

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



CENTRAL PROCUREMENT ORGANIZATION (CPO – R)

CRFQ NUMBER 1000329198 DATED 18.04.2018

E-TENDER NUMBER 57293 DATED 19.04.2019

SUPPLY OF METHYL DI ETHANOL AMINE TO BPCL'S KOCHI REFINERY FOR A PERIOD OF 2 YEARS

DUE ON 17.05.2019; 14:00 HRS.

PRE BID MEETING: 03.05.2019 10:30 HRS AT KOCHI REFINERY OFFICE

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

Tel Number +91 22 25533225, +91 22 25533142

Email : tabassumn@bharatpetroleum.in; chaudharyar@bharatpetroleum.in

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ANNEXURE - A

GLOBAL NOTICE INVITING TENDER

CRFQ NUMBER 1000329198, e- Tender 57923 dated 19.04.2019

Bharat Petroleum Corporation Limited, CPO (R) invites offers from manufacturers / suppliers for the supply of Methyl Di Ethanol Amine (**MDEA**) in tankers for Kochi Refinery (**KR**) for a period of 2 years.

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

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

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

Place: Mumbai

CPO (R)

Date 19.04.2019

ANNEXURE - B

INSTRUCTIONS TO BIDDERS AND SPECIAL CONDITIONS OF TENDER

Bharat Petroleum Corporation Limited, CPO (R) invites offers from manufacturers / suppliers for the supply of Methyl Di Ethanol Amine (**MDEA**) in tankers for Kochi Refinery (**KR**).

Pre-Bid meeting will be held in our KOCHI Refinery office on **03.05.2019 10:30HRS IST**. For gate pass at KR you may please contact Mr. Venkata Sudhakar at venkatasudhakar@bharatpetroleum.in

Bidders are requested to submit their pre-bid queries by 01.05.2019 as per the excel query format uploaded along with the tender document.

Contact Person: - Mrs. Tabassum Das, Procurement Manager CPO (R),
Phone Number + 91 22 25533225 e-mail – tabassumn@bharatpetroleum.in

Mr. Ashok Chaudhary, Procurement Leader CPO (R)
Phone number +91 22 25533142, e-mail – chaudharyar@bharatpetroleum.in

1. **Item Description** – Methyl Di Ethanol Amine. Refer Annexure “D” for technical specifications.
2. **Quantity Required - 1400 MT (In bulk tankers)**

The above mentioned quantity is the estimated requirement of KR for a period of 2 years and may vary depending upon the operations of Refinery. However, the material shall be delivered strictly as per call off quantity.

3. Earnest Money Deposit (EMD):

Bidders are required to submit interest free EMD of Rs. 7,50,000 (Seven Lacs and fifty thousand only) or US\$ 10,775 (Ten thousand seven hundred seventy five dollars) as the case may be. Offers received without scan copy of EMD (DD/BG/Valid NSIC Certificate) in the e-tender and physically not received within 7 days after “Technical Bid” opening date (as indicated in the NIT or corrigendum thereof) are liable to be rejected.

- a. **Indian Bidders** - EMD of Rs. 7,50,000 (Seven Lacs and fifty thousand only) shall be paid by way of crossed account payee DD / Banker’s Cheque drawn on any Nationalised / Scheduled Bank in favour of Bharat Petroleum Corporation Limited and payable at Mumbai.
- b. Alternatively EMD can also be paid by way of “Bank Guarantee” as per BG format (available in Annexure “K”) from any Bank recognized as Scheduled Bank by Reserve Bank of India, in favor of M/s. Bharat Petroleum Corporation Ltd. Mumbai.

- c. **Foreign Bidders** – EMD of US\$ 10,775 (Ten thousand seven hundred seventy five dollars) shall be paid by Bank Guarantee, as indicated in point no. 3.b above or by transfer of net US\$ 10,775 to the following account:-

Beneficiary Name	Bharat Petroleum Corporation Limited
Bank Name	Standard Chartered Bank
Branch Address	90, M G Road, Fort, Mumbai-1
USD Account no	22205032520
Swift Code	SCBLINBBXXX
BSR Code	6470036

- d. Bank Guarantee from any Foreign Bank is acceptable only if the same is countersigned by their Indian Branches (provided the Indian Branch of the Foreign Bank is recognized Scheduled Bank by Reserve Bank of India) or any Scheduled Indian Bank.
- e. The Bank Guarantee in lieu of EMD shall be furnished on non-judicial stamp paper of value not less than Rs. 100/- (Rupees One hundred only) and in the prescribed Performa given in the Tender Document.
- f. The Bank Guarantee shall be kept valid for a period of 180 days beyond the Tender due date / extended due date.
- g. Original DD / BC / BG as the case may be, towards EMD shall be sent separately to **DGM, CPO-Refineries, Bharat Petroleum Corporation Limited, Mahul, Mumbai 400 074, India**. Copy the DD / BC / BG as the case may be, along with proof of dispatch to be uploaded along with un-priced bid.
- h. EMD of unsuccessful bidders shall be released after finalization of this tender. However, in case of successful bidder the EMD shall be released on receipt of performance bank guarantee.
- i. Forfeiture of EMD – A bidder who has submitted their bid shall not be permitted to alter / amend or withdraw the bid, notwithstanding that the bid(s) has / have not yet been opened / finalized. A bidder who purports to alter / modify withdraw their offer after submission, within the validity of the offer shall be liable to have their offer rejected and their EMD forfeited / en-cashed.
- j. The Earnest Money deposited by successful bidder shall be forfeited if the successful bidder fails to honor the offer terms prior to ordering and Contractual terms after issuance of LOA / PO.
- k. Following categories of bidders are exempted from paying Earnest Money Deposit (EMD):-

Units registered with National Small Industries Corporation (NSIC);

Units falling under Micro & Small Enterprises (MSEs) category as defined under the MSMED Act 2006.

The benefits of purchase preference policy are extended to manufacturers only registered under this and not extended to traders registered under this.

