



CERTIFICATE NO
BN22530/21306



BHARAT PETROLEUM CORPORATION LIMITED

**CENTRAL PROCUREMENT ORGANISATION (MKTG)
(ACCREDITED WITH ISO 9001: 2015)**

“DOMESTIC OPEN TENDER”

**“TENDER FOR WAREHOUSING OPERATOR AT FAZALGANJ LUBES DEPOT FOR CONTRACT PERIOD OF 1
YEAR”**

GEM TENDER: GEM/2025/B/6733533
PRE-BID MEETING: 14.10.2025 @ 11:00 HRS
TENDER DUE ON: 29.10.2025 @ 15:00 HRS

‘A’ INSTALLATION, SEWREE FORT ROAD SEWREE (E), MUMBAI – 400015

Name	Designation	Mobile Number	Email ID
Mr. Praveen Kumar	Sr. Mgr Procurement	9425394020	praveenkumar002@bharatpetroleum.in
Mr. Kamlesh Choudhary	Procurement Leader	9102011419	choudharyk@bharatpetroleum.in
Mr. Sushant Rout	DGM, SCM (Lubes)	7506011418	susantar@bharatpetroleum.in

Dear Sir/Madam,

SUBJECT: NOTICE INVITING TENDER (NIT)

NAME OF JOB: "TENDER FOR WAREHOUSING OPERATOR AT FAZALGANJ LUBES DEPOT FOR CONTRACT PERIOD OF 1 YEAR"

1. You are invited to submit your offer as E-bids in two-part (techno - commercial and Price Bid) for the above work on the terms and conditions contained in this tender document.
2. The summary of year wise estimate annual volumes for sales. The projected sales volumes ex Fazalganj Depot for next 1 year. Estimated requirements given below are indicative figures only and it is not binding on BPCL in any way to guarantee these figures.
3. **EMD:** Bidder shall submit an interest free Earnest Money Deposit (EMD) in the form of Electronic Funds Transfer for Net amount of INR **1,00,000.00 (Rupees One Lakh Only)** in favor of M/s Bharat Petroleum Corporation Limited payable at Mumbai in following bank account.

Beneficiary's Name	Bharat Petroleum Corporation Limited
Beneficiary's Bank Name	Standard Chartered Bank
Beneficiary's Branch Name	Fort Branch, Mumbai
Beneficiary's Account Number	22205020131
IFSC CODE	SCBL0036001

4. **Pre-Bid Meeting** for the tender will be held on 14.10.2025 commencing at 11:00 Hrs IST over a Video conference / calling. Parties desiring to attend the pre-bid meeting through Video Conference on MS teams - [Click Here](#) to join.
5. **STRUCTURE OF THE TENDER:** It is a TWO-PART-BID E-Tender, having Techno-Commercial and Price Bids. Please visit the GeM website for online participating in this tender and submitting bid. The Tender consists of the following Attachments and Forms. Bidders have to carefully study the same for easy participation:

1	INSTRUCTIONS TO BIDDER FOR DOMESTIC TENDERS	Annexure I
2	SPECIAL CONDITION OF CONTRACT	Annexure II
3	BID QUALIFICATION CRITERIA	Annexure III
4	DECLARATION FORMATS	Annexure A - K
5	SCOPE OF WORK & TECHNICAL REQUIREMENTS	Annexure IV

6. TENDER DETAILS

Sr. no.	Description	Applicable Clauses
5.1	Type of Job – Service / Works Contract	Service Contract
5.2	Divisibility of the tender – Divisible / Non - Divisible	Non - Divisible
5.3	Purchase Preference (MSE) Applicable / Not Applicable	Applicable
5.4	Preference to Make in India, (PPP-MII) Applicable /Not Applicable	Applicable
5.5	Relaxation in BQC for MSE's Applicable / Not Applicable	Applicable

7. TECHNICAL BID

- a. Bidders have to submit all documents as per details covered in the Annexures of this document.
- b. BPCL team may visit vendor's manufacturing plant to authenticate the technical parameters covered under Bid Qualification Criteria.
- c. Successful bidders who qualify the Bid Qualification Criteria will only be considered for further technical and commercial evaluation.
- d. Bids submitted by a bidder shall be rejected in case BPCL observes any deviation from the declaration given by the bidder or if the requisite documents are not submitted as per bid qualification criteria.

8. PRICE BID: The price bids shall be opened only for those bidders who meet bid qualification criteria (BQC) and found technically qualified.

9. The bids received till closing date & time will be opened only through the GeM portal.

10. BPCL reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw/ cancel / modify this tender without assigning any reason whatsoever.

Thanking you,
Yours faithfully,

For Bharat Petroleum Corporation
sd/-

Mr. Kamlesh Choudhary
Procurement Leader - CPO (Mktg.)

INSTRUCTIONS TO BIDDER FOR DOMESTIC TENDERS

(17.07.2025)

1. Competitive offers are invited in Two-Part Bid - Bid Qualification Cum Techno Commercial Bid and Price Bid from eligible bidders.
2. Successful bidders will be issued LOA by CPO (Mktg.).
3. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Bidders are requested to carefully study all the documents / annexures and understand the conditions, specifications, drawings, corrigendum etc. before submitting the tender and quoting the rates. In case of doubt, written queries should be raised within 7 days in case of limited tenders and 14 days in case of open tenders from the date of publication of the tender. However this shall not be a justification for request for extension of due date for submission of bids.

4. REFERENCE FOR DOCUMENTATION:

- 4.1. The number and date of Collective Request for Quotation (CRFQ) & E- Tender Number / GeM Tender Number must appear on all correspondence before finalization of Rate Contract / Purchase Order.
- 4.2. After finalization of Contract / Purchase Order, the number and date of Contract / Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.

5. LANGUAGE OF BID:

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

6. INTEGRITY PACT (IP): (Applicable for all tenders of value above Rs.10.0 Crore)

Integrity Pact is a pact between BPCL (as a purchaser) on one hand and the bidder on the other hand stating that the two parties are committed to each other in regard to ensuring transparency and fair dealings in this procurement activity. Bidders shall have to essentially sign this pact, for participating in this tender, as per the pro-forma given in the tender. The salient features of this programme:

- 6.1. Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP Document duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
7. All documents attached with the Bid Qualification Cum Techno Commercial Bid, price bid and all corrigendum issued shall form the part of the tender. Bid Qualification criteria documents, techno-Commercial bid and the price bid will be submitted online. Bidders are required to refer to the list of Documents sought by BPCL for meeting the Bid qualification Criteria of the tender.

Note: - BQC is applicable only for open tender or where specifically mentioned in limited tender.

8. For tenders submitted on BPCL e-procurement portal, the bid shall be required to be digitally signed with a class III or above digital signature by the authorized signatory.

