

**BHARAT PETROLEUM CORPORATION LIMITED
CENTRAL PROCUREMENT ORGANISATION (MKTG)
A-INSTALLATION, SEWREE-FORT ROAD
SEWREE (EAST), MUMBAI-400015**



**TENDER FOR MANUFACTURING & SUPPLY
OF
MILD STEEL UNDER GROUND TANKS WITH FITTINGS
FOR
BPCL RETAIL OUTLETS ALL OVER INDIA**

Tender No.: CRFQ-1000259386

(E-Tender System No:14102)

Due Date: 19.07.2016 at 15:00 Hours IST

INVITATION OF TECHNO-COMMERCIAL BID AND PRICE BID

SUBJECT: TENDER FOR SUPPLY OF APPROXIMATELY 2332 NOS. MILD STEEL UNDER GROUND TANK (U/G TANK) OF VARIOUS CAPACITIES (I.E. 10-KL/ 15-KL/ 20-KL & 45-KL) FOR THE PERIOD OF 12-MONTHS FROM THE DATE OF ISSUE OF ANNUAL RATE CONTRACT.

1. Bharat Petroleum Corporation Limited is a Fortune 500 Navratna PSU engaged in manufacturing and Marketing of diverse range of Petroleum Products.
2. Bharat Petroleum Corporation Ltd (BPCL) would like to procure **approximately 2332 Nos. under Ground Tank (UG Tank) of various capacities (i.e. 10-KL/ 15-KL/ 20-KL & 45-KL)** for their Retail Outlets, Depots and customer premises all over India on **Annual Rate Contract** basis. BPCL is looking for short listing of Vendors with their own manufacturing base backed by sound technical infrastructure & financial capabilities.
3. This is an e-tender. Please visit the website <https://bpclproc.in> for participating in this tender process and submitting your Techno-commercial and Price bids online.
4. The attached tender document consists of the following.

PART A: TECHNO-COMMERCIAL BID (OTHER THAN PRICE BID):

- | | |
|---|-----------------|
| (a) Bid-Qualification Criteria | (Annexure-I) |
| (b) General Purchase Conditions | (Annexure-II) |
| (c) Special Purchase Conditions | (Annexure-III) |
| (d) Technical Specifications | (Annexure-IV) |
| (e) Scope of Inspection & TPIA Inspection Checklist | (Annexure-V) |
| (f) Performa of Integrity Pact | (Annexure-VI) |
| (g) Territory Location Details | (Annexure-VII) |
| (h) Instructions to bidders for E-Tendering | (Annexure-VIII) |

Information pertaining to Techno-Commercial & other details, and Relationship with Directors shall have to be submitted online.

The Vendors shall also be in a position to produce further information as and when required by BPCL.

BPCL, at its discretion reserves the right to verify/ re-verify the information submitted and inspect the manufacturer facilities to confirm the data submitted /capabilities.

PART B: PRICE BID: Vendors have to submit Price Bids online.

5. Vendors have to quote for all the required items and shall offer 100% quantity against all the required quantities otherwise their bids will not be considered for further evaluation against this tender.
6. Tenderers shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the Performa mentioned in point (4f) above.
7. All the tender documents and Annexures, Techno-commercial details & Other Details, and Price Bids shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory. The authorized signatory shall be:
 - a) Proprietor in case of proprietary concern.
 - b) Authorized partner in case of partnership firm.
 - c) Director, in case of a limited company, duly authorized by its board of directors to sign.

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

8. 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 by the bidder.

9. **MICRO OR SMALL ENTERPRISE VENDOR (MSE):**

A. Allocation to MSE:

In case a bidder registered as MSE quotes within price band of L-1+15 percent, such MSE shall also be allowed to supply a portion of the requirement by bringing down their price to L-1 price where L-1 price is from someone other than a Micro and Small Enterprise. Such MSE shall be allowed to supply 20% of total tendered value.

In case of more than one such MSE qualify as above, the supply up-to 20% shall be shared proportionately. Further, if L-1 happens to be an MSE, the entire quantity (100%) shall be awarded to the MSE vendor without any share to other MSE vendors.

B. Criteria for qualification of Micro or Small Enterprise Vendor:

(i) Public Procurement Policy applies to Micro and Small Enterprises (MSE) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

(ii) INDEMNITY BY MSE: The bidder will have to offer and supply the entire tendered quantity from the PLANT having MSE Certification and also Indemnify BPCL in this regard on a Rs. 100 Stamp Paper. The Original Indemnity Bond needs to be furnished to BPCL at the time of award of contract.

In order to qualify as MSE, bidder has to submit/ upload following document(s) in support their claim In Techno-commercial Details:

(a) MSE Registration document i.e. Entrepreneurs Memorandum-II (Micro & Small) with any one of the authorities mentioned in point (i) above.

(b) Indemnity Bond on Rs. 100 Stamp Paper stating that they shall offer and supply the entire tender quantity from the plant (situated at ----- Plant Address -----) having above mentioned **MSE** Certification i.e. Enterprise Memorandum II (Micro & Small)

(c) The certificate (in English) from Practicing Chartered Accountant **or** from one of the BPCL approved TPIA (Lloyds Register Industrial Service Ltd/ DNV/ IRS/ EIL/ UL/ Bureau Veritas/ TATA PROJECTS/ SGS India Pvt Ltd/ PDIL/ Intertek Testing Service India Pvt Ltd/ Rites Ltd/ Mecon Engineers/ GLISPL) **or** Certificate from Practicing Chartered Accountant, listing the documents checked / verified (as mentioned in point (a) & (b) above) and confirming qualification of this criteria.

Please note that MSE (Micro & Small Enterprises) Registration / Memorandum are Plant Specific; therefore CA / TPIA needs to certify qualification of MSE Criteria for the plant from where the party / vendor intends to supply the tendered material.

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

EMD of Rs. 10,00,000.00 (Ten Lacs) is required to be submitted if applicable in physical form (by the way of crossed A/c Payee demand draft drawn on any Nationalised or scheduled bank in favour of **M/s. Bharat Petroleum Corporation Limited** and payable at **Mumbai**) at our office in a sealed cover addressed to Procurement Leader (Group-4), with the following boldly super-scribed on the outer cover

- CRFQ number
- Item

- Due Date/ Time
- Name of the Tenderer

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

**Bharat Petroleum Corporation Limited (Mktg.)
Central Procurement Organization (CPO),
A-Installation, Sewree Fort Road,
Sewree, Mumbai-400015**

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

Bid received without the EMD is liable to be rejected.

EXEMPTION FROM EARNEST MONEY DEPOSIT (EMD):

Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of EMD.

Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit.

11. Pre-bid meeting for the tender will be held on **29.06.2016** commencing at **15:00** Hours IST at the following address:

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

12. Your bid should be submitted online on or before the due date **as given in the tender.**
13. The Vendors who are already enlisted and doing similar jobs with BPCL also need to bid against this tender.
14. The vendors who are currently on Holiday List of any OMCs i.e. BPCL, IOCL, HPCL will not be considered.
15. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.
16. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
17. BPCL reserves the right to change the quantity (increase/ decrease) tendered.
18. BPCL(s) decision on any matter regarding short listing of Vendors shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.
19. BPCL reserves the right to accept/ reject any or all the Bids at their sole discretion without assigning any reason thereof including incomplete information, past performance with other companies etc.,
20. BPCL will evaluate the proposal based on the data/ documents provided by vendor and data/ information available with BPCL.

21. Forming Cartel and quoting rates in groups would disqualify the supplier.
22. A bid submitted after the due date, time and not in a prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/ or other documents to be uploaded online. No claims on this account shall be entertained.
23. Based on the information and documents submitted, the parties who are found to be techno-commercially eligible shall qualify for the next round of the tender .i.e. price bid opening. They would also become registered vendors for all limited tenders for supply of MS Underground tanks.
24. For clarifications, if any, please feel free to contact the undersigned on any working day between 10:00 am to 4:00 pm.

Thanking you,

Yours faithfully,

For Bharat Petroleum Corporation Limited

Anil Ahir
Procurement Leader (Group-IV)

ANNEXURE-I: BID-QUALIFICATION CRITERIA

A. ESTABLISHED MANUFACTURER OR FABRICATOR:

The Vendor should be a manufacturer of Steel Tank or a Steel Structural fabricator and not a trader or agent of manufacturer.

- **Document required:**

- A. Vendor has to upload Central Excise Registration for manufacturer of storage tanks or items of structural steel (or) Factory license (or) ISO Certificate.
- B. A certificate from approved TPIA (LRIS/ DNV/ IRS/ EIL / UL/ Tata Projects/ SGS/ PDIL/ ITSIPL/ MECON/ GLISPL/ ICSPL/BVIS) verifying the above documents and confirming manufacturer or fabricator status of tanks or structural steel items. (All charges of the third party Inspection Agency for attestations and verification shall be borne by the Vendors.)

B. SUPPLYING CAPACITY:

The vendor should have fabricated at least 54-Nos. Steel Tanks of capacity greater than or equal to 10-KL (including supply of Steel) **or** fabricated 360 MT or more of Structural Steel (including supply of steel) during any continuous 12 months period in the last 3 years from the due date of bid submission ,from the works from where they intend to supply tanks against this tender.

The quantity delivery criteria i.e. "No. of Tanks and fabrication of Structural Steel" should be from Vendor's same manufacturing location from which Vendor proposes to supply against this Tender.

- **Document required:**

- A. List of invoices of any continuous 12 months period issued by the bidder in the last 3 years from the due date of bid submission, totaling to at least 54 nos steel tanks of capacity greater than or equal to 10KL (including supply of Steel) or fabricated 360 MT or more of Structural Steel (including supply of steel). Information should be provided in the following format:

Sr.	Invoice No.	Invoice date	Quantity supplied (nos.)	Sold-to-party	Purchase order no. issued by the buyer

- B. A certificate from Statutory Auditor (**OR**) approved TPIA (LRIS/ DNV/ IRS/ EIL / UL/ Tata Projects/ SGS/ PDIL/ ITSIPL/ MECON/ GLISPL/ ICSPL) verifying invoices and list of invoices of any continuous 12 months period in the last 3 years from the due date of bid submission.