The above are subject to the fulfilling of under mentioned conditions:

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

The Unit should be registered for the item tendered.

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

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

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

Registration with DGS&D will not entitle a Tenderer to claim above exemption.

Such bidders must upload appropriate proof along with their "Bid", to show that they are eligible for the exemption from EMD (application for registration as NSIC / MSE or for renewal will not be acceptable), failing which such bid will be treated as bid received without EMD and liable to be rejected.

4. **Tentative Contract Period / Validity** – 2 years from the date of issuance of LOA/Purchase Order.

Tentatively: June/July 2019 to May/June 2021

(The contract period mentioned above is tentative and may change depending on actual requirement of Refinery)

5. **Submission of Tender Document.**

5.1 Bids should be submitted in **“THREE PART BID SYSTEM”** i.e. **“PQ bid”, “Un-priced Bid / Technical Bid” & “Price Bid”** through e-tendering portal.

5.2 **“PQ Bid”** with all listed documents mentioned below to be submitted on or before due date/extended due date (Refer Annexure L for PQ criteria).
All required documents as per PQ criteria mentioned in Annexure L

- i. Scan Copy of EMD (Demand draft/ Bank Guarantee/ Valid EMD Exemption Certificate (if any).
- ii. Declaration of Holiday Listing to be submitted properly filled.
- iii. Contact details of Vendor duly filled, signed and stamped- Ann G
- iv. Scanned copy of Bidder's PAN, GST Tax Registration Certificate
- v. Integrity Pact Document duly filled, signed and stamped on each page.
Bidders to submit original IP hard copy within 10 days of tender opening date.
- vi. Any other supporting documents/ information in support of the bid.
- vii. For foreign bidders, Tax residency certificate.

5.3 "Un-priced bid/Technical Bid" complete with all technical and commercial details other than price shall be submitted. Accordingly, this shall contain the following:

- i) Bidder's covering letter with technical details / brochure of the material offered by the bidder.
- ii) These **Instructions to bidders** and special conditions of tender (Annexure B) duly signed & stamped in all pages in token of acknowledgement and acceptance.
- iii) **Technical Specifications** of (Annexure D) duly signed & stamped in all pages in token of acknowledgement and acceptance.
- iv) **Price schedule** (Annexure E) with an indication "Quoted" instead of prices i.e. Without mentioning values. Other applicable information such as Product Name(s), Quantity, P & F Charges, Statutory Levies, Taxes, Any Other Charges.
- v) **Agreed Terms and Conditions** of BPCL (Annexure C) duly filled in, signed and stamped in all pages.
- vi) **List of Deviations** to tender document (Annexure F).
- vii) **Pro-forma of Declaration of Black / Holiday Listing** (Annexure G) duly filled in signed & stamped.
- viii) BPCL's General **Purchase Conditions** (GPC) - (Annexure I) signed & stamped in all pages in token of acceptance and acknowledgement. **In case of any difference between the conditions mentioned elsewhere in the tender document and GPC, the conditions mentioned in the tender document shall prevail.**
- ix) Format for **Bidder's Information** (Annexure H) duly filled in, signed and stamped.
- x) Copy / Copies of **Corrigendum** issued (if any), duly signed & stamped in all pages in token of acceptance and acknowledgement.
- xi) **MSE Vendor (Manufacturers only)**
 - a. The unit should be registered with National Small Scale Industrial Corporation Limited (NSIC) or with any of the Authorities specified under the Public Procurement Policy for MSE's.
The unit should be registered for the item tendered.

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

The registration certificate is valid for a period at least up to validity of the offer.

- b. Self attested copy of all the pages of EM-II certificate issued by appropriate authority mentioned in Public procurement policy of MSEs – 2012 should be submitted in support of above.

- c. Bidder's declaration / affidavit on Organization / Company Letter Head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.
- xii) **Any other document / information** which bidder may like to submit, to establish that the offered material would meet BPCL's requirement.

6. Evaluation of Offers.

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

6.2 Loading for Taxes and Duties:
Indigenous supplies
GST (CGST/SGST/IGST): wherever applicable extra.

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

6.4 Loading for Transportation and clearing & forwarding:

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

For Imported Supply: (Port of destination –Kochi), Ocean freight from port of loading to destination port as quoted shall be loaded for comparison.
The ocean freight quoted by the bidder shall be considered for evaluation of offer.

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

Loading of 0.25% shall be done on CFR Value for Marine Insurance.
A loading of 3% on CIF value shall be done towards Port handling & Clearance charges.
Container de-stuffing charges if applicable would also be loaded extra.

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

6.5 Loading on account of deviation in commercial terms:

Payment terms:

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

6.6 Evaluation Methodology:

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

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

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

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

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

7. Tender Opening

7.1 The PQ bid shall be opened on due date at 14.00 hrs (IST) through e-portal and technical bids will be opened after PQ evaluation. Date/time for opening technical /unpriced bids will be informed later to successful bidders. Bidders, who have submitted their bids, can view / witness result of technical bid opening through the e-portal or your representative can witness the same in our office. In case bidder's representative is attending the bid opening; please inform his/her name and mobile number to tabassumn@bharatpetroleum.in for preparing the entry pass.

7.2 The date and time of opening priced bids shall be intimated separately to the techno-commercially acceptable bidders only and the priced bids shall be opened through e-portal. Techno-commercially acceptable bidders can view / witness result of priced bid opening through the e-portal portal or your representative can witness the same in our office. In case bidder's representative is attending the bid opening; please inform his / her name and mobile number to tabassumn@bharatpetroleum.in for preparing the entry pass.

9.0 Integrity Pact (IP)

9.1 Bidders are to sign integrity pact (Annexure J) and submit along with bid document. **Bids without signed Integrity pact are liable for rejection.**

9.2 Pro-forma of Integrity Pact (IP shall be returned by the Bidder/s along with the bid documents (technical bid/un-priced bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with bid documents shall result in the bid not being considered for further evaluation. If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, BPCL shall be entitled to demand and recovered from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of IP.