Bidders submission of tender with their digital signature (for tenders submitted on BPCL e-procurement portal) shall be considered as token of having read, understood and acceptance of all the terms and conditions of the tender.

9. EARNEST MONEY DEPOSIT: EMD may be submitted in form of e-BG or NEFT/RTGS transfer to BPCL Account or Bank Guarantee* (as per format in GCC) or / OR Insurance Surety Bond (as per format in GCC).

9.1. If bidders intend to submit EMD in the form of Bank Guarantee (BG), it is recommended to ask your bank to issue e-BG. e-BG should be generated on or before the due date & time of the tender. Copy of e-BG should be uploaded along with bid against the tender on e-Procurement website.

Details required for e-BG are:

Vendor should ensure the following for issue of E- Bank guarantee:

- The issuing bank is on SFMS platform
- SFMS Message type used is 760 COV
- For BG amendment, message type 767COV is to be used.
- SFMS contains following details:

Beneficiary's bank name: ICICI Bank
IFSC Code: ICIC0000393
BPCL'S Customer ID: BPCL583493800

Details of BPCL required for e-Bank Guarantee (e-BG) is given below:

Name	BHARAT PETROLEUM CORPORATION LIMITED
UIN / PAN	AAACB2902M
Legal Constitution of the Party	COMPANY
Date of Incorporation	1952-11-03
Email ID	sawantshyam@bharatpetroleum.in
Contact No.	9892949644
Registered Address	BHARAT BHAVAN, 4 AND 6 CURRIMBHOY ROAD, BALLARD ESTATE, MUMBAI, MAHARASHTRA- 400001
Registered Pin	400001
Communication Address	BHARAT PETROLEUM CORPORATION LTD. BUSINESS PROCESS EXCELLENCE CENTRE (BPEC) BPCL OFFICE COMPLEX, PLOT NO. 6, SECTOR - 2, KHARGHAR, NEW MUMBAI, MAHARASHTRA- 410210
Communication Pin	410210

9.2. NEFT/RTGS to be provided for an amount mentioned in BQC/Tender Enquiry to the beneficiary as detailed below:

Beneficiary's Name: Bharat Petroleum Corporation Limited
Bank Name: Standard Chartered Bank, Fort Branch
A/c No.: 22205020131
IFSC CODE: SCBL0036001

- 9.3. Bidders may also submit the EMD bank guarantee in physical form if their Bank is not in position to issue e-Bank Guarantee. For this, a letter or an email from the bank shall be provided to BPCL for acceptance of physical BG. The BG should be submitted in a sealed envelope addressed to Procurement Leader, Gr-06, boldly super-scribed on the outer cover -

Tender No.:

Tender Title (Name of Work):

Closing Date / Time:

Name of the Bidder:

Physical EMD BG should be sent by Registered Post/Courier to the following address so as to reach on or before the due date & time of the tender:

CENTRAL PROCUREMENT ORGANIZATION (CPO)- Mktg.,
BHARAT PETROLEUM CORPORATION LIMITED
'A' INSTALLATION,
SEWREE FORT ROAD,
SEWREE, MUMBAI-400015

- 9.4. BPCL will not be responsible for non-receipt of EMD/instrument(s) due to postal delay/loss in transit etc.
- 9.5. Demand Draft, Cheques, cash, Money Orders, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.
- 9.6. Bid received without the EMD is liable to be rejected.
- 9.7. Bidders registered with BPCL shall also submit the EMD as mentioned above.
- 9.8. Exemption of EMD would be in line with policy of Govt. of India for MSE vendors.
- 9.9. For GEM tender EMD exemption shall be as per GeM EMD Exemption clause detailed in GTC (General Terms and Conditions of GeM portal).

10. DOCUMENTS TO BE SUBMITTED BY BIDDER:

Bidder shall furnish the necessary documents as per tender conditions along with the bid. In the absence of such documents, BPCL reserve the right to reject the Bid without making any reference to the bidder or assigning any reason whatsoever.

In case of Open tender floated on BPCL e-Proc / GeM platform, Bidder shall submit the following documents as per Bid Qualification Criteria (BQC), Technical and Techno-commercial requirement of tender:

Documents required for Technical Criteria of BQC:

Bidder (as defined in the Bid Qualification Criteria) shall submit the required documents as per

technical criteria of BQC.

10.1. Technical Criteria - [FOR WORKS / SERVICE TENDERS]:

Document required:

- 10.1.1. Signed Agreement/PO copy/Work order/LOI or any other valid document which shows value of awarded works. The work order for similar work(s) shall be in the name of the bidder. In case of combined works, ***TPIA verified calculations of bifurcated cost*** towards the similar work is to be submitted. The orders executed in foreign currency shall be converted into INR based on financial benchmarks India Private Limited exchange rate on the date on which the order was placed.
- 10.1.2. Completion Certificate/Final Bill certified by the client or any other document which conclusively proves completion of the awarded work. This document shall clearly mention Name of the client, Name of the job, Work Order / Purchase order / LOA No. and date, Value of Completed work, and Date of completion of work.
- 10.1.3. Any additional document required as mentioned in the Bid qualification Criteria.
- 10.1.4. All documents must be in the name of bidder / or as mentioned in the Bid Qualification Criteria
- 10.1.5. For long term/ongoing contracts the value of work **completed/executed (as mentioned in Bid Qualification Criteria)** and paid against the contract till the last day of the month previous to the one in which tender is invited shall be considered for similar work value.
- 10.1.6. In **case bidder is a sub – contractor**, the following documents are additionally required:
 - Written consent of the owner to sub-contract for execution of works
 - Agreement executed /documents issued by contractor
 - Completion certificate issued by the contractor to the sub – contractor
 - Completion certificate issued by the owner to the contractor/sub-contractor

10.2. Technical Criteria- [FOR GOODS TENDERS]:

10.2.1. **Manufacturing Capability:**

Document required:

In case only OEM (Original Equipment Manufacturer) is allowed to participate:

- Factory License OR Pollution Control Board certificate OR NSIC certificate OR any other Statutory document clearly indicating that bidder is Manufacturer of the tendered item.
- The documents/licenses as per above shall specify the manufacturing range OR shall indicate that the bidder is a manufacturer of the tendered item. In case, the tender item details are not mentioned in the above documents, a certificate from TPIA (after factory inspection, **post floating of the tender**) stating that Bidder is a manufacturer of the tendered item be submitted. For this purpose bidder shall engage a TPIA who is registered under “NABCB accredited bodies as per requirement of ISO/IEC17020 as Type A” in QCI NABCB.

In case the tender allows participation of an Authorized Channel Partner AND/OR Authorized Agent AND/OR Dealer AND/OR Authorized Distributor:

- The bidder can use the credentials of the Principal (Manufacturer) only for the Technical Criteria (i.e. Manufacturing Capability and / or Supplying Capability stipulated in Technical Criteria). The bidder on their own shall meet the other Criteria. (Viz. Service Support in India, Financial Criteria etc.)