(If required, BPCL reserves right to ask for invoices, purchase orders (POs) to verify the above)

C. FINANCIAL CAPACITY:

The Vendor should have achieved a minimum average annual financial turnover of Rs.0.88 Crore as per Audited Balance sheet and Profit and loss accounts in the last three consecutive financial years. (i.e. 2012-13, 2013-14 and 2014-15).

- **Document required:**

- A. Audited Balance sheet & P/L statements duly certified by Statutory Auditors for the last three consecutive financial years 2012-13, 2013-14 and 2014-15.
- B. **Net worth:** Vendor's net worth as per the latest audited Balance sheet should be positive.

D. PAST PERFORMANCE :

Vendors, who are on holiday list by BPCL or any other Oil sector PSU i.e IOCL and HPCL, will not be considered.

Documents Required:

A Declaration by vendor indicating that they are not on holiday list by BPCL, IOCL and HPCL as on due date of bid submission, anywhere in the country.

ANNEXURE-II: GENERAL PURCHASE CONDITIONS

BHARAT PETROLEUM CORPORATION LIMITED

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

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BHARAT PETROLEUM CORPORATION LIMITED

GENERAL PURCHASE CONDITIONS

1. DEFINITIONS:

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

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

2. REFERENCE FOR DOCUMENTATION:

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

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

4. LANGUAGE:

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

5. PRICE:

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

6. TAXES AND DUTIES:

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

6.1. EXCISE DUTY:

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

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

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

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

6.2. SALES TAX / VAT/GST:

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

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

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

Name, address and registration number of the service provider

Name and address of person receiving taxable service

Description, classification and value of taxable service provided

Service Tax Payable

6.4 FREIGHT AND OCTROI:

6.4.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.

6.4.2. Octroi and entry taxes, if any, shall be invoiced separately and shall be reimbursed by BPCL at actual after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

6.5. NEW STATUTORY LEVIES:

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

6.6 Variation in Taxes/ Duties

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

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

8. SHIPPING:

- 8.1 SEA SHIPMENT: All shipment of materials shall be made by first class direct vessels, through the chartering wing, Ministry of Surface Transport as per procedure detailed hereunder. The Foreign Supplier shall arrange with Vessels Owners or Forwarding Agents for proper storage of the entire Cargo intended for the project in

a specific manner so as to facilitate and to avoid any over carriage at the port of discharge. All shipment shall be under deck unless carriage on deck is unavoidable.

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

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

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Government of India

Consignee: Bharat Petroleum Corporation Ltd.

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

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

Documents

BPCL (Mumbai)

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

9. INDIAN AGENT COMMISSION:

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

10. ORDER AWARD / EVALUATION CRITERIA:

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

11. CONFIRMATION OF ORDER:

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

12. PAYMENT TERMS:

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

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

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

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

13. GUARANTEE/ WARRANTY:

13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The

above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.

- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace/ repair the material at BPCL(s) concerned location at vendor(s) risk and cost on due notice.
- 13.3. In case, vendor does not replace/ repair the material on due notice, rejected material will be sent to the vendor on **Freight to Pay** basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on **Freight Paid** basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor(s) risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEE:

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

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

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

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

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

- 14.2. If Vendor wants to submit the PBG at Contract level to avoid multiple number of PBG (i.e. PBG issued against every purchase/call off order) then the validity of PBG will be calculated as mentioned below:
 - 14.2.1. Validity of PBG = Rate Contract Issue Date (Start Date of Rate Contract) + Rate Contract Period (validity of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee period + 6 month (for invocation / Claim).

15. PACKING & MARKING:

15.1 PACKING:

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

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

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

- 15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.
- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words **HANDLE WITH CARE GLASS FRAGILE, DONOT ROLL THIS END UP. THIS END DOWN**, to be indicated by arrow.
- 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.
- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

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

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

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

- 15.1.12 wherever required, equipment/ materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.

15.1.13 Pipes shall be packed as under:

- a. Upto 50mm NB in wooden cases/ crates.
- b. Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
- c. Above 100mm NB in loose.

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

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

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

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

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

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

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

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

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

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

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

15.3 Imported items: On three sides of the packages, the following marks shall appear, clearly visible, with indelible paint and on Vendor(s) care and expenses.

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

From :

To : Bharat Petroleum Corpn.Ltd.

(With detailed address as given in Special Purchase Conditions)

Order no. Rev. no.
Item :

Equipment Nomenclature:

Net weight : Kgs.

Gross weight: Kgs.

Case No. of Total cases:

Dimensions :

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

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

16. DELIVERY:

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

17. UNLOADING AND STACKING:

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

18. TRANSIT INSURANCE:

Unless otherwise mentioned,

- 18.1. Transit Insurance shall be covered by the Vendor.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner(s) marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier(s) responsibility is fully retained on the Carriers so that the consignee(s) interests are fully secured and are in no way jeopardized.
- 18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor(s) risk.

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

19 VALIDITY OF OFFER:

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

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

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

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

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

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

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

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

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

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

21. RISK PURCHASE CLAUSE:

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

22. FORCE MAJEURE CLAUSE:

(A) Definition:

The term **Force Majeure** means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and

circumstances are not within the vendor(s) reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:

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

(B) Notice and Reporting:

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

(C) Mitigation Responsibility:

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

(D) Consequences of Force Majeure:

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

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

(E) Force Majeure Events Exceeding 60-Days

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

23. ARBITRATION CLAUSE:

- 23.1. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director (Marketing) / Director (HR) / Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.
- 23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.
- 23.4. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.
- 23.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- 23.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone.

24. INTEGRITY PACT (IP):

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

25. RECOVERY OF SUMS DUE:

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

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

27. PATENTS & ROYALTIES:

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

28. LIABILITY CLAUSE:

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

29. COMPLIANCE OF REGULATIONS:

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

30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

31. NON-WAIVER:

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

32. NEW & UNUSED MATERIAL:

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

33. PURCHASE PREFERENCE CLAUSE:

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

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

34. CANCELLATION:

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

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

34.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

36. ASSIGNMENT:

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

37. GOVERNING LAW:

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

38. AMENDMENT:

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

39. SPECIAL PURCHASE CONDITIONS:

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

40. NOTICES:

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

41. POLICY ON HOLIDAY LISTING:

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

BPCL

Vendor

ANNEXURE-III: SPECIAL PURCHASE CONDITIONS

1. This is a two part bid E-Tender consist of **Part-I** -Bid Qualification + Techno-Commercial Bid and **Part-II**-Price Bid. Please note that time is the essence of the Annual Rate Contract and therefore bidders are requested to quote as realistic as possible considering present and future commitments.
2. Since requirements are estimates and not actual demand, BPCL reserves the right to procure 20% additional quantity over and above the Tendered quantity under the same terms and conditions, either during the contract validity period or by extending contract validity period further up to six months. If the total quantity of the contract is not consumed at the end of the contract validity then BPCL reserves the right to extend the contract validity further up to six months.

For procurement beyond 20% additional quantity under the same terms and conditions within the contract validity period or by extending contract validity period, mutual consent of BPCL and concerned vendor will be necessary. Please note that quantity depicted above is only likely indication of our requirement.

3. Vendors can submit deviation if any in the deviation section provided in the tender with proper justification.
4. **Validity of the offer:** offer should remain valid for at least **120-days** from the due date.
5. Prices will remain firm till the entire execution of order.
6. **Lower Limit for Order Allocation:** An offer for less than 15-Tanks per month would be summarily rejected. (A 45-KL tank would be equated to 3-Tanks of sizes 10-KL/ 15-KL or 20-KL).
7. **Upper Limit for Order Allocation:** No vendor would be allocated more than 100-Tanks per month. (A 45-KL tank would be equated to 3-Tanks of sizes 10-KL/ 15-KL or 20-KL)
8. All fabricator(s) should quote realistic production capacity per month considering all commitments made by them to other companies.
9. Vendors are requested to go through the complete technical specifications for fabrication of MS U/G Tanks and confirm the acceptance of technical specifications. **No deviations will be accepted** on technical grounds and BPCL reserves the right to disqualify a fabricator who does not accept the technical specifications given in the tender.
10. Total estimated quantity for the Annual requirement is 2332 Nos. UG Tanks of various capacity such as 10-KL/ 15-KL/ 20-KL/ 45-KL and BPCL reserves the right to allocate the quantity of Tanks in the Annual Rate Contract based on the committed production capacity of the Vendors and the requirement of tanks at the territory locations. Quantity in the tender is indicative the actual requirement will depend upon the requirement from Locations.
11. For the purpose of bid evaluation the requirement of total nos. of **10-KL/ 15-KL/ 20-KL/ 45-KL** tanks at any territory location would be treated as one lot and the vendor would be selected for a lot and **require to quote for all the items in all territory location** to arrive the lot basis evaluation. This is subject to the capacity offered by the vendor.
12. All Vendors must quote for all territory locations, all sizes and must be ready to supply to anywhere in India and freight rate must be quoted accordingly considering the same.
13. Lump sum freight rates (inclusive of Service Tax) to be quoted for each territory location wise, for different capacities of tanks as per the given price bid form. The quoted lump sum rate would be considered as the total transportation cost. Freight charges quoted for a particular territory would be applicable for the delivery of tanks in all districts mentioned in the same territory.
14. **Government Duties & Taxes - The vendor is advised to quote Ex-works price & clearly indicating Basic Price per unit (including Packing & Forwarding charges and Loading charges) and separate Third Party Inspection Charges (TPI) charges in the price bid. All other delivery cost taxes and duties i.e. Excise Duty, Sales Tax**

(CST/VAT) and any other Govt. Duty/ Tax etc., as applicable should be shown in the price bid of the tender along with. Octroi/ Entry tax, if applicable, would be reimbursed at actual on documentary proof.