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

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

Shri. Virendra Bahadur Singh	Shri. Shantanu Consul	Shri. Vikram Srivastava
ADDRESS	ADDRESS	ADDRESS
H.No. B-5/64, Vineet Khand, Gomati Nagar, Lucknow - 226010	No.9MCHS (IAS Officers Colony), 16th Main, 5th C Cross, BTM 2nd stage, Bangalore – 560 076	E-202, Second Floor , Greater Kailash Part 2, New Delhi - 110048
vbsinghips@gmail.com	shantanuconsul@gmail.com	vikramsrivastava1973@gmail.com
Mob.8853760730	Mob. 09740069318	Mob. 09810642323

- 9.3 All vendors who are submitting their offer against this tender issued by BPCL, CPO-Refineries are required to sign the BPCL / NRL Integrity Pact document as mentioned above.

10.0 Arbitration clause

Arbitration clause as per GPC stands replaced and shall be as mentioned below -

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

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

11.0 Award of Contract and Subsequent Call offs.

- 11.1 After opening of priced bids, the successful bidder for supply of material to each location will be decided based lowest landed cost including taxes, freight and other applicable charges / incidentals .

- 11.2 In case of supply to MR and KR, initial LOA / Contract will be awarded to the successful bidder by BPCL CPO (R), Mumbai.
- 11.3 Subsequent call offs and schedule of supplies will be intimated by respective P&CS department at Refinery locations i.e. MR and KR.

12.0 Delivery of Material:-

- 12.1 Delivery Period: Bidder to quote shortest possible delivery period preferably not more than 2 weeks from the date of PO/call off.
- 12.2 Material shall be delivered strictly as per call off issued by Refinery.
- 12.3 Quality Certificate of each batch shall be submitted along with each supply.
- 12.4 The above quantities and schedule indicated are approximate quantities; the actual requirement will be intimated by Refinery.
- 12.5 Call off / schedule of delivery for a specified period will be given by Refinery and supply will be made as per agreed terms.
- 12.6 Test Certificate for physical and chemical properties and laboratory analysis, including purity is required to be submitted along with each supply.
- 12.7 In case of any problem in meeting the delivery schedule, the vendor will inform the same to the purchaser. If he decides to source the material from other manufacturer, then he will take consent from the purchaser and then only arrange the same from other sources at his cost.

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

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

Foreign Vendor – 100% payment will be released on submission of original documents directly to Owner (Telegraphic Transfer – TT) or through bank (Cash against documents – CAD) or through irrevocable letter of credit.

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

15.0 Price, Taxes, Freight Charges and other conditions.

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

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

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

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

16.0 General Points

- 16.1 Bidder shall confirm that the offer is strictly as per tender terms and conditions, deviations if any shall be clearly indicated in the deviation sheet only (Annexure F). The deviations indicated elsewhere may not be considered by BPCL.
- 16.2 The commercial terms offered by the bidder shall be firm, clear and specific as the tender will normally be finalized without seeking any clarification.
- 16.3 Bidder shall accept the contract for all items or part thereof (as applicable) without any precondition on minimum value of contract / call off. Offer with precondition on this is liable to be rejected.
- 16.4 Material is required to be delivered as per delivery schedule informed by Kochi Refinery and along with relevant Test Certificates and MSDS. Supply made without this may not be accepted by the receiving Refinery.
- 16.5 Bidder to confirm that during emergencies, supply shall be made at a short notice on priority.
- 16.6 Bidder to confirm that the material if rejected on account of poor quality shall be replaced free of cost.
- 16.7 BPCL reserves the right to accept or reject any tender in part or full, without assigning any reason whatsoever & also to give purchase preference to Public Enterprises, as admissible under the existing policies and guidelines of BPCL.
- 16.8 Any effort by bidder or bidder's agents, consultant or representative, howsoever described, to influence the owner in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 16.9 Offers & all correspondence must be in English language only.
- 16.10 Cutting / Correction: To the extent possible, the bids shall be submitted with NIL corrections. If unavoidable, bidders may make corrections, but should be duly signed by the Bidder's authorized signatory.
- 16.11 Rates quoted shall remain firm till the execution of the contract period and no claims for price escalation shall be entertained.
- 16.12 Items should be properly packed and sent, to avoid any damage to the consignment, as stipulated for handling of chemicals. As far as possible, environment friendly packing materials are to be used.
- 16.13 MSDS will be submitted along with Technical Bid (Un-priced Bid) and shall accompany the consignment dispatched through the transporters.

17.0 Bid Documents:

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

18.0 INSTRUCTIONS TO BIDDERS FOR E-TENDERING

- a) The bidder is requested to download the tender from BPCL's e-tendering website <https://bpclproc.in> & participate in the tender as per the instructions given above & herein, on or before the due date & time of the tender. The tender available on the BPCL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>.
- b) For registration on the e-tender site <https://bpclproc.in>, bidder needs to download the User Instruction Manual from the site & read it. They shall have to select "Register" and complete the "Bidder's Registration Form" by filling in all the information correctly. Kindly remember the login id (e-mail), password entered therein. After completing this process, system will generate an e-mail, click on the link and complete balance registration process.
- c) As a pre-requisite for participation in the tender, bidders are required to obtain a valid Digital Certificate of Class III and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the Bidder. In case any Bidder so desires, he may contact our e-procurement service provider M/s. E Procurement Technologies Limited (+91 9099090830, +91 7940016816) for obtaining the digital signature

certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents/fees. Non availability of Digital Certificate shall be considered as the bidder's regret.