In case of **Authorized Channel Partner AND/OR Authorized Agent AND/OR Dealer AND/OR Authorized Distributor:**

- Bidder to submit all the documents as per clause (a) above pertaining to the OEM, **clearly indicating that the OEM / Principal is a manufacturer of the tendered item.**
- The bidder should submit an Authority letter issued by Principal specific to the tender. In addition, back to back guarantee (specific to the tender) shall be provided by the Principal, clearly stating that they shall fulfil the contractual obligations for Supply, Service and Warranty of the tendered item in case of failure of the bidder.
- An Indian channel partner/agent/dealer/distributor can participate on behalf of only one Principal. He shall not be allowed to quote on behalf of another Principal in the same tender.
- Principal should authorize the channel partner /agent /dealer /distributor to submit their bid in the tender. In such a case, the Principal cannot participate directly in the same tender.

10.2.2. **Supplying Capacity:**

Documents required:

TPIA verified list of Invoices of any continuous 12 months period issued by the bidder in the last 7 years ending on last day of the month previous to the one in which tender is invited, totaling to at least XXXX **(Quantity to be decided based on market study/last contracts/tenders/OMC references).**

Sr. no.	Invoice no.	Invoice dt.	Qty. Supplied	Sold to	PO No.

10.3. Documents required for **Financial Criteria** of BQC:

Bidder shall submit the following financial documents.

10.3.1. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts for previous three financial years along with the Bid to establish Bidder's conformance to financial criteria and prove existence since three years.

10.3.2. In case the financial year closing date is within 6 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year.

In case the financial year closing date is within 6 – 9 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year provided Bidder submits a letter from CA / Cost Auditor/ Statutory Auditor stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements.

In case the financial year closing date is beyond 9 months of original bid due date, it is compulsory to submit the financial details of the immediate three preceding financial years. Example,

In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

10.4. **Document Verification:** During BQC/EMD stage all vendors will have to provide self- certified copies of certificates and documents, with an undertaking to submit *TPIA verified scanned documents or produce the original documents for verification by Proc. Manager in case the vendor emerges as successful (*TPIAs which are accredited under “NABCB accredited bodies as per requirement of ISO/IEC 17020 as type “A” in QCI’s NABCB website (<https://nabcb.qci.org.in/inspection-body/>), unless otherwise stated in BQC.

All documents submitted through BPCL e-procurement portal or GeM portal shall be deemed to have been self-certified by the bidder, unless otherwise specifically sought.

All declarations to be self-certified.

- **For Work order issued by BPCL TPIA Certification is not required.**
- **TPIA certification is not required for documents submitted in Original.**

Post opening of price bids, the successful bidder(s) is required to submit the TPIA verified scanned documents within 5 days of communication by BPCL. In case a vendor is not able to submit the required documents, action shall be initiated against the Vendor. A Show cause notice for holiday listing would be issued by the procurement leader, which is to be replied by the vendor within 7 days.

Subsequently, the vendor shall be holiday listed forthwith by Competent Authority without any further process for the minimum period as mentioned in the holiday listing policy.

The bidders who are already registered with BPCL shall also submit all the documents as mentioned above.

10.5. **Documents to be submitted by MSE (Micro/Small enterprise) Bidder:**

- 10.5.1. Bidders quoting as Micro and Small Enterprise shall submit scanned copy of MSE document i.e. valid **“Udyam Registration Certificate”** along with scanned copy of CA certificate (as per the format attached as Annexure-A), to avail the benefits of Public Procurement Policy as per MSMED Act 2006/Public Procurement Policy Order 2012 (as amended from time to time).
- 10.5.2. In case CA certificate is not submitted, bidder shall not considered as MSE and such bidder shall not be eligible to avail the benefits of Public Procurement Policy as per MSMED Act 2006/Public Procurement Policy Order 2012 (as amended from time to time).
- 10.5.3. In case of GeM tenders bidders should have updated their MSE status in their vendor profile to avail the benefit of Purchase Preference.

The CA certificate should be dated after the date of floating of tender and shall be specific to the tender for which bid is being submitted.

Purchase preference to MSE vendors (as per clause 5 of GCC) will be applicable only for Goods and Service tenders and **not** for works contracts.

11. TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS):

Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate discounting of trade receivables of MSMEs from corporate buyers through invoice discounting by multiple financiers. Bharat Petroleum Corporation Limited (BPCL) is registered with TReDS platform of the aggregators M/s. Receivables Exchange of India Ltd (RXIL), M/s Invoice mart, M/s. M1xchange and M/s C2treds, M/s DTX. The eligible MSME bidders can avail the discounting facility by registering either in one or multiple TReDS platform of the aggregators. It enables the sellers (MSMEs) to discount their invoices through the aggregators to the financiers at competitive rates thus unlocking their working capital swiftly.

12. ZED / Lean Certifications for MSE vendors:

MSE vendors are encouraged to obtain ZED / Lean Certifications to improve their manufacturing processes, reduce defects, and enhance product quality in line with global standards.

13. Bidder shall ensure that any certificate/ reports issued/ attested by a practicing-chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued/ attested without UDIN number of practicing chartered accountant in India will not be considered for evaluation.

14. Charges of TPIA Verification & CA Certificate: All charges of the third party verification and CA certificate shall be borne by the Bidders.

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

BPCL reserves the right to inspect the facilities at party's work to confirm their capabilities. BPCL also reserves the right to independently assess the capability and capacity of the bidder for execution of the project. If document authenticity cannot be established, the bid shall be rejected and administrative action (as applicable) shall be taken.

16. Failure to submit the above documents as per Qualification Criteria will render the Bid liable to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given in the tender. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.

17. PERFORMANCE SECURITY / RETENTION MONEY:

Performance Security is applicable for all contracts with value exceeding Rs.10 Lacs.

Following 02 options are available with Successful bidder for submitting Security Deposit / deduction of Retention money.

Option A

Successful bidder can submit the Performance Security Deposit of 10% of basic contract value for Works Contract or (5% of basic contract value for Goods & Service Contract) as applicable, upfront within 15 days (or as specified in Tender Condition) from the receipt of LOA/award of Contract. Retention money shall not be deducted from running bills in such cases.

Option B

Bidder opting for performance security in the form of retention money from the running bills, in such case the party shall be required to submit 2.5% of the basic contract value after setting off EMD submitted, if any, within 15 days (or as specified in Tender Condition) from the receipt of LOA/award of Contract and the remaining performance security shall be collected in the form of retention money.

Retention money shall be deducted from each running account bill at the rate of 7.5% of basic bill value (for Works Contract) / 2.5% of basic bill value (for Goods & Service Contract) till overall amount of 10% (for Works Contract) or 5% (for Goods & Service Contract) of basic contract value is collected.

