroleum.in

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