- d) Corrigendum / amendment, if any, shall only be notified on the site <https://bpcleproc.in> and other two sites indicated above. In case any corrigendum / amendment is issued after the submission of the bid, then such Bidders who have submitted their bids, shall be intimated about the corrigendum/ amendment by a system-generated email. No written communication will be circulated. It shall be assumed that the information contained therein has been taken into account by the Bidder. They have the choice of making changes in their bid before the due date & time.
- e) Bidders are required to submit their bid online on or before the due date and time of closing of the tender as depicted in this document. Bidders shall have to log on to the website (<https://bpcleproc.in>) for submitting their bid. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date & time of the tender & no other time shall be taken into cognizance. Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the Bidder intends to change / revise the bid already entered, he may do so any number of times till the due date & time of submission deadline. However, no bid can be modified after the deadline for submission of bids. Once the entire process of submission of online bid is complete, the Bidders are required to go to option 'own bid view' through dashboard & take the print of the envelope receipt as a proof of submitted bid.
- f) Bids/Offer shall not be permitted in e-procurement system after the due date/time of tender. Hence, no bid can be submitted after the due date & time of submission has elapsed.
- g) No manual bids/ offers along with electronic bids/offers shall be permitted.
- h) Once the/ PQ Bid/ technical (or) un-priced bids are opened, bidders can see the list of Bidders who have participated in the bid by logging on to the portal under their user ID and password & clicking on "Other Bids" view. Subsequently, in case the price bids are opened in E Tendering platform, Bidders can see the rates quoted by all the participating bidders using the same option.
- i) No responsibility will be taken by BPCL and / or the e-procurement service provider for any delay due to connectivity & availability of website. They shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that Bidders who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date / time so that there is sufficient time available with him/ her to acquaint with all the steps & seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/time of the tender opening. The non availability of viewing before due date & time is true for e-tendering service provider as well as BPCL officials.

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

19.0 Special Conditions of tender for supply contracts overriding GPC:

1. Order of Precedence in General Purchase Conditions (GPC) for Purchases :

The order of precedence as applicable shall be specified in the GPC as follows:-

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

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

2. Limitation of Liability in General Purchase Conditions (GPC) for Goods Procurement :

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

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

- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect nor consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

3. Termination of convenience under GPC:

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

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

- a. To have any portion completed and delivered at the contract terms and prices
and / or
- b. To cancel the remainder and pay to the seller an agreed amount for partially completed goods and materials and parts previously procured by the seller.

4. Force Majeure Clause (Existing clause replaced with the new one- GPC)

Circumstances leading to force majeure

- (a) Act of terrorism;
- (b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or

the Contract.

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

• **Notification of Force Majeure**

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

• **Right of either party to terminate**

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

• **Payment in case of termination due to Force Majeure**

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

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

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

5. Warranty / Guarantee Period in Purchase Contracts (Changes to existing clause- GPC)

The current clause provides for warranty/guarantee period as under:-

- i. 12 months from the date of commissioning or 18 months from the date of supply for Goods/ Services, whichever is earlier.

In case the defect arises within the above mentioned period and the same is repaired / replaced, the warranty/guarantee for the repaired/replaced job/item will be extended suitably so as to cover the original warranty/guarantee. However, in no case, such extension will exceed 24 months from date of start of initial warranty/guarantee.

ANNEXURE – C

AGREED TERMS & CONDITIONS

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

Sr. No.	Tender Requirement	Bidder's confirmation / Acceptance / comments to be mentioned against each item
A	PQ Bid:	
1	Bidder to confirm that all document for PQ bid has been uploaded as per the list given in clause 5.2 of Annexure B above.	
B	Technical	
1	Confirm that the offer has been submitted strictly as per the enquiry.	
2	Bidder to confirm that the physical & chemical properties of the material have been indicated in their quotation.	
3	Confirm that there is no technical deviation and the specification of the product offered is same as per tender specification.	
4	Quality Commitment: Material supplied will meet the technical specification as agreed to.	
C	COMMERCIAL	
1	Confirm that you are meeting Pre-Qualification criteria and all the PQ documents have been verified by TPIA as per tender condition.	
2	Confirm that BPCL's Integrity pact is duly signed & submitted by you as per requirement.	
3	Indicate the quoted currency	
4	Indicate Country of Origin of goods offered	
5	Confirm that the prices are given strictly as per Price Schedule.	
6	Details of Packing of goods offered.	
7	For Indian Bidders: Indicate basis of quoted prices. (e.g. Ex-Works/ FOR Dispatch point / FOR Destination/ free delivery at site) For Ex – Works price please indicate place	
8	For Foreign Bidders: Confirm both FOB and CFR prices have been indicated in the offer, with gate way port of exit.	
9	Charges to shipping agencies shall be borne by the vendor, if order is placed on CFR basis.	
10	Confirm that the delivery of MDEA will be as per call off issued by Refinery.	

11	Confirm that the Prices shall be FIRM till complete execution of the order	
12	Confirmation that the quoted prices are valid for acceptance up to 120 days from the due date / extended due date of tender.	
13	On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended without any deviation including change in price.	
14	Bidder to confirm that during emergencies, supply shall be made at a short notice on priority.	
15	Bidder to confirm that the material if rejected on account of poor quality shall be replaced free of cost	
16	For Indian Bidders: Statutory variation in tax rate during contractual delivery period shall be to BPCL account. Any increase in the rate of tax beyond CDD shall be to vendor's account. Any increase in the rates of taxes beyond the contractual completion date or approved extended contractual completion date will be borne by BPCL. However, the benefit of any reduction must be passed on to BPCL.	
17	Prices quoted shall exclude transit insurance charges as the same shall be arranged by BPCL.	
18	For Indian Bidders: Confirm that all Bank charges and Stamp Duties shall be borne by the bidder.	
19	For Foreign Bidders: Confirm that all taxes, duties & levies of any kind up to port of shipment shall be borne by vendor.	
20	Confirm acceptance of all points of BPCL's General Purchase Conditions' (GPC).	
21	In case of deviation / reservations etc, to BPCL's and & tender conditions, confirm that the same has been given in separate Deviation sheet as desired and deviations / reservations / notes / comments etc., given elsewhere in the offer shall not be considered.	
22	Confirm acceptance of part order without any stipulation of minimum order value / quantity.	
23	Confirm acceptance of repeat purchase order with the same rate & terms & conditions within contract period.	
24	Acceptance to price reduction for delay in delivery beyond contractually agreed schedule @ ½% of undelivered order value per week of delay or part thereof, subject to a ceiling of 5% of total order value as per BPCL's GPC.	