In above mentioned both options, if performance security deposit/ security deposit is submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period, defect liability period (if any) and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed in GCC.

In case where purchase order / work order (**such as Rate contract where consumption is not firm**) are issued pursuant to the outline agreement, the security deposit @ 5% / 10%, as applicable, shall be collected based on the value of the purchase order / Work Order released from time to time.

In case of ARC service contracts, performance guarantee shall be collected based on 5% of the estimated annual cash flow.

Performance security may also be in the form of NEFT/ Insurance Surety Bond.

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).

18. VALIDITY OF QUOTE:

The quote shall be valid for 120 days (for limited tenders) and 180 days (for Open tenders) from the opening date of the tender. This condition supersedes GPC/ GCC condition.

19. SUBMISSION OF BIDS:

- 19.1. Bidders to note that any deviation if any to the technical/commercial terms and conditions of this tender should be mentioned only in the "DEVIATION" bid form attached. If any bidder fails to do so, it shall be construed that they have no deviations whatsoever to the tender terms and conditions. It is also reiterated that BPCL will not take cognizance of any clarifications/comments mentioned by the bidder in any other document. Similarly if any document is uploaded by the bidder, which inter alia would imply variation or deviation to tender specifications or any terms and conditions of the tender, it shall be taken into consideration for techno commercial evaluation if and only if the reference to the same is mentioned in the deviation bid from.
- 19.2. Proforma of Integrity Pact (IP) has been uploaded as a part of tender documents. Bidder shall

be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by bidder along with other bid documents.

19.3. **Upload a scanned copy (in pdf or jpg format) of the following documents:**

19.3.1. **All the Bid Qualification Documents (For Open tenders)**

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

19.3.2. **Price bid:**

Online fill in the quotes in the price bid form. Price Bids have to be submitted online. Bidders should **NOT** mention any price anywhere else in the bidding forms.

20. Incomplete bids are liable to be rejected. No further correspondence/enquiries raised on this issue by the bidder shall be entertained. Any terms and conditions stated by the Bidder in his bid will not be binding on the Corporation.

21. Unsolicited / conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.

22. ACCEPTANCE/EVALUATION OF BIDS BY THE CORPORATION:

22.1. BID QUALIFICATION & TECHNO-COMMERCIAL BID

Based on the information and documents submitted, only parties meeting the Bid Qualification Criteria will qualify for the techno commercial evaluation. Price bid of only those bidders shall be opened who qualify in the Techno-commercial bid. The schedule for opening the price bid shall be advised separately.

22.2. PRICE BID

22.2.1. Through this tender, BPCL seeks to surface the lowest price supplier (OR AS MENTIONED IN THE EVALUATION METHODOLOGY)

22.2.2. In case of tender on the basis of % bidding on the published rates, bidder can quote either an overall increase or a discount (in percentage) on the published rates and this increase/discount will be applicable to all the items uniformly for the Price Bid. Bidder shall be allowed to quote the percentage up to a maximum of 2 decimal places.

In case of tender on GeM portal bidders have to quote rates inclusive of GST as per the terms and conditions of GeM portal.

Note: In case of multiple L1's, reverse auction of the L1 bidders will be conducted to select the successful bidder.

For Service tenders floated in GeM portal, "Run L1", functionality shall be used to select the successful bidder.

23. IN TENDERS WHERE GST RATE IS QUOTED BY THE BIDDER:

GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters "zero" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

In cases where the bidder quotes a wrong GST rate, for releasing the final order, the following

methodology will be followed:

- 23.1. In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic rates. The final cash outflow will reduce to the extent of the revised GST.
- 23.2. In case the actual GST rate applicable for the state is more than the quoted GST rate, the basic rates quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

The Corporation reserves the right to reject any and /or every tender without assigning any reason whatsoever and/or place order on one or more bidders and/ or carry out negotiations with bidder in the manner considered appropriate by the Corporation.

24. Public Procurement (Preference to Make in India)-Applicable for all the tenders of estimated value of above Rs. 1.0 Crore.

Public Procurement (Preference to Make in India) order, 2017 issued by DPIIT and as amended time to time will be applicable, bidder to provide necessary declarations accordingly.

The formats of undertakings are attached as Annexures. Bidders shall submit the required undertaking as specified in the tender bidding forms.

BPCL reserves the right to seek any other documents (like break up of value and percentage of the local content etc.) from bidder to establish/verify his claim of local content during the Tender Evaluation process.

25. NEW STATUTORY LEVIES:

The taxes, duties, rates, and Cess quoted shall be final. New tax, if any, introduced later shall be on BPCL account from the date of bid submission (or extended date, if any) up to contract period. During contractual period, any variation in existing taxes, duties, rates and cess shall be borne by BPCL. Any upward statutory variation in taxes, duties rates and cess (including any new tax) beyond contractual completion date shall be borne by the bidder. However, in case of downward variation, the same shall be passed on to BPCL.

26. GST details:

Type of GST namely IGST/CGST-SGST will be determined based upon the billing address provided by the bidder in the tender & the state in which works are being executed.

Bidders are requested to enter SAC codes (Service Accounting Codes) / HSN codes as Applicable in the relevant column of the price bid.

For GeM Tender bidder to provide SAC codes (Service Accounting Codes) / HSN codes as Applicable for respective items in Technical Bid.

27. Bidders may have to attend the concerned office of the Corporation for clarifications and/or pre-bid meeting and/or negotiations/clarifications if required at their own cost, in respect of their bids without any commitment from the Corporation.

28. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

29. List of abbreviations used:

29.1. The terms “BPC”, “BPCL”, The Corporation, the Company and Owner in the appropriate context means Bharat Petroleum Corporation Limited, the Company registered under Companies Act 1956 and includes its successors and assignees.

29.2. The term “LOA” in the appropriate context means Letter of Acceptance

29.3. The term “PO” in the appropriate context means Purchase Order

30. DECLARATIONS/ UNDERTAKINGS BY BIDDERS:

Bidders have to mandatorily submit the following declarations/undertakings as per the formats provided:

30.1. DECLARATIONS ON HOLIDAY LISTING & LIQUIDATION: Bidder shall submit the declarations that:

- Bidder is not under liquidation, court receivership or similar proceeding.
- Bidder is currently not serving any Holiday Listing orders issued by BPCL or MOPNG debaring them from carrying on business dealing with BPCL/ MOPNG or convicted of an offence –
Under the Prevention of Corruption Act, 1988: or
The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

30.2. DECLARATION FOR SUBMISSION OF TPIA DOCS

30.3. DECLARATION ON CONFLICT OF INTEREST

30.4. COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA:

Bidders have to submit an undertaking with respect to Compliance of Restrictions for Countries which share land border with India {Restrictions under Rule 144(xi) of the General Financial Rules, 2017– Reference OM no. 6/18/2019 – PPD dt. 23.07.2020 (read along with any subsequent clarifications/amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)}.