15. C-form or any other sales tax concessional form of sales tax shall not be issued for the supply of tanks. Therefore Full rate of Sales Tax (if applicable) should be taken into consideration while quoting.
16. Amount (if any) reimbursable towards Service tax to vendors is subject to Reverse Charge Mechanism as per Service Tax Act.
17. Stage-wise inspection will be carried out by TPIA as per attached scope of inspection for 100% of order quantities.
18. The quoted rates should be firm for the entire contractual period and no escalation other than Steel Plate and diesel price will be entertained on any Ground at any stage. Escalation clause for Steel plate and diesel are separately mentioned.
19. A vendor must deliver **a tank within 20-days at the destination site** (including transportation time) from the date of dispatch advise from warehouse or from the date of receipt of way bills (road permits) whichever is later.
20. BPCL would provide the required Road Permits/ Way bills for dispatch of U/G Tanks
21. **Order Allocation Approach:**
 - i) Orders shall be allocated using Linear programming model (LP) such that the overall delivered cost to BPCL (including cost of tank, TPI, freight, Unloading, taxes and duties etc) considering the requirements of all the Territory points together is minimum. While doing this optimization, it would be ensured that demand for every territory point is met and vendor(s) offered capacity is factored in.
 - ii) Orders allocated on all the Micro and Small Enterprise (MSE) as per above procedure shall be aggregated. In case this amount is less than 20% of the total cash outflow as determined in sub clause (22-i) then purchase preference shall be given to MSE units in line with clause 33 of annexure-II (GPC).

Tax set-off benefit: Input Tax Credit (ITC) for within state supplies, as available to BPCL will be considered as specified below:

- **Maharashtra: full set-off on supplies received from Maharashtra vendors.**
- **Madhya Pradesh: full set-off on supplies received from Madhya Pradesh vendors.**

Conditions for a valid Tax Invoice for claiming Vat Set off are given below:

- i. The words Tax Invoice in bold letters either at the top or at a prominent place
- ii. A serial number
- iii. The date of the transaction/sale/issue
- iv. Description of the goods
- v. The quantity or number of goods involved in the transaction
- vi. The price of the goods
- vii. The amount of VAT charged on the goods (this must be shown separately)
- viii. A declaration certificate

The location from where the supplies shall be made (City and state) may be specified, to determine the applicability of tax structure.

Quantities for Mumbai and Maharashtra are as given in the tender. Quantities of Maharashtra and MP will be considered for VAT Set-off as explained above i.e. if vendor is a manufacturer in Maharashtra/MP and supplying Tanks in Maharashtra/MP, they are entitled for 100% VAT set-off as per Sales Tax rules of both the states.

22. In case BPCL has any additional requirement of tanks over and above this tender during the next one year, only commercial and priced bids would be solicited from all those vendors who have qualified the technical evaluation of this tender.
23. The conversion factors between tank capacity and weight of steel shall be as per the following table only, for the purpose of considering escalation in steel prices.

<u>Tank Capacity</u>	<u>Weight including all Tank and all fittings.</u>
10-KL	1.941-MT / Tank
15-KL	2.411-MT / Tank
20-KL	2.764-MT / Tank
45-KL	5.200-MT / Tank

24. The supply shall be made only against Purchase Orders/ Call-Offs/STOs placed by concerned officer from time to time against the Rate Contract depending upon the requirement, during the contractual period.
25. In all cases unloading of tanks at site is in the scope of vendor. All 45-KL Tanks should be unloaded with help of crane compulsorily. Vendor shall be paid for this job at the firm rates (Inclusive of Service Tax) as quoted in the price bid.
26. **Bid Security cum Performance Guarantee:**
 Successful vendors shall guarantee the work done for manufacturing of U/G Tanks with fittings against defective materials, poor workmanship, improper design and failure from normal usage, for a period of 18-months from the date of supply or 12-months from the date of commission of tank, whichever is earlier. Successful vendors are required to deposit **Bid Security cum Performance Guarantee** either by a **Demand Draft** from any Nationalized Bank in favour of **Bharat Petroleum Corporation Limited** payable at **Mumbai** or **Bank Guarantee** as per BPCL format (for a guarantee period of 18-months with revocable period of six month i.e. total for 24-months) along with the acceptance of Annual rate contract within 10-days. Contract will be valid and call off purchase order will be issued only after receiving the Demand Draft/ Bank Guarantee. In case of DD the deposit may be retained for a period of maximum 24-months to cover the liability of entire contract period.
Vendor will have to submit a Bid security cum performance guarantee as per following slabs.
- a) **Guarantee Amount:** quantity allocation in contract **up to 150** Nos. of Tanks of all sizes (10-KL/ 15-KL/ 20-KL/ 45-KL) would be **Rs. 10-Lacs.**
- b) **Guarantee Amount:** quantity allocation in contract **more than 150** Nos. of Tanks of all sizes (**10-KL/ 15-KL/ 20-KL/ 45-KL**) would be **Rs. 20-Lacs.**
27. **Earnest Money Deposit:** EMD is required to be deposited physically to BPCL office before opening of the Technical bids and vendor has to ensure that EMD has been handed over to BPCL before opening of the bids as the bid opening will be online through E-tender. Price bid of the concerned vendors will not be opened in case EMD is not received before due date and time of the bid opening. **For details clause of EMD, please refer general terms and conditions and be guided accordingly.**

(2) INSPECTION OF TANKS:

- Vendor should have all the facilities to carry out stage wise inspection and Hydro test of UG tanks and has to carry out the stage wise inspection for 100% tank as per attached scope of inspection.
- All the inspection reports date wise are required to be recorded, signed by authorized technical representative of the vendor and verified by TPIA.
- Tank fabrication to be completed as per attached drawing, P.O. specification and IS code 10987 as applicable. No deviation is allowed unless written approvals are obtained from the concerned BPCL authority.
- TPIA inspection of tanks shall be as per QAP format attached and the inspection report is to be attached with the each invoice.
- For 100% tank, Inspection will be carried out by approved TPI agency. However Arranging Inspection will be entirely the responsibility of Vendor / fabricator. Each inspection report must carry the name of TPIA Inspector, Designation, telephone number, with their TPIA organisation name and address. (BPCL approved TPI agencies are LRIS/ IRS/ DNV/ EIL/ PDIL/ TATA PROJECTS / ITSIPL/ SGS/ ICSPL/GLISPL/BVIS).

- For all tanks supplied, the vendor must submit a self certification along with material test certificate, stage wise factory inspection and hydro test reports. (Guarantee certificate is to be issued by the vendor along with each dispatch against defective materials, poor workmanship, improper design and failure from normal usage).
- In case of any manufacturing defect / leakage observed at site, the same to be rectified by the vendor at BPCL site at their own cost.
- BPCL reserves the right to check, inspect and verify the manufacturing of tank at any stage of manufacturing at vendor(s) works.
- In case the BPCL representative inspects the tank and same is not inspected by TPI agency, then no TPI charges will be paid to the vendor.

(3) ESCALATION/ DE-ESCALATION CLAUSE FOR COST OF TANKS (STEEL COST):

The Corporation (BPCL) shall obtain the ex-works price of the fabricated tank excluding the taxes and duties in the price bid from the tank fabricator. BPCL shall obtain the steel prices published by “SteelGuru” ex Mumbai of 12-20mm thick IS 2062 GrB. BPCL will consider an appropriate increase/decrease in the prices of supply of finished tanks during the contractual period in the event of increase/decrease in these listed prices of steel plate from steel guru.

- a) The basic price payable per tank in a particular month shall be calculated by adding escalation (or subtracting de-escalation, as the case may be) for that particular month to the quoted/negotiated basic price.
- b) Price escalation/de-escalation as calculated below, shall be administered only if it is more than Rs 1000 per MT (considering the variation in steel) as compared to the month it was last given. Otherwise the previous revised rates would continue to hold.
- c) Price escalation/de-escalation in the basic price shall be calculated as per the formula given below on a monthly basis:

$$EM = (X - Y) \times \text{Weight of the U/G tank}$$

Where EM is escalation/de-escalation payable per tank in a particular month (Rs.)/MT.

X is the average of ALL the “Price of Plates at Mumbai in INR/Tonne EXW of origin India” published by “SteelGuru” during the month previous to the particular month for which escalation/de-escalation is being determined.

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

Initially, Y – Rs.30,599 per MT (it is the average of “AvgPrice of **12-20mm thick IS 2062 GrB**_at Mumbai in INR/Tonne EXW of origin India” published by “SteelGuru” during the month of **June 2016** till the tender floating date.

For e.g :- in this tender, if the contract is awarded in the month of October, then escalation or de-escalation **For 10kl tank** will be calculated as follows:

$$EM = (\text{Avg of September month} - 30599) \times \text{Weight of the U/G tank}$$

[If the Avg price of September is Rs. 32000/- then calculation would be]

$$EM = (32000 - 30599) \times 1.941 = \text{Rs. } 2719.34/-$$

As the differential amount of X & Y in the above example is more than Rs. 1000/-, it will be considered for escalation. Therefore escalated cost of 2719.34 will be added to the ex-works price of tanks.

It may be noted that evaluation will be done on the rates quoted in the price bid. However, at the time of award of contract, first escalation/de-escalation shall be considered for arriving at cost of tank.

After the first month of award of contract, subsequent escalation/de-escalation will be calculated for the respective months taking the average of ALL the Price of Plates at Mumbai in INR/Tonne EXW of origin India published by "SteelGuru" during the month previous to the particular month for which escalation/de-escalation is being determined.