25	<p>Payment term: Indian Bidder - 100% within 30 days from receipt and acceptance of material at site.</p> <p>Foreign Vendor – 100% payment will be released on submission of original documents directly to Owner (Telegraphic Transfer – TT) or through bank (Cash against documents – CAD) or through irrevocable letter of credit.</p>	
26	Performance Bank Guarantee (PBG) :	Not applicable.
27	Indicate relationship with any of our Directors.	
28	Please confirm you have filed declaration in Holiday Listing attachment. In case you have been banned or delisted by any Government or Quasi Government agencies or PSUs, this should be clearly stated in the declaration. If this declaration is not furnished, the bid shall be rejected as non-responsive.	
29	<p>You are requested to furnish the following information for e-payment:</p> <p>Name of the bidder/contractor party</p> <p>Account No. of the party</p> <p>Bank & Branch Name where the above account is maintained</p> <p>Type of account (current/saving/cash credit A/c)</p> <p>Branch code of the above bank branch</p> <p>IFSC code / MICR code of the above branch.</p>	
30	<p>For Indian Bidders:</p> <p>If the items are covered under DGS&D rate contract, confirm that a copy of rate contract is enclosed with your offer.</p>	
31	In terms of Section 8 of The Micro, Small & Medium Enterprises Development Act (MSMEDA), 2006 , eligible bidders is requested to submit a copy of the relevant memorandum/ notification issued by authority notified by the State Government or Central Government and by medium enterprises with the authority notified by the Central Government, i.e., General Manager, District Industries Centre or any District Level Officer of equivalent rank in the Directorate or the Department dealing with micro, small & medium enterprises of the State Government or the Union Territory Administration., along with the offer for availing the privileges.	

32	For Foreign Bidders: Direct offer without the intermediary of an Indian Agent only will be considered.	
34	The Vendor to ensure that Handling, Use & Disposal of product supplied by them shall not have any adverse effect on Safety, Environment & Health of the flora & fauna. Otherwise Vendor to furnish the conditions & precautions to be adopted.	
35	The vendor shall comply with all Safety requirements as indicated / informed by Engineer I/C before and while carrying out the unloading activity.	
36	EMD EMD amount paid DD No. and Date / BG details (as the case may be) Exempted from making EMD payment – Reason Documents in support of Exemption	
37	Packing Details (tanker capacity)	
38	Referred holiday listing policy of BPCL	
39	I have downloaded the tender document from the site indicated in the tender and have taken print out of the same for submission. I hereby declare that no terms and conditions / wordings / sentences have been changed or modified by me in the tender document at the time of submission of the tender.	
40	Bidders to confirm that they have read and understood Purchase preference policy for local content (PPLC) attached separately and submitted necessary documents for availing the benefits if any.	

Name, Signature & Seal

Place & Date

ANNEXURE – D

TECHNICAL SPECIFICATIONS & SCOPE OF WORK - METHYL DI ETHANOL AMINE (MDEA)

Technical Specification of MDEA for Amine treatment unit

S No.	Properties	Specification
1	CAS No	105-59-9
2	Purity min (wt %)	99
3	Water content max (wt %)	0.5
4	Appearance	Clear Liquid
5	Color (Pt-co) max	150
6	Specific gravity at 20 deg C	1.038- 1.044
7	Water solubility	Complete
8	Boiling point at 760 mm Hg (deg C)	247-248
9	Freezing point (deg C)	(-) 21

Total quantity of the MDEA chemical to be supplied shall be 1400 MT in SS tankers for KR in parts on call off basis over the period of two years. The MDEA is to be supplied preferably within 2 weeks from the date of call off.

1. MDEA has to be supplied in SS tankers for KR in parts on call off basis over the period of two years.
2. The supplied chemical must be fresh supply.
3. The supplied chemical shall have minimum 2 year of shelf life after receipt at the site.
4. Bidder will be liable to replace the unspent quantity of the material, without any cost to the owner, if the technical characteristics (as mentioned above) get degraded during the entire shelf life.
5. Provide Quality test certificates and Material Safety Data Sheet along with your offer. Documents in support of the same should be submitted with the unpriced bid.
6. In case of any problem with circulation of MDEA, the vendor shall provide support at site free of cost.
7. The chemical will be tested at BPCL Laboratory and if any variation is found, BPCL will have the right to reject the material.

8. Vendor to ensure that Handling, Use and Disposal of product supplied by them shall not have any adverse effect of Safety, Environment and Health of the flora and fauna. Vendor shall provide documents specifying the conditions / precautions to be taken while handling, disposing off the material.

9. Hold up MDEA sample from system need to be analyzed once every month for all critical parameters and required suggestions/ recommendation to be provided.

10. Sample has to be collected by the bidder from BPCL KR Lab on 2nd week of every month. Non acceptance of this clause will be treated as rejection.

11. One sample per Amine system per month to be considered for BPCLKR.(Total Samples for KR is 3 nos per month) Following list of test to be performed: a. Appearance and color: Digital color instruments or equivalent method can be used. b. Amine concentration (wt %): Simple acid base titration using Methyl red indicator (Auto titrations can also be used) or equivalent method. c. % of Amine and Degradation products by GC with capillary columns like RTX amine column 30 meter length with required standards or equivalent. d. Acid gas loading (H₂S and CO₂) e. Heat stable salts content as wt% amine (total /inorganic etc): first determine all the metal ions by ICP or AAS and then anions by ion chromatography or equivalent method can be used. f. Foam test (foam height in ml/ break time in second) g. Ph by ph meter. h. Metals in ppm (sodium/potassium/iron/calcium/ chromium/ nickel/ copper etc and acceptable limit) by (AAS) i. Anions by ion chromatography in ppm (Formate/ Acetate/ Oxalate/ Sulphate/ Chloride/ Thiosulphate/ Thiocyanate etc)

Locations- KR: SRU1, SRU2, SRU3

PRICE SCHEDULE

Price schedule for Indian bidders.