30.5. DECLARATION ON ACCEPTANCE OF TERMS & CONDITIONS SOCIAL MEDIA POLICY OF BPCL:

Terms & Conditions under Social Media Policy of BPCL for business partners are to provide clear guidance on acceptable standards of conduct and practices to be followed by the

Business Partners of Bharat Petroleum Corporation Limited, in the usage of social media tools during and post their association with the Corporation. These terms and conditions are intended to protect and safeguard *inter alia* the interests and reputation of the Corporation, in the access, use of or participation on Social Media platforms by such constituents. **Successful bidder/bidders shall have to essentially submit following documents for further evaluation in the tender:**

“Social Media T&Cs” document along with the bid documents, duly signed & stamped/ digitally

signed by the same signatory who is authorized to sign the bid documents. All the pages of the “Social Media T&Cs” shall be duly signed. Bidder’s failure to return the “Social Media T&Cs” duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

30.6. DECLARATION FOR PUBLIC PROCUREMENT POLICY-MAKE IN INDIA (PPP-MII): Applicable for tenders above 1 Cr. Bidder should be Class I OR Class II local supplier as per PPP-MII policy. For tenders above Rs.10 Crore PPP-MII declaration from bidder giving the percentage (%) of Local Content along with certificate from the statutory auditor or cost auditor of the organization (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) confirming the minimum local content requirement.

31. STARTUPS MEDIUM ENTERPRISES:

In case a Startup is interested in supplying the tendered item, but does not meet the Pre-Qualification Criteria (PQC)/ Proven Track Record (PTR) of Prior Turnover norm as indicated in the tender document, i.e., in this case the Bid Qualification Criteria (BQC) mentioned above, the Startup is requested to write a detailed proposal separately and not against the present tender requirement, to the tender issuing authority about its product. Such proposals should be accompanied by relevant documents in support of Start-ups as under:

- 31.1. Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI.
- 31.2. Certificate of Incorporation/Registration.
- 31.3. Audited P&L statement of all the Financial Years since incorporation. In case where balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Year since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. The certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.
- 31.4. Such proposal will be examined by the tender issuing authority who may consider inviting a detailed offer from the Startup with the intent to place a trial order or test order provided the Startup meets the Quality and Technical Specifications.
- 31.5. In case the Startup is successful in the trial order, it will be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time the entity remains a Startup.
- 31.6. Startups are exempted from submission of EMD.

32. SUBMISSION OF BANK GUARANTEE

Bank Guarantee submitted by the vendors either for EMD/ Security Deposit or for Performance Guarantee shall be from any bank as detailed below:

SN	Particular	B G Value	Stipulations
1	Criteria for acceptance of BG	Up to Rs. 1 crore	Bank Guarantee from any scheduled bank (including nationalized banks, other scheduled commercial banks, scheduled cooperative banks, and scheduled regional rural banks) as appearing in the second schedule to the RBI act 1934 shall be acceptable.

2	Criteria for acceptance of BG	More than 1 crore	Bank Guarantees which are issued by Banks having long term issuer rating of 'A2' from Moody's or equivalent from Fitch and S&P in case of the foreign bank and long term issuer rating of at least 'AA' from CRISIL or equivalent from CARE, ICRA and India Ratings in case of Indian Banks, shall be acceptable. In case rating for a bank is available from more than one rating agency, the lowest of such rating shall be considered.
3	Replacement of BG		In case rating falls below stipulated level or that bank is under moratorium by RBI, all BGs issued by such bank must be replaced.

33. PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT - wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation 'Stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of

- i. Seismic zone (II to V) for earthquakes,
- ii. Wind velocity(Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max. surge height
- iv. Thunderstorms history
- v. Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- vi. Landslides incidences with Annual rainfall normal
- vii. District wise Probable Max. Precipitation

34. CLAUSE ON CONFLICT OF INTEREST:

The definition of bidder is the entity which has a unique PAN (Permanent Account Number). A Bidder shall submit only one bid in a particular bidding process.

In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only single bid shall be submitted by the bidder.

Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders.

Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner.

A Bidder who submits more than one bid will cause all the proposals submitted in the particular tender to be disqualified.

In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- individual or proprietorship format and/or
 - a partnership or association of persons format and/or
 - a company format. Whereby,
 - A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- 1.1. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- 1.2. A person shall be deemed to have bid in a company format if the person holds:
- 1.2.1. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - 1.2.2. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - 1.2.3. Holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

35. REPEAT ORDER:

A repeat order for the entire quantity awarded to a bidder/bidders against this tender could be placed by BPCL if the need arises, subject to concurrence by the bidder/bidders who was/were awarded the quantity/quantities against this tender. Such a repeat order, if required will be placed on the same rate and terms and conditions of this tender within 12 months of placement of original order.

SPECIAL CONDITION OF CONTRACT

- 1. VALIDITY OF RATES:** Rates offered should remain valid for at least 120 day from the due date of the tender.
- 2. REFUND OF EMD:** EMD will be refunded to the unsuccessful tenderers after finalization of the tender. In the case of a successful tenderer, the EMD would be refunded only after completion of all the formalities i.e. signing of contract, submission of requisite Bank Guarantee, placement of owned vehicles within stipulated time etc. No interest shall be payable on EMD and Security Deposit.

EMD of the successful bidder shall be forfeited and tender will be cancelled if the bidder:

- i. Modifies / withdraws the offer during the validity period of 120 days.
- ii. Refuses to sign the contract within 15 (fifteen) working days from the date of issue of Letter of Award by the Corporation.
- iii. Does not furnish requisite security deposit by way of bank guarantee from a scheduled bank within 15 days from the date of Letter of Award issued by the Corporation.
- iv. Does not commence the operations of C&F by the due date advised by BPCL officer. Any change in the commencement date should be agreed to by the Corporation in writing.
- v. If information provided in the offer is found to be false or incorrect.

3. CONTRACT TERMS AND CONDITIONS

- a) Vendor on whom Contract/ Purchase Order is placed shall duly provide the services in line with scope of work to the Corporation as per the finalized rate, quantity & delivery schedule specified therein and technical specifications given in **Annexure II** and corrigendum if any published.
- b) This contract is a value contract & service has to be provided till the value in the contract ends. BPCL does not guarantee any minimum execution of work. The quantities and volume given in the tender are indicative and the quantities may vary as per actual consumption / utilization at site. No compensation whatsoever will be due under any circumstances, for reduction in contract value due to change in volume, quantity or any other parameter.
- c) Value Contract shall be placed on successful bidders and the quantities for various line items given in the tender which are indicative figures only and it is not binding on BPCL in any way, the execution will be need based only as per actual requirement. Actual requirement shall be placed on the vendor from time to time through Purchase Orders after the award of contract and vendors shall execute the work against the firm Call off POs only.