Wt of the tanks for calculation of escalation/de-escalation

<u>Tank Capacity</u>	<u>Weight including all Tank and all fittings.</u>
10-KL	1.941-MT / Tank
15-KL	2.411-MT / Tank
20-KL	2.764-MT / Tank
45-KL	5.200-MT / Tank

(4) TRANSPORTATION OF TANK:

Individual tanks will have to be safely transported by road, to desired destination by the Fabricator/Vendor, as per advice of BPCL / Regional warehouse from time to time. Transportation charges would be payable for 10-KL/ 15-KL/ 20-KL/ 45-KL Tanks as per the rates quoted by bidder in the enclosed freight rate format.

(5) ESCALATION / DE-ESCALATION CLAUSE FOR DIESEL PRICE:

- Escalation/ De-escalation clause will be applicable for cumulative increase/ decrease of diesel price at four Metro cities for minimum increase of Rs.2/- per litre and review period will be 1st working date of every quarter i.e. 1st July, 1st Oct, 1st Jan, 1st April etc.
- Initial date will be considered as due date of opening of tender and subsequently review will be as per above dates.
- In case cumulative price increment/decrement is less than Rs.2/- for the review period, escalation/de-escalation will not be given to the vendor till the increment/decrement is more than Rs.2/- and subsequent review will be done on quarterly basis.
- Calculation for Escalation/ De-escalation Clause-
 - 25% of transportation cost will be considered towards fuel cost.
 - Increase/ decrease in the fuel cost in % percentage will be added to the 25% of the freight quoted to arrive at revised freight cost.

Example -

Freight rate quoted for 15KL for X location	= Rs 5000 per tank
25% of the freight	= Rs 1250
Initial Diesel Price	= Rs 55 per litre
Revised Diesel Price	= Rs 58 per litre
Increase in price	= 58-55 = Rs 3 per litre
% increase in price	= $100 * \frac{3}{55} = 5.45\%$
Increase over 25% of the freight i.e Rs 1250	= $1250 * 5.455 = 1318.12$
Net increase	= $1318.12 - 1250 = 68.12$
Revised Freight	= $5000 + 68.12 = 5068.12$

Amount will be rounded off to nearest a rupee, hence revised rate will be Rs 5068 per tank.

(6) EMD FOREFEITURE AND RETURN: EARNEST MONEY DEPOSIT WILL BE FORFEITED IN THE EVENT OF

- i) Withdrawal of offer while the offer is under consideration during the offer validity period.
- ii) Tenderer not accepting our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
- iii) Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.
- iv) Any unilateral revision made by the tenderer during the validity period of the offer.

EMD of Rs. 10,00,000.00 shall be returned on finalization of the order. No interest on this EMD is payable. EMD amount for foreign vendors shall be refunded based on Bill Selling Exchange rate published in Economic times on the date of floating/release of tender in the press.

All the Invoices/ BG's/PBG's should be sent to following BPCL office address post award.

BUSINESS PROCESS EXCELLENCE CENTRE

4th FLOOR, BPCL OFFICE COMPLEX

PLOT NO. 6 SECTOR – 2

BEHIND CIDCO GARDEN, KHARGHAR

NEW MUMBAI-410210

NOTE: In case of duplication of any clause given in this document and General Purchase Conditions, clauses given in this Annexure are treated to be valid.

ANNEXURE-IV: TECHNICAL SPECIFICATIONS

1. FABRICATION OF TANKS:

The fabricator shall be required to fabricate the U/G tanks of specific capacity as per our drawing & Standards, including supply of Steel Plates, internal & external structural / fittings etc. complete.

SCOPE OF SUPPLY

1A Steel Plates required for Shell, End Plates, Reinforcement Pads, Manhole Cover/ Necks etc.:

Supply of steel plates for U/G tanks conforming to IS 2062, Gr.-B (Fe 410, E-250) of tested quality. (Thickness of plate should be as per drawing). The steel plates are to be procured in general from manufactures such as viz. SAIL / TISCO / ESSAR / LLOYDS/ISPAT/JINDAL SALEM STEEL as far as possible directly. However the vendors can also procure the steel plates from any authorized stockists /dealers of above manufacturing companies. The vendor will be asked to furnish the invoices & test certificates from the manufacturer/stockists/dealer for each lot of steel plates procured.

The invoices for supply of Steel Plates should be directly in favour of fabricator / vendor. Further in case of non availability of indigenous steel plates, vendors may be allowed to use imported steel plates equivalent or more than IS 2062 GR B. However BPCL prior approval has to be obtained for procuring imported steel plates. In case of imported steel plates the following additional tests are to be carried in addition to our scope of inspection along with TPI Agency.

1. Minimum 10% of steel plates procured are to be tested for Ultrasonic tests.
2. Sample pieces from each lot are to be tested in local government approved metallurgical labs for both physical and chemical properties and confirming equivalent to or more than IS 2062 GR B requirements.

1B FITTINGS:

Required fittings will be supplied by the fabricator / vendor as per drawing.

- (a) All Pipes & nozzles will conform to IS 1239, heavy class.
- (b) SORF Flanges used for nozzle connections will be of plate type IS 2062, Gr. B suitable for class 150 pound per Sq. Inch with serration and dimensions as per ANSI B 16.5
- (c) All other fittings as per drawing shall conform to relevant spec mentioned in the drawings.
- (d) The vendor will be asked to furnish the invoices & test certificates for purchase of Fittings.
- (e) The fittings (as mentioned in the drawing) shall be supplied by the vendor.
- (f) Following fittings to be supplied along with each Tank:
- (g) 50 NB suction pipe
 - i. 50-NB purported pipe
 - ii. 75-NB fill pipe
 - iii. Aluminum Dip Cap with stopper
 - iv. Aluminum Fill cap
 - v. Aluminum Dip rod
 - vi. Two Nos. GI earthing plate 12-inch x 12-inch

1C STRUCTURAL STEELS/ STIFFENERS:

Structural steel sections required as per drawing. All Structure will be as per IS 2062. The vendor will be asked to furnish the invoices & test certificates for purchase of structural steel. In case of non-availability of any specific size of Structural Steel (viz. Angel, Section, Channel etc.) mentioned in the drawings, the fabricator will be allowed to use higher sizes of the same. However, no additional payment will be made for using higher sizes of Structural Steel.

1D CODES & PROCEDURES FOR FABRICATION:

U/G tank shall be fabricated as per drawing and also conforming to IS Code No.: 10987(latest edition). Dimensions thickness and other details shall be as per the drawing. No deviation from drawing & code is allowed unless written approval obtains from appropriate authority.

1E NOZZLES AND REINFORCING PADS / PAD FLANGES:

- (a) Nozzles shall be fitted with flanges as indicated in the drawing.
- (b) All nozzles 50 mm dia and above shall be provided with reinforcing as per the drawing. Reinforcing pads / pad flanges shall be fabricated in accordance with the details given in the drawing.

- (c) Nozzle and their reinforcing plates shall not straddle shell welds. All weld accessories shall be at an adequate distance away from shell welds.
- (d) Welding of nozzles to the shell shall be of same quality weld as the shell welding.
- (e) Inside edge of the manhole shall be smooth with no sharp edges.
- (f) Manhole cover plate & manhole flange (10mm thick) edge should be machine finished and bolt hole should be drilled of desire size.

1F PLATE CUTTING, FORMING AND ASSEMBLING:

- (a) Plates are to be cut to sizes and shaped by machine flame cutting and/or machining. All the plate edges after cutting and before carrying out further work upon them shall be machined or grind to proper shape whenever necessary to remove the effect of previous shearing, chipping or flame cutting. When flame cutting is carried out, the cut edge shall be grind properly. Single V edge should be made for plate thickness 8mm and above before welding.
- (b) A gap of 1.5 mm to 3 mm shall be kept for all butt weld joints.
- (c) Plates for shell section are to be formed to the required shape by any process that will not impair the quality of the material. Forming by hammering with or without local heating is not to be carried out.
- (d) Care is to be taken to ensure that the weld preparation is correctly profiled. After edges of the plates have been prepared for welding, they are to be carefully examined for flaws, cracks, laminations, slag inclusions or other defects.
- (e) Nozzles shall be flush and ground smooth with internal surfaces. Nozzles to shell attachment design shall be according to code requirements.
- (f) The angle iron ring of 65x65x8 mm welded on Manhole nozzle should be made of single piece.
- (g) Chipping, unless followed by grinding is not permitted except where the entire chipped surface will be fused during subsequent welding.
- (h) In order to prevent damage to the surface of the construction material Care shall be taken while removing the temporary cleats etc. After removal of such items, any remaining weld metal etc. shall be ground flush with the surface of the parent metal. In case of any depression and pits on the surface due to cleats removal, surface are required to be filled up with weld metal and grind the surface to flush with parent metal.
- (i) Each section / Shell ring of the tank should contain only one longitudinal weld. End plates with more than one weld joint are not acceptable.
- (j) Only one no. horizontal joint is allowed in the end plates and no vertical joints will be allowed in the end plates.
- (k) Manhole pad plate to be made out of single plate as per drawing.
- (l) Longitudinal Joints in Shell Plates shall not appear below central line of Tanks.
- (m) Standard Plate Sizes to be used are as given below- However vendor has to follow the BPCL drawing for all purpose considering the fabrication and welding code for manufacturing steel tanks with fittings.

06-mm	x	1500-mm	x	6300-mm
06-mm	x	1250-mm	x	6300-mm
08-mm	x	1500-mm	x	6300-mm
08-mm	x	1250-mm	x	6300-mm
10-mm	x	1500-mm	x	6300-mm
10-mm	x	1250-mm	x	6300-mm

- (n) Approval will have to be taken by fabricator, from BPCL for use of any other size, prior to fabrication. However, no additional payment will be made to this account.
- (o) Fabricator shall ensure that the punching made by TPIA at the time of identification/testing of steel plates (steel plate procured by the fabricator) be appear on the outside surface of the fabricated tanks.

1G WELDING:

- (a) All welding including temporary attachments welding shall be done in accordance with good engineering practice and as guided by BPCL/TPIA.
- (b) ISI marked electrode of required size to be used for all fabrication & welding works.
- (c) The plates are to be assembled and retained in position for welding by some suitable methods. Tack welds, where used, are to be removed so that they do not become part of the main seam. Corrections of irregularities are not to be carried out by hammering.