QUOTATION FOR SUPPLY OF METHYL DI ETHANOL AMINE

Bidder offer ref. no.: _____

Date: _____

From: _____

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

SUBJECT: SUPPLY OF METHYL DI ETHANOL AMINE TO BPCL'S KOCHI REFINERY

This has reference to your above CRFQ 1000329198 for the supply of MDEA for BPCL's KR

We are pleased to submit our offer as detailed below:

Description	Quantity MT	Unit Price, Rs. Per MT
MDEA for KR (In tanker)	1400	Quoted / Not Quoted
Freight Per MT		Quoted / Not Quoted
HSN Code- _____		Invoice location- _____
IGST % CGST % SGST %		
Delivery (Place of Despatch)		Ex -
Delivery Period		
Prices quoted are valid for		120 days / As per Tender / _____

Price shall remain firm till end of contract.	Yes / No
Accept Delayed Delivery Clause as per our General Purchase Conditions.	Yes / No
Packing Details (Indicate Tanker size/capacity for KR)	
Destination	BPCL Kochi Refinery
Validity of the Offer	
Payment term is acceptable	YES / NO

We have gone through the details of the Terms & Conditions of BPCL for this tender and we agree to abide by the same.

Name, Signature & Seal

Place & Date

ANNEXURE E2

PRICE SCHEDULE

Price schedule for foreign bidders.

QUOTATION FOR SUPPLY OF METHYL DI ETHANOL AMINE

Bidder offer ref. no.: _____

Date: _____

From: _____

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

SUBJECT: SUPPLY OF METHYL DI ETHANOL AMINE TO BPCL'S KOCHI REFINERY

This has reference to your above CRFQ 1000329198 for the supply of MDEA for KR.

Currency: USD/ EURO

We are pleased to submit our offer as detailed below:

Description	Quantity MT	Unit Price, USD or EURO per MT
MDEA for KR (In tanker)	1400	Quoted / Not Quoted
Ocean Freight, up to Kochi Port – per MT	Quoted / Not Quoted	
Transit Insurance	Will be arranged by BPCL	
HSN code		
Port of Despatch		
Delivery Period		
Validity of Offer		
Payment Terms		

Delayed Delivery Clause	Acceptable / Not Acceptable
Performance Bank Guarantee	Not applicable
Packing Details	
EMD Details	

Order will be placed on CFR basis.

We have gone through the details of the Terms & Conditions of BPCL for this tender and we agree to abide by the same.

For and on behalf of

Signature & Seal

Date_____;

Place_____

Signature & Seal of the Bidder

ANNEXURE – F

LIST OF DEVIATIONS TO THE TENDER DOCUMENT

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

Name, Signature & Seal

Place & Date



ANNEXURE – G

PROFORMA OF DECLARATION OF BLACKLISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm

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

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

In the case of Company

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

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

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

Name, Signature & Seal

Place & Date

Annexure – H

FORMAT FOR BIDDER'S INFORMATION

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

	Address of Factory:	
	GST registration details	
11	In case bidder is a Dealer / Trader / Service provider for items under reference:	
	GST registration details	
12	CONTACT PERSON's DETAILS:	
	Name & Designation	
	E-mail id	
	Telephone No.- Landline	
	Mobile Number.	
	Fax number	
13	Average Annual Turnover of the business	
14	Whether the bidder falls under the category of Micro & Small Enterprises (MSE) as per the MSME Policy of Govt. of India. If YES, whether proof for the same enclosed with the bid?	

Name, Signature & Seal

Place & Date

General Purchase Conditions: BPCL

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

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1. DEFINITIONS:

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

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

2. REFERENCE FOR DOCUMENTATION:

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

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

4. LANGUAGE:

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

5. Price:

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

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

6. TAXES AND DUTIES:

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

6.1. EXCISE DUTY

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

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

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

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

6.2. SALES TAX/VAT/GST:

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

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

6.3 Service tax:

All vendors shall have service tax registration wherever applicable. BPCL may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall

submit the TAX invoice. Vendor is required to furnish serially numbered & signed invoice/bill/challan containing the following details:

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

6.4 FREIGHT & OCTROI:

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

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

6.5. NEW STATUTORY LEVIES :

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

6.6 Variation in Taxes/Duties

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

7. INSPECTION :

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

7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ULIPL/RITES LTD/ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.

7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant Standards/scope of inspection provided alongwith the Tender Enquiry/Purchase Order.

7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/inspections; BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.

7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components & other inputs are

supplied strictly to conform & comply with all the requirements of the Contract at all stages, whether during manufacture & fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, & during the defect liability period. The inspections & tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts & components comply with the requirements of the Contract. The Vendor's responsibility shall also not be 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 & inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. SHIPPING:

8.1 SEA SHIPMENT:

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

The bills of lading should be made out in favour of 'Bharat Petroleum Corporation Ltd; or order'. All columns in the body of the Bill of Lading namely marks & nos. material description, weight particulars etc., should be uniform and accurate & such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount etc. clearly & separately. The net total freight payable shall be shown at the bottom.

SHIPPING DOCUMENTS :

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Government of India

Consignee: Bharat Petroleum Corporation Ltd.

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

8.2 AIRSHIPMENT:

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

TRANSMISSION OF SHIPPING DOCUMENTS :

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

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

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

9. INDIAN AGENT COMMISSION:
Any offer through Indian agents will be considered only after authorization mentioning them as Indian agents, is received from Vendor. Indian agents commission if applicable will be payable only in Indian currency. Indian agents should be registered with Directorate General of Supplies & Disposals, Government of India & agency commission will be payable only after registration with DGS&D, New Delhi.
10. ORDER AWARD/EVALUATION CRITERIA:
Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, Excise Duty, Sales Tax, Freight, Inspection, Octroi, Supervision of Installation & Commissioning & other taxes & levies, loading etc, if any, reduced by cenvat/vat credit as applicable.
11. CONFIRMATION OF ORDER :
The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.
12. PAYMENT TERMS:
- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt & acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.
- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name & contact details of whom are given in PO) & payments for despatches will be made by the originator of Purchase Order:
- a) Invoice
 - b) Excise invoice
 - c) The Lorry Receipt of the consignment
 - d) Packing list for the consignment
 - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
 - f) Manufacturers Test/Composition Certificate, wherever applicable
 - g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
 - h) Guarantee/Warranty Certificate(s), wherever applicable.
 - i) Original Receipt for Octroi/other statutory levies as applicable.
 - j) Performance Bank Guarantee as applicable.
13. GUARANTEE/WARRANTY:
- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship & design for a period of 12 months from the date of commissioning or 18 months from the date of

dispatch whichever is earlier. Warranty for replacement of material/accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.