4. EVALUATION METHODOLOGY: The tender will be invited through Open tender (Domestic) as two-part bid. The bid qualification evaluation of the received bids will be done as per the above bid qualification criteria and the technical bid of the shortlisted bidders will be evaluated subsequently. The price bids of the bidders who qualify BQC criteria & meet Technical / Commercial requirements of the tender will only be opened and evaluated.

Award of the contract will be based on lowest quote basis (Inclusive of GST).In case any bidder has not quoted for all the items, their offer will not be considered for evaluation. Purchase preference under MSE 2012 policy and PPP-MII policy shall be applicable based on the option submitted to the eligible bidders.

The order will be placed based on above methodology AND Purchase preference based on MSE/ PPP-MII Policy.

The subject job is Non-Divisible.

PERFORMANCE BANK GUARANTEE:

Vendor shall provide Performance Bank Guarantee of value of **Rs 60 Lakh**, along with contract acceptance, for a period of 12 months contract period with a further claim period of 6 months i.e total of 18 months including claim period.

Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:

Vendors shall insist their Bank for issuance of SFMS Bank Guarantee for faster payments. Vendors shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to BPCL.

Vendor should ensure the following for issue of E- bank guarantee:

- a) The issuing bank is on SFMS platform
- b) SFMS Message type used is 760 COV and SFMS Delivery report / Message copy is sent along with original BG
- c) For BG amendment, message type 767COV is to be used.
- d) SFMS contains following details:
 - i. Beneficiary's bank name: ICICI Bank
 - ii. IFSC Code: ICIC0000393
 - iii. BPCL'S Customer ID: BPCL583493800
- e) BG Issuing Bank should send the BG Issuance advice through SFMS to BPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: 1CIC0000393).
- f) BG Issuance advice should mention applicable Unique Identifier Code (U1C) in row/ field number 7037 of SFMS Delivery Report.
 - i. BPCL Location : Kharghar , Navi Mumbai
 - ii. Head office : Ballard Estate
 - iii. UIC : BPCL583493800
- g) The Original BG should be submitted along with print out of SFMS Delivery report from the BG Issuing Bank Branch.
- h) SFMS BG will help in faster verification of BGs and prompt release of payments to Vendors.

PBG to be submitted to BPEC, KHARGHAR on below mentioned address

BUSINESS PROCESS EXCELLENCE CENTRE (BPEC)

4th FLOOR, BPCL OFFICE COMPLEX

PLOT-6, SECTOR-2, BEHIND CIDCO GARDEN KHARGHAR,

NAVI MUMBAI-410210

MAHARASHTRA, INDIA

4. PERIOD OF THE RATE CONTRACT: BPCL shall place a CONTRACT valid for 1 Year from the date of release of SAP contract.

5. TRANSIT INSURANCE: Transit Insurance of the material shall be arranged by the vendor at his cost.

6. UNLOADING AND STACKING: Unloading and Stacking of the supplied goods/materials at BPCL Locations shall be arranged by the vendor at his cost.

7. LOCATION ADDRESS :

LUBES HUB FAZALGANJ
LUBES HUB FAZALGANJ BHARAT PETROLEUM CORPORATION 84/47,FAZALGANJ, FACTORY AREA, KANPUR NAGAR, 208012

- 8. HOLIDAY LISTING:** As per BPCL policy. The entire guidelines and procedures for Holiday Listing are available in BPCL website and they can be accessed @ <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf> -
- 9.** The bidder shall bear all costs associated with the preparation and submission of the bid, and BPCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 10.** Bidder is required to upload signed copy of the entire tender document along with GCC, integrity pact & corrigendum, if any, as acceptance to tender terms and conditions. The signature shall be done by authorized signatory or proprietor as applicable. Bidders to submit their bids taking full notice of all the technical specifications, terms and conditions, forms & attachments to this tender.
- 11.** Any tender received with counter terms and conditions or incomplete in any respect shall be rejected without any communication.
- 12.** Purchase preference under MSE 2012 policy and PPP-MII policy shall be applicable based on the option submitted by the eligible bidders. Only class I and class II local suppliers can participate and non-local supplier cannot participate in the tender as per PPP-MII 2017 Policy.
- 13. PPLC Policy:** Purchase preference under PPLC policy (linked with local content) will be applicable as per latest government policy applicable as on bid due date. Bidders shall submit the PPLC formats published in the tender as Annexure 3,4,5 mentioning the local content percentage and class of bidder as per the below table. The CA certification is mandatory with UDIN number for format D/E.

CLASS OF BIDDER	% LOCAL CONTENT
CLASS I	More Than 50%
CLASS II	More Than 20%
NON LOCAL	Less Than 20%

- 14. MSE Policy:** Purchase preference under MSE policy shall be applicable as per latest government policy applicable as on bid due date. Bidders shall submit the MSE declaration in format published in tender as Annexure A. CA certification is mandatory with UDIN number.
- 15. DOCUMENT SUBMISSION:** The L1 bidder shall submit all the bidding documents related to Bid Qualification, Technical and Commercial Qualification Criteria, duly certified by TPIAs in originals. All charges of the third-party verification and CA certificate shall be borne by the Bidder. The bidder shall accept all the terms and conditions mentioned in the tender and submit techno-commercial details without deviation.
- 16. PAYMENTS:** Payment shall be made on the 30th Day from the date of receipt and acceptance of material at site. Payments would be released by the BPEC, Kharghar. The vendor who will be awarded this tender, shall possess a valid Goods and Services Tax Identification Number (GSTIN) registered in the state from which the contracted goods/services are supplied or rendered.
- 17. CHANGE IN CONSTITUTION:** The successful vendor during the validity period of contract shall inform BPCL for change in constitution at least 3 month in advance.
- 18. Bidder shall accept all the terms and conditions mentioned in the tender and submit techno commercial details without deviation.**

BPCL would like to qualify vendors for undertaking the above work as indicated in the brief scope. Detailed bid qualification criteria for short listing vendors shall be as follows:

CRITERIA I - TECHNICAL CRITERIA:

1) Experience / Past performance / Technical Capability:

The bidder must have the completed/executed "Similar work" of minimum completion value of Rs 21 Lakh excluding GST in any one year period during last three years ending on last day of the month previous to the one in which tender is invited in single order.

Relaxation of 15% on completion value shall be applicable for MSE bidders. i.e. (Minimum completion value of Rs 18 Lakh Excluding GST)

Definition of Similar Work: "C&F work shall be considered as - Executing C&F work/Warehousing directly for Manufacturer OR its Primary Distributor (First link with the manufacturer / importer of goods) covering the scope of work "Receiving the material, inventory management, loading / unloading and materials handling, documentation, providing manpower required for the C&F activity/Warehousing with or without primary / secondary transportation". The product cost and renting out cost of warehouse shall not be considered for arriving the value of C&F work."