- (d) All welding shall be done by metal arc process by using electrodes of ISI mark. All surfaces for welding are to be thoroughly cleaned of scale, rust, oil or other foreign matter down to a clean surface for a distance of at least 12.5 mm from welding edge.
- (e) All shell welds shall be butt welds with full penetration and minimum of double inside and outside beads. The end plate will be welded to the shell with two runs of fillet weld both from inside and outside (as shown in the drawing). However, One extra run of welding should be provided from outside, along the periphery of end plates, in addition to the said fillet weld.
- (f) Single pass welds are not permitted. Undercutting, overlapping at the toe or bad profile shall be avoided. While welding the metal at the bottom of the first side is to be removed by grinding, chipping, machining or other approved methods so as to provide clean sound metal to deposit the subsequent welds.
- (g) Each run of weld metal is to be thoroughly cleaned and all slag removed before the next run is deposited.
- (h) If welding has been stopped for any reason, care is to be taken in restarting to ensure that the previously deposited weld metal is thoroughly cleaned and free from slag and that there is proper penetration into the plates and the previously deposited weld metal.
- (i) Fillet welds of thickness as mentioned in the drawings are to be made so as to ensure proper fusion and penetration of the weld metal.
- (j) The welding will be full-run-welds at all joints, both internally and externally. All slag shall be cleared with wire brushes. Before the final assembly of tank, all dust, welding rod ends, slag, scales shall be removed from inside as well as outside the tank.
- (k) In multi-layer welding, each layer of weld metal shall be thoroughly cleaned of slag and other deposits before the next layer run is applied. All completed welds shall be de-slagged, brushed and thoroughly cleaned before offering the tanks for Grey Inspection.
- (l) The reverse side of double welded butt joint shall be back chipped ground before the application of the first run of welding to this side, in a manner which will leave the exposed surface accessible and satisfactory for the fusion of the weld metal to be added.
- (m) Joints shall be staggered to ensure no + joints formed on the shell.
- (n) There shall be no undercutting of the base metal.
- (o) The fabricator at the beginning of the first tank shall qualify the welder pre-qualification procedure and consumables to be used for fabrication of UG tank by TPIA.

1H DIMENSIONAL TOLERANCES:

All dimensions and details shall be as per drawing supplied by BPCL.

- (a) **Diameter:** The maximum tolerance on diameter on any point on the length will be (+/-) 0.35% of specified diameter (max) when calculated from external circumferential measurement.
- (b) **Overall Length:** The maximum tolerance on overall length will not be more than (+/-) 0.5% of the overall length.
- (c) **Circularity/ Ovality:** The maximum tolerance on circularity at any point on the length of the tank shell i.e. difference between maximum and minimum internal shell diameter, shall not be exceed 1% of nominal internal diameter

1I FABRICATION TOLERANCES:

All tolerances shall be in accordance with the requirement and as indicated in the drawing provided by BPCL.

1J TANK NUMBER:

Fabricator will have to provide nameplate mentioning the following by way of welding a bracket on the end plate. The name plate is to be prominently fixed to end plate of the tank:

- (a) Name of Fabricator
- (b) Capacity of Tank
- (c) Tank No. as per the inspection report.
- (d) P.O. No.
- (e) Month & Year of manufacture
- (f) Inspected by
- (g) Hydro tested to 0.5 kg per sq cm

EXAMPLE:

VENDOR	CAPACITY	SR. NO.	PO NUMBER	MONTH & YEAR	TPI AGENCY
XYZ	20KL	1	XXXXXXXXXX	11/2016	ABC

1K DRAWING:

Following Drawings are enclosed for reference. Fabrication of Tanks shall be as per these drawings only:

Tanks with fabrication and complete set of internal & external Fittings	Drawing No.
10-KL U/G TANK	RE.DRG.001 dt. 03.05.2010
15-KL U/G TANK	RE.DRG.002 dt. 03.05.2010
20-KL U/G TANK	RE.DRG.003 dt. 03.05.2010
45-KL U/G TANK	RE.DRG.004 dt. 03.05.2010

2. PAINTING OF TANKS:

All components of the U/G Tanks including outer surface of Tanks, shall be cleaned with wire brush and two coats of red oxide zinc chromate primer shall be applied on all components outside of tank and outer surface of tank before dispatch from the shop. Paint used to be of reputed make.

3. INSPECTION:

3A 100% U/G shall be offered for inspection to 3rd Party Inspection Agency (TPIA) appointed by fabricator, from the approved TPIA list of BPCL.

3B Any of BPCL(s) approved Third Party Inspection Agency, (LRIS/ IRS/ DNV/ EIL/ PDIL/ TATA PROJECTS / ITSIPL/ RITES/ SGS/ GLISPL) for the complete work will be appointed by fabricator and the charges will be paid by fabricator to TPIA. TPI charges have been excluded in the Ex-Works prices per tank basis separately need to be quoted as per price bid format. Charges other than third party inspection charges will be to vendor(s) account. BPCL may also depute their representatives for inspection, if required and necessary.

3C All inspection shall be made in accordance with the approved / agreed inspection test plan. The scope of inspection is given in (SCOPE OF INSPECTION) of Technical Specification of Underground Tank. The contractor shall liaise directly with TPIA as and when requires and will get all the works, certified by them.

3D For the inspection of tanks, arranging of Third Party Inspection is entirely the responsibility of Fabricator and in no case the same should not affect the delivery schedule. If so (delay in delivery), the same will be to fabricator(s) account.

3E The tanks may be offered for inspection to BPCL in case of exigencies. However Inspection of Tanks by TPIA or by BPCL will be entirely at the discretion of BPCL. However self-certification for 100% tanks is required to be given by the vendor. (Guarantee certificate for any manufacturing and handling defect such as defective materials, poor workmanship, improper design and failure from normal usage)

3F Inspectors shall have free access to all workshops of the fabricator at all stages of the manufacture. They shall place at the disposal of the inspector all means and facilities necessary for the proper execution of the inspection. All means and facilities shall be safe and adequate.

3G Copies of all approval / certificate for the above to be submitted to BPCL, as directed.

3H All the materials including the blind flanges, gaskets, bolting nipples, plugs, water and all other items required during hydrostatic testing shall be arranged by the fabricator at their own cost.

4. TRANSPORTATION/ PACKING:

- 4A All items of the fabricated U/G tank fitting shall be carefully packed so as not to be damaged in any way during transit. All items such as dip cap, fill cap, aluminum dip rod shall be packed separately. Each Bag shall be provided with metal tag, Bags shall be packed in strong wooden crates reinforced and bound with steel strips.
- 4B Manholes and nozzles shall be packed carefully. Manhole covers shall be bolted in place. Nozzle flanges shall be suitably protected to prevent damage during transport. Machined face of the flanges shall be coated with varnish.
- 4C All items shall be marked as indicated in the above paragraphs. The identification no. of the tank and items shall be shown while delivering at site in form of Packing Slip.
- 4D Flanges at manhole cover should be suitably matched marked so that the dip pipe orientation directly over the pad plate at the tank bottom.
- 4E Necessary Road Permits required for transporting U/G tank and accessories etc. shall be arranged by BPCL. Counterfoils of such forms should be submitted along with the bills failing which bills will not be processed. Vendor has to inform the regional W/H well in time for the road permit to avoid unnecessary delay.
- 4F All the tanks are required at various BPCL(s) Retail Outlets across all the States and Region in India. Transportation rates from your factory to our Retail outlet sites should be inclusive of **service tax** as applicable.
- 4G In all cases unloading of tanks at site is in the scope of fabricator. Firm rates will be paid for unloading of tanks at site. All 45-KL Tanks should be loaded / unloaded with the help of crane compulsorily.

ANNEXURE-V: SCOPE OF INSPECTION & TPIA INSPECTION CHECKLIST

SCOPE OF INSPECTION FOR M. S. U/G TANKS:

The inspection will be carried out in 3 stages in general, but not limited.

STAGE-1: MATERIAL IDENTIFICATION/ TESTING/ VERIFICATION:

- (a) Visual inspection of steel plates for defects, such as out of square, scabs and slivers (peeling away / pitting), corrosion, laminations, inclusions, etc.
- (b) Dimension check of steel plates. Especially thickness of the plates, it shall be clearly mentioned in the inspection report issued by TPIA.
- (c) Properties (physical and chemical) will be checked as per IS 2062 at the Third Party Laboratory. At least, one sample each will be taken from the batch of 10 plates subject to minimum one sample from each heat no. / cast no or Manufacturers Test Certificate should be available at the time of inspection of steel plates.
- (d) Visual inspection, dimensional check and certificates correlation / verification for bought out items, such as heavy duty pipes, SORF flanges, etc. If required, samples may be taken by Inspecting Authorities for testing in the Third Party Laboratory.
- (e) In case of non availability of indigenous steel plates, party has to take prior approval for procuring imported steel plates and at least 10% of these Steel Plates are to be tested for Ultrasonic Test by TPIA.

STAGE-2: GREY INSPECTION:

- (a) Visual check of U/G tank
- (b) Checking overall dimensions of the main tank as per specification/ IS code/ drawings/ tolerance given as applicable.
- (c) Checking the completeness of welding
- (d) Visual check / Dimensional check of all the fittings

STAGE-3: FINAL INSPECTION:

Hydrostatic pressure testing at 0.50 kg/cm² pressure for one hour by hammering around all welded joints. Tank should not leak at any joint. Acceptance/Rejection will be as per BPCL approved drawing for dimensions. Check list and stage wise inspection report /release note to be given by TPIA.