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

14. PERFORMANCE BANK GUARANTEE:

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

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

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

Branches of Indian scheduled banks operating in their Country.

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

Indian branches of foreign banks.

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

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

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

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

15. PACKING & MARKING:

15.1 PACKING:

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

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

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

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

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

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

15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations & tariff of all cognizant Government Authorities & other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous & to identify each material by its proper commodity name & its hazardous material class code.

15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/equipment while lifting.

15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths & the weight shall be within the breaking strength of the securing wire or strapping.

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

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

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

- 15.1.12 Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.
- 15.1.13 Pipes shall be packed as under:
- a. Upto 50mm NB in wooden cases/crates.
 - b. Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
 - c. Above 100mm NB in loose.
- 15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.

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

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

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

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

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

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

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

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

15.2. MARKING:

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

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

15.3 Imported items:

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

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

From :

To : Bharat Petroleum Corpn. Ltd.

(With detailed address as given in Special Purchase Conditions)

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

NOTE:

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

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

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

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

16. DELIVERY:

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

17. UNLOADING & STACKING:

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

18. TRANSIT INSURANCE:

Unless otherwise mentioned,

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

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

19 VALIDITY OF OFFER:

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

20. DELIVERY DATES & PRICE REDUCTION SCHEDULE:

- 20.1. The time & date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay & of the steps being taken by the Vendor to remove or reduce the anticipated delay, & shall promptly keep BPCL informed of all subsequent developments.
- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:

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

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

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

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by vendors regarding readiness of the goods for the shipment shall be considered for

calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis / FCA (Free on Carrier) basis.

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

21. RISK PURCHASE CLAUSE:

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

22. FORCE MAJEURE CLAUSE:

(A) Definition: The term "Force Majeure" means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor's reasonable control & were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable & Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause: the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster; fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion; epidemic, plague or quarantine; air crash, shipwreck, or train wreck; acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power; radioactive contamination or ionizing radiation;

(B) Notice & Reporting:

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

(a) reasonably full particulars of the event or circumstance of Force Majeure & the extent to which any obligation will be prevented or delayed;

(b) such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and

(c) all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.

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

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

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

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

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

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

(E) Force Majeure Events Exceeding 60 Days

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

23. ARBITRATION CLAUSE :

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

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

- 23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation & may be Share holder of the Corporation.
- 23.4. The award of the Arbitrator so appointed shall be final, conclusive & binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration & Conciliation Act, 1996 or any other enactment in replacement thereof.
- 23.5. The language of the proceedings will be in English & the place of proceedings will be Mumbai.
- 23.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement & any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone. (legal)

24. INTEGRITY PACT (IP) :

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

25. RECOVERY OF SUMS DUE :

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

26. CONFIDENTIALITY OF TECHNICAL INFORMATION :

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

27. PATENTS & ROYALTIES:

The vendor shall fully indemnify BPCL & users of materials specified herein/supplied at all times, against any action, claim or demand, costs & expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any materials supplied or any arrangement, system or method of using, fixing or working used by the vendor. In the event of any claim or demand being made or action sought against BPCL in respect of any of the aforesaid matter, the vendor shall be notified thereof immediately & the vendor shall at his/its

own expense with (if necessary) the assistance of BPCL (whose all expense shall be reimbursed by the vendor) conduct all negotiations for the settlement of the same &/or litigation which may arise thereof.

28. LIABILITY CLAUSE :

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

29. COMPLIANCE OF REGULATIONS :

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

30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

31. NON-WAIVER :

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

of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of this agreement by BPCL shall not be considered as a continuous waiver or waiver for other condition by BPCL.

32. NEW & UNUSED MATERIAL:

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

33. PURCHASE PREFERENCE CLAUSE:

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

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

34. CANCELLATION:

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

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

34.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

36. ASSIGNMENT

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

37. GOVERNING LAW

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

38. AMENDMENT

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

39. SPECIAL PURCHASE CONDITIONS

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

40. NOTICES

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

Vendor

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

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

To,
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

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

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

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

The Company shall be at liability without reference to the Bank & without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations &/or liabilities under or in connection with the said supply contract & to vary the terms vis a vis the vendor of the said supply contract or to grant time &/or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the

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

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

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

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

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

BHARAT PETROLEUM CORPORATION LIMITED

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 Methyl Di Ethanol Amine (MDEA) to BPCL Kochi Refinery**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion

in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder / Contractor / Supplier

- 1) The Bidder / Contractor / Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder / Contractor / Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder / Contractor / Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor / Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder / Contractor / Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e) The Bidder / Supplier / Contractor shall make sure that the terms of this Integrity pact are also adopted by its Sub-Contractors / Sub -Sub-Contractors, etc., if any and submit such adoption confirmation proof to the Principal.
- 2) The Bidder / Contractor / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

- 1) If the Bidder/Contractor/Supplier 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 process. 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 CVC has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- 3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/Subcontractor with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- 6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

- 7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 - Other provisions

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

.....

.....