Documents Required:

1. Signed Agreement/PO copy/Work order/LOI or any other valid document which shows the job has been done by the bidder. The document(s) shall be in the name of the bidder.
2. Completion Certificate/Final Bill certified by the client or any other document which conclusively proves completion/execution of the awarded work. This document shall clearly mention Name of the client, Name of the job, Work Order / Purchase order / LOA No. and date, Value of Completed work, and Date of completion and satisfactory completion/execution of work. The one-year completion period of contract shall be within last seven years ending on last day of the month previous to the one in which tender is invited.
3. In case of BPCL work order/P.O. executed value shall be certified by TM/LM and bidder shall submit C&F agreement.

CRITERIA II - FINANCIAL CRITERIA:

AVERAGE ANNUAL TURNOVER

The average annual turnover of the Bidder for the last three years, ending 31 st March of the previous financial year should be equal to or more than Rs. 21 Lakh.

AND

The bidder should have positive net worth as per the latest audited financial statement.

Documents Required: Please refer the ITB (Instruction to Bidders) which mentions the documents to be submitted by bidders for meeting the above Technical and Financial criteria.

Documents Required for Financial Criteria (all mandatory):

1. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts for previous three financial years along with the Bid to establish Bidder's conformance to financial criteria and prove existence since three years.

2. In case the financial year closing date is within 6 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year.

In case the financial year closing date is within 6 – 9 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year provided Bidder submits a letter from CA / Cost Auditor/ Statutory Auditor stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements.

In case the financial year closing date is beyond 9 months of original bid due date, it is compulsory to submit the financial details of the immediate three preceding financial years.

Example,

In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

BIDS MAY BE SUBMITTED BY

An entity (domestic bidder) should have completed 3 financial years of existence as on original due date of tender since date of commencement of business and shall fulfil each BQC eligibility criteria as mentioned above.

JV/Consortium bids will not be accepted (i.e. Qualification on the strength of the JV Partners/Consortium Members /Subsidiaries / Group members will not be accepted)

ESCALATION/ DE-ESCALATION CLAUSE: NA

Date: _____

CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY

Ref: Tender No..... for

This is to confirm that we have verified the investment limits and other details of Unit _____ pertaining to M/s_____and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars/amendments issued from time to time in this regard. Accordingly, M/s_____is a **Micro/Small enterprise** under the said Act and are eligible to claim the benefits of public procurement policy for the tender mentioned above.

In case applicable:

Based on our verification of share holding pattern and other details, it is certified that M/s._____ Meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the act.

In case applicable:

Based on our verification of share holding pattern and other details, it is certified that M/s _____ meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the Act.

Name of CA Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership

no. UDIN no.

DECLARATION BY TPIA CONFIRMING SUBMISSION OF CERTIFIED BQC DOCUMENTS

To:

M/s. BHARAT PETROLEUM CORPORATION LIMITED
CPO (MARKETING), SEWREE,
MUMBAI-400015

SUBJECT:

TENDER ID. / CRFQ NO. :

Dear Sir

This is to certify that [Enter (TPIA) Name] has been duly appointed as the Third-Party Independent Agency (TPIA) by [Enter Bidder Name] for the purpose of verifying the originality and authenticity of documents submitted by bidders participating in the procurement process of the subject tender invited by BPCL.

We hereby declare that we have meticulously examined the original documents presented by [Enter Bidder Name], for the purpose of bid submission in the subject tender and subsequently inserted the "Verified from Originals" stamp on the document.

The documents verified include, but are not limited to, the following:

[List of Documents Verified 1]

[List of Documents Verified 2]

.....

Based on our comprehensive examination, we hereby confirm that the documents provided by [Enter Bidder Name] are found to be true and genuine, valid, and in accordance with the requirements stipulated in the tender documents.

Furthermore, we affirm that no alterations, modifications, or discrepancies have been observed in the presented documents during our verification process.

This declaration is made to the best of our knowledge and professional expertise.

For verification of the genuineness/originality of this document, you may contact us as per the details mentioned below

Yours sincerely,

[Signature]

[Seal/Stamp of Third-Party Independent Agency (TPIA)]

[Name of Authorized Representative of TPIA] [Designation/Position]

[Name of the Third-Party Independent Agency]

[Accreditation Number as per NABOB, Type and Validity]

[Contact Information: Phone Number, Mobile Number and Email Address, etc.]

Note: This format is a general template and can be modified as per specific requirements and regulations of the organization/institution.]

AFIDAVIT CONFIRMING SUBMISSION OF TPIA CERTIFIED BQC DOCUMENTS

To: M/s BHARAT PETROLEUM CORPORATION LIMITED CPO
(MARKETING), SEWREE,
MUMBAI-400015

SUBJECT:

TENDER ID. / CRFQ NO. :

Dear Sir

We, M/s hereby declare that all documents submitted
by us towards Technical and Financial Bid Qualification and other BQC related documents are true
and genuine.

In case we become the Li bidder in the tender, we hereby confirm that we will get the technical and
financial documents and other BQC related documents submitted verified with originals by TPIA
agency as specified in the tender. We shall also arrange to submit the scanned copy of the TPIA
verified BQC documents to BPCL.

[Signature of Authorized Signatory]

Name: Designation: Seal:

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PPP-MAKE IN INDIA)

(Self – Declaration – Applicable for tender value of Rs.1 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED, SUBJECT:
TENDER NO:

Dear Sir

We, M/s _____ (***Name of Bidder***) have submitted bid against aforesaid tender.

We have read and understood the Purchase Preference to Make In India Order/Policy attached with the tender document. Accordingly, we hereby confirm that our local content percentage for the tendered item is %.

We further confirm that in case we fail to meet the above mentioned local content, BPCL will take action as per provisions of tender document/ PPP-MII Order/Policy.

Place:

Date:

**[Signature of Authorized Signatory of Bidder having
power of attorney]**

Name:

Designation: Seal:

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PPP-MAKE IN INDIA)

(Self – Declaration – Applicable for tender value of Rs.10 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

SUBJECT:

TENDER NO:

Dear Sir

We, M/s _____ (***Name of Bidder***) have submitted bid against aforesaid tender.

We have read and understood the Purchase Preference to Make In India Order/policy attached with the tender document. Accordingly, we hereby confirm that our local content percentage for the tendered item is%.

The certificate from Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a Practising Cost Accountant or Practising Chartered Accountant (in respect of suppliers other than company) in this regard has been submitted in technical bid. (Applicable in case of tenders for value greater than Rs. 10 Crs.)