ANNEXURE-VI: PERFORMA OF INTEGRITY PACT

(To be executed on plain paper and applicable for all tenders of value above Rs. 1-crore)

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 MILD STEEL UNDER GROUND TANKS CAPACITY OF 10-KL, 15-KL, 20-KL & 45-KL, WITH FITTINGS.** 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 information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor / Supplier:

- (1) The Bidder / Contractor/Supplier commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or

- (c) understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (d) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (e) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

Section 4 - Compensation for Damages:

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor / Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression:

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

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

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

Section-7 Punitive Action against violating Bidders / Contractors / Suppliers / Subcontractors:

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

Section-8 Independent External Monitors:

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

(d) 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.

(e) The word 'Monitor' would include both singular and plural.

Section-9 Pact Duration:

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

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

Section-10 Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal
Place
Date

.....
for the Bidder/Contractor/Supplier
Witness-1:
(Signature/Name/Address)
Witness-2:
(Signature/Name/Address)

Name Address and Contact Number of Independent External Monitor

1	Shri. Brahm Dutt	1/8, Safdarjung Enclave, New Delhi - 110 029 E-mail ID: dutt.brahm@gmail.com	Mobile No.: +919871920282
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NOTE: Download above pre-signed document of Integrity pact.

- o Fill all the required details
- o Signature, Name & Address of Bidder with Stamp.
- o Signature, Name & Address of Witness-1 & Witness-2
- o Scan & upload the Integrity Pact document.

ANNEXURE-VII: TERRITORY LOCATION DETAILS

Territory	Tank capacities and quantity				State
	10kl	15kl	20kl	45kl	
SR					
Hyderabad, Warrangal	6	32	48	1	Telangana
Belgaum	4	8	24	1	Karnataka North
Bangalore,Mysore	6	32	24	1	Karnataka South
Mangalore	6	16	24	1	Karnataka Central
Chennai	6	16	24	1	Tamil Nadu North
Coimbatore,Karur,Trichy	10	48	72	2	Tamil Nadu Central
Tirunelveli, Madurai	10	32	48	1	Tamil Nadu South
Calicut,Ernakulam	10	28	48	1	Kerala
Vijaywada,Nellore	8	28	48	1	AP South
Vizag	8	16	24	1	AP North
NR					
Jaipur	1	15	15	2	Rajasthan East
Udaipur,Kota	3	32	32	4	Rajasthan South
Jodhpur	1	19	19	2	Rajasthan West
Gorakhpur, Varanasi	5	45	45	1	UP East
Mathura, Merrut	4	24	24	1	UP West
Kanpur, Bareilly	5	46	46	1	UP Central
Uttarakhand (Tr. Merrut)	2	8	8	1	Uttarakhand
Jammu	2	10	10	1	Jammu
Kashmir	1	6	6	1	Kashmir
Jallandar, Sangrur, Bhatinda	4	35	38	2	Punjab
Hisar,Delhi, Rewari, Ambala (part)	4	26	31	2	Haryana
Ambala (part)	2	15	15	2	Himachal
ER					
Patna, Barauni	12	42	48	3	Bihar
Sambalpur, Bubhaneswar	4	48	55	4	Orissa
Tata, Ranchi	4	33	30	2	Jharkhand
NE	4	47	48	16	NE States
Kolkata, Durgapur	8	20	22	3	West Bengal
WR					
Mumbai,Thane, Pune	2	34	34	2	Maharashtra west
AHMADNAGAR,SOLAPUR	2	28	28	2	Maharashtra Central
Manmad	2	14	14	2	Maharashtra North
Nagpur	2	12	12	1	Maharashtra East
Goa	2	8	8	1	Goa and South Maharashtra
RAIPUR	2	16	16	1	Chattisgarh
SURAT ,AHMEDABAD	2	33	29	2	Gujarat
RAJKOT	2	33	29	1	Gujarat west
Indore, Bhopal	2	28	24	1	MP central
GWALIOR	1	26	25	1	MP North
Jabalpur,	1	24	20	1	MP East
Total	160	983	1115	74	2332

DETAILS OF TERRITORY AND THEIR RESPECTIVE DISTRICTS :

Territory	State	Districts
SR		
Hyderabad, Warrangal	Telangana	All Districts Of Telangana State
Belgaum	Karnataka North	Dharwar ,Belgaum, Gadag, Raichur, Gulberga, Bagalkot, Bijapur, Bidar, Yadgir,
Bangalore, Mysore	Karnataka South	Chamarajnagar, Ramanagaram, Mandya , Mysore, Hassan, Coorg, Chitradurga , Banglore, Tumakuru, Kollar,
Mangalore	Karnataka Central	Shimoga, Davangere, Chickmagalur, Kanara, Koppal, Haveri, Udupi, Bellary.
Chennai	Tamil Nadu North	Tiruvallur, Chennai, Kanchipuram, Vellore, Krishnagiri, Dharmapuri, Villupuram, Tiruvannamalai,
Coimbatore, Karur,Trichy	Tamil Nadu Central	Dindigul, Pudukottai, Tiruchirapalli, Karur, Salem, Namakkal, , Pondicherry, Nagapattinam, Ariyalur, Cuddalore, Thanjavur, Tiruvarur, Perambalur, Coimbatore, Tiruppur , Nilgiris, Erode
Tirunelveli, Madurai	Tamil Nadu South	Virudhunagar, Thoothukudi, Kanyakumari, Tirunelveli, Theni, Madurai, Sivaganga, Ramanathapuram,
Calicut, Ernakulam	Kerala	All Districts Of Kerala State
Vijaywada, Nellore	AP South	Prakasam, Anantapur, Kadapa, Chittoor, Kurnool, Guntur, Krishna, Nellore,
Vizag	AP North	Vizianagaram, Srikakulam, Godavari, Yanam, Visakhapatnam,
NR		
Jaipur	Rajasthan East	Nagaur ,Alwar, Jaipur ,Sikar, Jhunjhunu, Bharatpur , Dausa ,Dholpur ,Karauli, Tonk , ,Sawaimadhopur , Ajmer ,
Udaipur,Kota	Rajasthan South	Banswara, Chitorgarh, Dungarpur , Udaipur , Raj Samand , Bundi , Kota , Jhalawar , Baran , Bhilwara , Pratapgarh , Sirohi, Jalore,
Jodhpur	Rajasthan West	Sri Ganganagar ,Hanumangarh,Bikaner ,Jaisalmer ,Jodhpur,Pali,Barmer , Churu ,
Gorakhpur, Varanasi	UP East	Allahabad,Fatehpur,Kaushambi,Pratapgarh,Azamgarh,Ballia,Mau,Basti,Sant Kabir Nagar,Siddharthnagar,Bahraich,Balarampur,Gonda,Shravasti,Ambedkar Nagar,Barabanki,Faizabad,Sultanpur,Amethi,Deoria,Gorakhpur,Kushinagar,Mahar ajganj,Sant Ravidas Nagar,Sonbhadra,Chandauli,Ghazipur,Jaunpur,Varanasi
Mathura, Merrut	UP West	Agra,Firozabad,Mainpuri,Mathura,Aligarh,Etah,Hathras,Kasganj,Baghat,Bulands hahr, Gautam Buddha Nagar,Ghaziabad,Meerut,Hapur,Bijnor,Amroha,Moradabad,Rampur,Sambhal,Mu zaffarnagar,Saharanpur,Shamli
Kanpur, Bareilly	UP Central	Badaun,Bareilly,Pilibhit,Shahjahanpur,Banda,Chitrakoot,Hamirpur,Mahoba,Jalaun ,Jhansi,Lalitpur,Auraiya,Etawah,Farrukhabad,Kannauj,Kanpur Dehat,Kanpur Nagar,Hardoi,Lakhimpur Kheri,Lucknow,Raebareli,Sitapur,Unnao
Uttarakhand (Tr. Merrut)	Uttarakhand	All Districts Of Uttarakhand
Jammu	Jammu	Jammu, Kathua, Udhampur, Samba, Doda,
Kashmir	Kashmir	Kupwara, Ganderbal, Bandipora, Kargil, Anantnag, Srinagar, Baramula, Shopian, Rajauri, Pulwama, Rajori, Badgam, Poonch, Kulgam, Kishtwar, Ramban, (Districts Mentioned Here Are On Terrain Difficulty)
Jallandar, Sangrur, Bhatinda	Punjab	All Districts Of Punjab
Hisar,Delhi, Rewari, Ambala (Part)	Haryana	All Districts Of Haryana
Ambala (Part)	Himachal	All Districts Of Himachal Pradesh
ER		
Patna, Barauni	Bihar	All Districts Of Bihar

Sambalpur, Bubhaneswar	Orissa	All Districts Of Orissa
Tata, Ranchi	Jharkhand	All Districts Of Jharkhand
NE	NE States	All Ne States And Their Districts
Kolkata, Durgapur	West Bengal	All Districts Of West Bengal
WR		
Mumbai,Than e, Pune	Maharashtra West	Thane,Nasik, Palghar, Pune, Satara,Mumbai, Raigad
AHMADNAGA R,SOLAPUR	Maharashtra Central	Ahmednagar, Aurangabad, Jalna, Nanded, Parbhani, Beed, Sholapur, Latur, Osmanabad
Manmad	Maharashtra North	Dhule, Nandurbar, Jalgaon, Akola,Bhuldana, Hingoli, Washim,
Nagpur	Maharashtra East	Amravati, Yavatmal , Wardha, Bhandara, Chandrapur, Nagpur, Gondia, Gadchiroli
Goa	Goa And South Maharashtra	Ratnagiri, Sangli, Kolhapur, Sindhudurg, Goa,
RAIPUR	Chattisgarh	All Districts Of Chattisgarh
SURAT ,AHMEDABAD	Gujarat	Ahmedabad, Banaskahtha, Mehsana, Gandhinagar, Patan, Sabarkantha, Arvalli,Kheda Kaira, Anand,Mahisagar,Panch Mahals, Dahod, Vadodara, Narmada, Chhotaudaipur,Surat, Tapi, Navsari, Valsad, Bharuch, Daman, Dadra And Haveli, The Dangs
RAJKOT	Gujarat West	Surendranagar, Kutch, Morbi,Jamnagar, Devbhumi Dwarka,Junagadh, Porbandar, Diu, Rajkot, Amreli, Gir Somnath, Bhavnagar, Botad,
Indore, Bhopal	MP Central	Indore, Khargone, Barwani, Dewas, Agar-Malwa, Ujjain, Ratlam, Neemuch, Dhar, Khandwa, Bhuranpur, Mandasaur, Jhabua, Alirajpur, Shajapur, Harda, Betul, Chhindwara, Bhopal, Hoshangabad, Sagar, Sehore, Vidisha, Chhattarpur, Tikamgarh, Raisen,
GWALIOR	MP North	Rajgarh, Gwalior, Guna, Morena, Bhind, Shivpuri, Ashoknagar, Datia, Sheopur,
Jabalpur,	MP East	Balaghat, Jabalpur, Dindori, Seoni, Narsimhapur, Satna, Shahdol, Panna, Singrauli, Umaria, Anuppur, Damoh, Sidhi, Rewa, Katni, Mandla,

In case any district location is not mentioned in the above list, freight for the adjoining district of territory, for which tank is requested, will be paid.