For the Principal

For the Bidder/ Contractor/Supplier

Rajendra V. Deodhar,

Place: Mumbai

Witness 1:

(Signature/Name/Address)

Date: 19.04.2019

Witness 2:

(Signature/Name/Address)

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

To,

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

Dear Sir,

M/s. _____ have taken tender for supply of _____ for Bharat Petroleum Corporation Limited. The tender conditions of contract provide that the bidder shall pay a sum of Rs. _____ (Rupees _____) as earnest money deposit / initial / full security deposit in the form therein mentioned. The form of payment of earnest money / security deposit includes guarantee executed by Schedule "A" Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Limited in case of default.

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

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

_____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____). Our guarantees shall remain in force until _____ unless a suit or action to enforce a claim under _____ Guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favor under memorandum and articles of association and undersigned has full power to do under the Power of Attorney dated _____ granted to him/her by the Bank.

Yours faithfully,

_____ Bank by its constituted attorney

Sign on behalf of Bank

(Signature of the person duly authorized to sign on behalf of the Bank)

Name, Signature and seal of Bank

ANNEXURE L

PRE QUALIFICATION CRITERIA**1. Technical Criteria:**

- 1.1 The bidder shall be a Manufacturer/Supplier of Methyl Di Ethanol Amine (MDEA).
- 1.2 In case bidder is not a manufacturer of MDEA, the source i.e. the details of the manufacturer (one and/or more) from whom the product is sourced to be clearly indicated by the bidder.
- 1.3 If the bidder is an authorized dealer of reputed manufacturer, then the dealership should be valid on the date of bidder's offer.
- 1.4 The Bidder should have supplied 210 MT of MDEA to any Refinery/Industry within 12 consecutive months in last 36 months or 700 MT in last 36 months from bid due date/extended due date.

The bidder shall necessarily provide documentary evidence such as purchase order copy / letter from a buyer's representative, invoice copies in order to support the above claim.

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

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

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

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

2. Financial Criteria:

- 2.1 The average annual turnover of the bidder during the immediately preceding three financial years should not be less than Rs. 2.68 Cr or USD 386,205 or EURO 343,250. Any foreign currency other than USD/EURO shall be converted as per SBI TT selling rate one day before bid opening date or latest available rate before bid opening date.
- 2.2 The bidder's net worth as per latest audited balance sheet should be positive.

The above confirmation (point no. 3.5 and 3.6) should be supported by audited Profit and Loss statements and Balance sheets for the last three financial years ending on March 2019. Foreign bidders for whom financial year is equivalent to calendar year may submit above documents for last 3 years ending on Dec 2018.

Further, for bidders who have not finalized their books of account for the latest financial year 2018-19, evaluation of these criteria would be done for the immediately preceding financial year ending March 2018 (For Indian bidders) or Dec 2017 (For foreign bidders) for which the books of account have been finalized.

3. Earnest Money Deposit (EMD)

The bidders will be asked to submit Earnest Money of Rs. 7,50,000.00 (Seven Lacs and fifty thousand) or US\$ 10,775 (Ten thousand seven hundred and seventy five dollars).

4. Holiday Listing

Bidders serving holiday listing order issued (as on PQ bid opening date) by BPCL, MOP&NG or any other Oil PSEs would not get qualified in this tender.

A declaration to be submitted by bidder indicating that they are not on holiday list by BPCL / MOP&NG or any other Oil PSEs as on due date of bid submission anywhere in the country. Offers not accompanied with such declaration shall make the bidders liable for rejection. Any wrong declaration in this context shall make the bidders liable for action under the Holiday Listing procedure."

5. Integrity Pact

Bidders shall submit Integrity Pact duly signed by witnesses and stamped as a part of PQ bid failing which the offer will be liable for rejection.

Foreign bidders are requested to refer (**Annexure I of PQC**) for fulfilling requirement of certification of copies of documents to be submitted along with PQ bid.

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

Annexure I of PQC

PQ documents to be submitted by Foreign Bidders for fulfilling Pre Qualification Criteria

Submission of authentic documents is the prime responsibility of the bidder. Wherever BPCL has concern or apprehensions regarding the authenticity/correctness of any document, BPCL reserve the right to get the documents cross-verified from the document issuing authority.

All documents furnished by the Bidder in support of meeting the BQC shall be signed and stamped by the bid signatory and shall be:

EITHER

“Duly certified by Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee / Director and not having any interest in the bidder’s company) where audited accounts are not mandatory as per law (in line with the present system)”

OR

“Bidder shall submit documents duly notarized by any notary public in the bidder’s country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/ High Commission in Bidder’s country.”

OR

“Bidder shall submit self-certified documents in original from any one out of CEO or CFO or Company Secretary of the bidder (Limited company only) along with Self-Certification as per Form - “A” appended below. This option shall not be applicable to Proprietorship/Partnership firms.”

Requirement of above certification shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.

In the event of submission of any document/ certificate by the bidder in a language other than English, the bidder shall get the same translated into English and submit the same after getting the translation duly authenticated by local Chamber of Commerce of bidder’s country.”

All the certified documentation against BQC shall be uploaded by the bidder on BPCL e-tendering website along with the e-bid.

Bidder should ensure submission of complete information/documentation in the first instance itself, in support of their fulfilling the qualification/eligibility criteria. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid.

Form-A

SELF-CERTIFICATION

I, _____ S/o/D/o of _____, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company

_____ having its registered office at _____ certify that all the details including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference _____ against your Enquiry document _____, are true, authentic, genuine and exact copy of its original.

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

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

DECLARATION

I, _____ S/o/D/o of _____, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company _____ having its registered office at _____ with reference to our bid _____ against your Enquiry document _____, declare that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and BPCL has every right to take action against me and my company, as deemed fit as per provisions of the bidding documents including BPCL’s right to put our company on Holiday/Black list for future business with BPCL.

Specimen Signature of authorized representative

Signature & Seal

Submission of documents for fulfilling the PQ criteria

Requirement regarding POC documents (for Indian bidders only):

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

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

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

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

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

Undertaking from Vendor:

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

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

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

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

Authorised signatory

Format for Undertaking from TPIA
(On TPIA letter head duly stamped & signed)

Ref.: _____

Date : _____

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

Dear Sir,

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

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

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

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

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

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

(Seal of the Company) / Date