ANNEXURE-VIII: GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

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

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

4. Corrigendum/ amendment, if any, shall be notified on the site <https://bpacleproc.in>. In case any corrigendum/ amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (a) Vendors are advised to log on to the website (<https://bpacleproc.in>) and arrange to register themselves at the earliest, if not done earlier.
 - (b) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (c) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. **In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (d) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - (e) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

- (f) No manual bids/offers along with electronic bids/offers shall be permitted.
7. For tenders whose estimated procurement value is more than Rs. 10-Lacs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
 8. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
 9. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

FOR SYSTEM RELATED ISSUES:

M/s. E-Procurement Technologies Limited:

Contact Numbers: 022-24176419/ +91 79 4001 6868

E-mail id: support@bpclproc.in.

FOR TENDER RELATED QUERIES:

- a. Parag Deore, Executive officer, CPO (M)
Phone: 022-24176209, E-mail: paraganildeore@bharatpetroleum.in
- b. Payal Agarwal, Dy. Manager CPO(M)
Phone: 022-24176395, E-mail: payalagarwal@bharatpetroleum.in
- c. Anil Ahir, Group Leader-IV, CPO (M)
Phone: 022-24176404, E-Mail: ahira@bharatpetroleum.in

The responsible person of the tender is Procurement Leader of BPCL at contact no 022-24176404/6209/ 6395.

FOLLOWING ARE THE DOCUMENTS WHICH HAVE TO FILL / SUBMIT ONLINE ONLY:

(A) FORMAT OF PRICE-BID/ TPIA CHARGES/ UNLOADING CHARGES:

PRICE - BID

DESCRIPTION	10-KL Tank (Per unit) In figures	15-KL Tank (Per unit) In figures	20-KL Tank (Per unit) In figures	45-KL Tank (Per unit) In figures
Quantity Required in Numbers	160	983	1115	74
Unit of Measurement (UOM)	Per tank	Per tank	Per tank	Per tank
BASIC RATE: (It should be Basic Ex-works price inclusive Basic Cost of Tank + All Tank Fittings + Packing & Forwarding + Loading Charges at Works)				
TPIA Charges				
Excise Duty in % (Including cess if any)				
Ex-works price per UOM				
Unloading Charges at BPCL Site (Inclusive of all Duties & Taxes)				
CST (Central Sales Tax): Quote in Terms of % without Form-C.				
VAT: Quote in Terms of %				

NOTES:

- It may be noted that transportation rate per territory will be considered for commercial evaluation. Fabricator needs to quote separately for the freight rate (inclusive of all duties & taxes) for all the territories as per Template.
- In all cases unloading of tanks at site is in the scope of vendor. All 45-KL Tanks should be unloaded with help of crane compulsorily. Vendor shall be paid for this job at the quoted firm rates (Inclusive of Service Tax) as above.
- Ex-works price, TPIA charges and Unloading charges at BPCL site for the respective Tank will remain same irrespective of the Territory Locations.
- BPCL reserves the right to allocate the quantity of Tanks in the ARC based on the production capacity of the Vendors and the requirement of tanks at the territory locations subject to capacity constrain of vendors.
- For the purpose of bid evaluation the requirement of 10-KL/ 15-KL/ 20-KL/ 45-KL tank at any territory location would be treated as a single lot and the vendor would be selected for a lot subject to capacity constrain of vendors.
- **Vendor s quoted rates in the Price Bid for statutory levies i.e. Excise Duty, Central Sales Tax (without "C" Form), VAT shall be considered as Final and evaluation will be done accordingly. It is vendor's responsibility to quote statutory levies as per actual prevailing rates and deposit the correct statutory levies to the tax authorities.**

(B) LUMP SUM FREIGHT RATES IN RS. FOR TRANSPORTATION OF U/G TANKS OF DIFFERENT CAPACITY TO THE FOLLOWING LOCATIONS:

S.No	Territory	State	Freight rate in Lumpsum per tank in Rs		
			10kl/ 15kl	20kl	45kl
	NR				
1	Jaipur	Rajasthan East			
2	Udaipur,Kota	Rajasthan South			
3	Jodhpur	Rajasthan West			
4	Gorakhpur, Varanasi	UP East			
5	Mathura, Merrut	UP West			
6	Kanpur, Bareilly	UP Central			
7	Uttarakhand (Terr. Merrut)	Uttarakhand			
8	Jammu	Jammu			
9	Kashmir	Kashmir			
10	Jallandar, Sangrur, Bhatinda	Punjab			
11	Hisar,Delhi, Rewari	Haryana			
12	Ambala	Himachal			
	ER				
13	Patna, Barauni	Bihar			
14	Sambalpur, Bubhaneswar	Orissa			
15	Tata, Ranchi	Jharkhand			
16	NE	NE States			
17	Kolkata, Durgapur	West Bengal			
	SR		10kl/ 15kl	20kl	45kl
18	Hyderabad, Warrangal	Telangana			
19	Belgaon	Karnataka North			
20	Bangalore,Mysore	Karnataka South			
21	Mangalore	Karnataka Central			
22	Chennai	Tamil Nadu North			
23	Coimbatore,Karur,Trichy	Tamil Nadu Central			
24	Tirunelveli, Madurai	Tamil Nadu South			
25	Calicut,Ernakulam	Kerala			
26	Vijaywada,Nellore	AP South			
27	Vizag	AP North			
	WR				
28	Mumbai,Thane, Pune	Maharashtra west			
29	AHMADNAGAR,SOLAPUR	Maharashtra Central			
30	Manmad	Maharashtra North			
31	Nagpur	Maharashtra East			
32	Goa	Goa and South Maharashtra			
33	RAIPUR	Chattisgarh			
34	SURAT ,AHMEDABAD	Gujarat			
35	RAJKOT	Gujarat west			
36	Indore, Bhopal	MP central			
37	GWALIOR	Mp North			
38	Jabalpur,	MP east			

(C) FORMAT OF TECHNO-COMMERCIAL AND OTHER DETAILS TO BE FILLED ONLINE:

SR.	BPCL REQUIREMENTS	VENDORS ACCEPTANCE
1	NAME: The Tenderer Company/ Firm	
2	FACTORY ADDRESS: Phone No: Contact Person: Designation: Mobile No: E-mail ID:	
3	OFFICE ADDRESS: Phone No: Contact Person: Designation: Mobile No: E-mail ID:	
4	Details of TPIA: Name address and contact details of TPIA which has certified the BQC and tender documents.	
5	NO. OF TANKS OFFERED TO BPCL PER MONTH: Vendor to confirm the Production / Supply Capacity of U/G Tanks per month to BPCL, considering other commitments made by them (should supply minimum 15-Tanks Per Month)	
6	CONSTITUTION OF THE FIRM: Sole Proprietor / Partnership - Registered before Registrar of Firms/ Partnership- Unregistered/ Private Limited Company/ Public Limited Company/ PSU/ Government	
7	REGISTRATION: Year of Establishment or Incorporation/ Registration Number and Date and Registration under which Act.	
8	MSE (Micro and Small): EM-II Registration No. if applicable. (Yes / No)	
9	ADDRESS & CONTACT DETAILS OF PLANT: (Kindly mention the city) The Plant from where U/G Tanks are going to be supplied. In case the MSE vendor wishes to supply from their more than one Plants/ Units having MSE Certification, then provide Address and Contact Details of all those Plants/ Units.	
10	DELIVERY LEAD TIME: Indicate the time required in number of days to make the first delivery from the date of call off. (BPCL would be providing delivery schedules at the time of call off, after factoring this information.)	
11	EMD: Refer GPC clause, EMD if applicable give the details of DD, If not applicable confirm the categories of exemption.	
12	BID SECURITY CUM PERFORMANCE GUARANTEE: Please refer Special Purchase Conditions for BID SECURITY CUM PERFORMANCE GUARANTEE clause. Confirm your acceptance.	
13	PAYMENT: Confirm acceptance of BPCL Payment Terms. (No other Payment Terms is acceptable) Please refer GPC Payment Terms.	
14	KINDLY CONFIRM: In case VAT is applicable in the state where your factory is located/ supply plant, for the supplied to be made within the same state (Yes/ No).	
15	KINDLY CONFIRM: In case VAT is applicable for the supplies within the state, whether freight charges becomes part of assessable value for working out VAT (VAT is applicable on freight	

	charges also). Yes/ No	
16	DEVIATION: No deviation of Technical & Techno Commercial Terms & Condition will be acceptable. Otherwise offer may liable to be rejected.	

NOTE: In case of any Deviation kindly mention in the Deviation Sheet with proper Justification.

(D) FORMAT OF BQC CRITERIA TO BE FILLED & SUBMITT THE DOCUMENTS:

BID-QUALIFICATION CRITERIA		
SR	BPCL REQUIREMENT	VENDOR TO CONFIRM AND UPLOAD SUPPORTING DOCUMENTS IN BID FORM UPLOADING DOCUMETS SECTION
1	EXISTING MANUFACTURER OF TANKS: The Vendor should be a manufacturer of Steel Tank or a Steel Structural fabricator and not a trader or agent of manufacturer. Vendor to confirm whether vendor is Manufacturer of Steel tanks (Yes / No) if Yes.	YES/NO
2	SUPPLYING CAPACITY OF TANKS: The vendor should have fabricated at least 60-Nos. Steel Tanks of capacity greater than or equal to 10-KL (including supply of Steel) or fabricated 360 MT or more of Structural Steel (including supply of steel) during any continuous 12 months period in the last 3 years from the due date of bid submission ,from the works from where they intend to supply tanks against this tender.	If yes, mentioned the quantity of tanks in numbers or MTs.
3	NO. OF TANKS OFFERED TO BPCL PER MONTH: Vendor to confirm the Production / Supply Capacity of U/G Tanks per month to BPCL, considering other commitments made by them (should supply minimum 15-Tanks PM)	Number of Tanks
4	Financial turn over in Rs. For the last three consecutive financial years.	Put the figures in Rs.
5	NET WORTH: Vendor(s) net worth as per the latest audited Balance Sheet i.e. last Financial Year.	Put the figures in Rs.
Compulsory: UPLOAD ALL RELEVANT DOCUMENTS TO CONFIRM ABOVE POINTS, IN BID COMMON FORMS --> UPLOADING DOCUMETS SECTION.		

(E) LIST OF THE DOCUMENTS TO BE UPLOADE ONLINE

BIDDERS HAVE TO UPLOAD SCANNED COPY (IN PDF FORMAT) OF THE FOLLOWING DOCUMENTS:

(UPLOAD ALL THE DOCUMENTS, IN BID FORM UPLOADING DOCUMENTS SECTION)

REQUIREMENTS FOR QUALIFICATION	DETAIL REASON FOR UPLODINGS	TO FULFIL THE CRITERIAS BIDDER HAVE TO UPLOAD AS FOLLOWING
DIGITALLY SIGNED BY THE CONSTITUTED ATTORNEY:	If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document and a scanned copy of such authority letter as also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the tender.	COPY OF AUTHORITY LETTER AS THE POWER OF ATTORNEY (DULY SIGNED IN THE PRESENCE OF A NOTARY PUBLIC)
BID-QUALIFICATION CRITERIA FOR ESTABLISHED MANUFACTURER OR FABRICATOR	The Vendor should be a manufacturer of Steel Tank or a Steel Structural fabricator.	<ol style="list-style-type: none">I. Upload Central Excise Registration for manufacturer of storage tanks or items of structural steel (or) Factory license (or) ISO Certificate.II. A certificate from approved TPIA (LRIS/ DNV/ IRS/ EIL / UL/ Tata Projects/ SGS/ PDIL/ ITS IPL/ MECON/ GLISPL/ ICSPL) verifying the above documents and confirming manufacturer or fabricator status of tanks or structural steel items.
BID-QUALIFICATION CRITERIA FOR SUPPLY OF UNDER GROUND STORAGE TANKS:	The vendor should have fabricated at least 60-Nos. Steel Tanks of capacity greater than or equal to 10-KL (including supply of Steel) or fabricated 350 MT or more of Structural Steel (including supply of steel) during any continuous 12 months period in the last 3 years from the due date of bid submission ,from the works from where they intend to supply tanks against this tender.	<ol style="list-style-type: none">I. List of invoices of any continuous 12 months period issued by the bidder in the last 3 years from the due date of bid submission, totaling to at least 60 nos steel tanks of capacity greater than or equal to 10KL (including supply of Steel) or fabricated 360 MT or more of Structural Steel (including supply of steel).II. A certificate from Statutory Auditor (OR) approved TPIA (LRIS/ DNV/ IRS/ EIL / UL/ Tata Projects/ SGS/ PDIL/ ITS IPL/ MECON/ GLISPL/ ICSPL) verifying invoices and list of invoices of any continuous 12 months period in the last 3 years from the due date of bid submission
BID-QUALIFICATION CRITERIA FOR FINANCIAL CAPACITY	<p>The Vendor should have achieved a minimum average annual financial turnover of Rs. 1.12-Crore as per Audited Balance sheet and Profit and loss accounts in the last three consecutive financial years. Data must be supported with Audited Balance Sheet & P/L statements for each of financial Years.</p> <p>Net worth: Vendor's net worth as per the latest audited Balance sheet should be positive.</p>	<ol style="list-style-type: none">I. Audited Balance sheet & P/L statements duly certified by Statutory Auditors for the last three consecutive financial years.

BID-QUALIFICATION CRITERIA FOR PAST PERFORMANCE	Vendors who are on holiday list by BPCL or any other Oil sector PSU i.e. IOCL and HPCL, will not be considered	A Declaration by vendor indicating that they are not on holiday list by BPCL, IOCL and HPCL as on due date of bid submission, anywhere in the country.
MICRO OR SMALL ENTERPRISE VENDOR (MSE)	<p>(i) Public Procurement Policy applies to Micro and Small Enterprises (MSE) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.</p> <p>(ii) INDEMNITY BY MSE: The bidder will have to offer and supply the entire tendered quantity from the PLANT having MSE Certification i.e. EM Part-II (Micro and Small) duly issued by District Industries Centre and also Indemnify BPCL in this regard on a Rs. 100/- Stamp Paper. The original Indemnity Bond needs to be furnished to BPCL at the time of award of contract.</p>	<p>(A) MSE REGISTRATION DOCUMENT I.E. EM PART-II (MICRO AND SMALL) DULY ISSUED BY DISTRICT INDUSTRIES CENTRE WITH ANY ONE OF THE AUTHORITIES MENTIONED IN POINT (I) ABOVE.</p> <p>(B) INDEMNITY BOND ON RS. 100/- STAMP PAPER STATING THAT THEY SHALL OFFER AND SUPPLY THE ENTIRE TENDER QUANTITY FROM THE PLANT (SITUATED AT ----- PLANT ADDRESS -----) HAVING ABOVE MENTIONED MSE CERTIFICATION.</p> <p>(C) THE CERTIFICATE FROM THE BPCL APPROVED TPIA (LRIS/ SGS/ GLISPL/ IRS/ DNV/ EIL/ TATA PROJECTS/ PDIL/ UL/ ITSPL/ MECON/ ICSPL) OR FROM PRACTICING CHARTERED ACCOUNTANT, LISTING THE DOCUMENTS CHECKED/ VERIFIED AS MENTIONED IN POINT (A) & (B) ABOVE.</p> <p>NOTE: THE MSE (MICRO & SMALL ENTERPRISES) REGISTRATION/ MEMORANDUM ARE PLANT SPECIFIC; THEREFORE CA/ TPIA NEED TO CERTIFY FROM WHERE THE VENDOR INTENDS TO SUPPLY THE TENDERED MATERIAL.</p>
OTHER DOCUMENTS TO BE UPLOAD	NECESSARY DOCUMENTS TO BE UPLOAD	<p>(01) COPY OF PAN CARD.</p> <p>(02) CERTIFICATE OF INCORPORATION/ COMPANY REGISTRATION</p> <p>(03) PARTNERSHIP DEED</p> <p>(04) INTEGRITY PACT (DULY SIGN, WITNESSED & STAMPED)</p> <p>(05) ISO CERTIFICATE</p>

NOTE-1:

All charges of Certificates from Statutory Auditor and Third Party Inspection Agency for attestations and verification shall be borne by the Vendors.

NOTE-2:

In case no. of pages to be uploaded are more, then the same can also be zipped and uploaded. The supporting documents should be serially numbered and total number of pages uploaded, should be indicated.

(F) FORMAT OF DECLARATION (RELATIONSHIP WITH BPCL DIRECTOR) TO BE FILLED ONLINE

1. DECLARATION FORMS FOR DETAILS OF RELATIONSHIP WITH BPCL DIRECTORS

PART-A (APPLICABLE WHERE MANUFACTURER IS SOLE PROPRIETOR)	
(1) Name of Tenderer:	
(2) Office Address:	
(3) Residence Address:	
(4) Telephone:	
(5) State whether manufacturer is related to any of the Director(s) of BPCL	
(6) If Yes to (5), state the name of the Director(s) and manufacturer(s) relationship with him/ her.	
PUT 'NA' WHICHEVER IS NOT APPLICABLE	
PART-B (APPLICABLE WHERE THE MANUFACTURER IS A PARTNERSHIP FIRM)	
(1) Name of the Partnership firm:	
(2) Address:	
(3) Name of Partner(s):	
(4) State whether any of the partner is a Director(s) to BPCL:	
(5) If Yes to (4), state the name(s) of Director(s):	
(6) State whether any of the partner is related to any of the Director(s) of BPCL:	
(7) If Yes to (6) state the name(s) of Director(s) and the concerned Partner(s) relationship with him/ her:	
PUT 'NA' WHICHEVER IS NOT APPLICABLE	
PART-C (APPLICABLE WHERE THE MANUFACTURER IS A PUBLIC OR PRIVATE LIMITED. COMPANY)	
(1) Name of the Company:	
(2) Address of Registered. Office:	
(3) Address of Principal Office:	
(4) State whether the Company is a Private Limited Company or Public Limited Company:	
(5) Name(s) of Director(s) of the Company:	
(6) State whether any of the Director(s) of your Company is a Director(s) of BPCL:	
(7) If Yes to (6) state the name(s) of the Director(s):	
(8) State whether any of the Director(s) of your Company is related to any of the Director(s) of BPCL:	
(9) If Yes to (8) state the name(s) of Director(s) and the concerned Director's of the Vendor's relationship with him/her.	
PUT 'NA' WHICHEVER IS NOT APPLICABLE	