We further confirm that in case we fail to meet the minimum local content, BPCL will take action as per provision of tender document/ PPP-MII Order/Policy..

Place:

Date:

[Signature of Authorized Signatory of Bidder having power of attorney]

Name:

Designation: Seal:

**CERTIFICATE BY CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY
MINIMUM LC**

(IN CASE BIDDER SEEKING BENEFIT OF PPP-MAKE IN INDIA)

(Applicable for **other than company** for tender value of Rs.10 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED SUBJECT:
TENDER NO:

Dear Sir

We,... (Name of the issuing CA Firm) have

verified relevant records of M/s.....(Name of

the bidder) and certify that the local content percentage for the tendered item
mentioned by M/s.(Name of the bidder) is
.....%.

Name of CA Firm:

Date:

[Signature of Authorized Signatory] Name:

Designation: Seal:

Membership no.

UDIN no.

CERTIFICATE BY STATUTORY AUDITORS OF BIDDER TOWARDS MANDATORY MINIMUM LC
(IN CASE BIDDER SEEKING BENEFIT OF PPP-MAKE IN INDIA)

(Applicable for company for tender value of Rs.10 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

SUB:

TENDER NO:

Dear Sir

We,.....(Name of the Statutory Auditor) have

verified relevant records of M/s.....(Name of the bidder) and certify that the local content percentage for the tendered item mentioned by M/s.

.....
.....(Name of the
..... bidder)
..... is
.....%.

Name of Audit Firm:

Date:

[Signature of Authorized Signatory] Name:

Designation: Seal: Membership no. UDIN no.

**Undertaking with respect to Compliance of Restrictions for Countries
which share land border with India – as stipulated by Govt. of India.**

(On Company Letter Head, to be signed by the duly authorized
person)

Date: _____

TENDER NO. : _____

To,
Bharat Petroleum Corporation
Ltd CPO-M, A-Installation Sewri
Fort Road, Sewri
East Mumbai-400015

Dear Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020,

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

- a. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered*.
- b. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered*. *(Applicable for works involving possibility of sub-contracting)*

I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

[* Where applicable, evidence of a valid registration by the Competent Authority shall be attached]

(Signature of the Authorised Signatory)

Name:

Seal:

FORMAT OF ACKNOWLEDGEMENT To,

[Insert details to whom such acknowledgement may be addressed]

[in the case of an individual or sole proprietorship] I
am

_____, an inhabitant of _____ and carrying on business of

OR

We are *[insert names of all partners of firm]* carrying on business at
_____ in partnership under the firm
name and style of M/s.

OR

[Insert name of Limited Company or a Co-operative Society / Trust Co-operative] incorporated
under the laws of India and having its Registered Office at

I / We have entered into a _____ dated *[insert date]* ("**Agreement**") for the
[_____], with Bharat Petroleum Corporation Limited ("**BPCL**").

In furtherance thereof, we have been provided with a copy of the Terms and Conditions for
Acceptable Use of Social Media by Business Partners, issued by the Corporation.

I / We have read and understood BPCL's Terms and Conditions for Acceptable Use of Social
Media by Business Partners and agree to abide by it.

I / We understand that any violation of the above conditions may result in disciplinary action, or
termination or revocation of the Agreement.

In acknowledgement thereof, please see below our acceptance of the Terms and Conditions for
Acceptable Use of Social Media by Business Partners, issued by the Corporation, duly signed and
acknowledged by *[insert name]*, in the capacity of our authorised representative.

A copy of such authorisation is also attached for your record.

(Signature & seal)

ANNEXURE-I

FORMAT for Declaration of Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG.

(On Company Letter Head, to be signed by the duly authorized person)

Date: _____

TENDER NO. : _____

To,
Bharat Petroleum Corporation Ltd
CPO-M, A-Installation
Sewri Fort Road, Sewri East
Mumbai-400015

Dear Sir/Madam,

I /We declare and confirm that we are currently not serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG or convicted of an offence –

- a) under the prevention of corruption Act, 1988 or
- b) The Indian panel code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of exhibition of a public procurement contract.

(Signature and Stamp of the Bidder)

Bidder Name:

Date:

Address:

DECLARATION – CONFLICT OF INTEREST

(To be submitted on the letterhead of the company duly signed by an authorized signatory clearly stating the name and designation of the signatory)

Tender Title:

Tender no.:

I/ We, the authorized signatory of bidder M/s..... participating in the subject
Tender Ref. No. for the job of
....., do hereby declare:

- (i) I/We have not submitted multiple bids. i.e., more than 1 bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company, etc.).
- (ii) I/We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anticompetitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- (iii) I/We am aware that, in case found that such multiple bids are submitted, all such bids are liable for rejection.

Place:

Signature & Seal of bidder:

Date:

Name of bidder:

Annexure : K

Sr. No.	Particulars	Bidder's Response
1	Name of the Tenderer / Firm / Company	
2	Status of the Tenderer/ Firm/ Company (Proprietary Firm OR Partnership Firm OR Public/ Private Limited Company)	
3	Address and Contact Details of the Registered Office Complete Billing Address (Type of GST namely IGST/ CGST-SGST will be determined based on the billing address provided in the tender & the state in which works are being executed). The billing address will be Final & Binding till completion of the work	
4	Name & address of the Proprietor/ Partners/ Directors with percentage of share holding	
5	If any of the Proprietor/ Partner(s)/ Director(s) of the Firm/ Company participating in this tender, is also a proprietor/ Partner(s)/ Director(s) in any other Firm/ Company (manufacturing unit of Tendered Material), then please provide the following details:	
5-a	Name of Common Proprietor/ Partner/ Director	
5-b	Name of the other Unit	
5-c	Other Unit Address	
5-d	Please provide your organization's PAN NO.	
5-e	Please provide your organization's GST Number	
6	State whether the Proprietor/ Any of the Partners/ Any of Directors of your Firm/ Company is related to Any of the Directors of BPCL	
6-a	If YES, state the Name of BPCL Director and Your RELATIONSHIP with Him	
7	State whether the Proprietor/ Any of the Partners/ Any of the Directors of your Firm/ Company is also a Director of BPCL	
7-a	If YES, state the Name/s of such BPCL Director/s	
8	Address and Contact Details of your Plant from where Material is going to be supplied. In case the MSE vendor wishes to supply from their more than one Plants/ Units having MSE Certification, then provide Address and Contact Details of all those Plants/ Units.	
9	Name and Contact Details (Phone, E-Mail Id etc.) of the Contact Person/s	
10	State whether the Tenderer/ Firm/ Company is a Micro or Small Enterprise (MSE). If YES, please provide Supporting Document. (CA Certificate and Udyam Registration Certificate or UAM Certificate).	
10-a	State whether the Tenderer/ Firm/ Company is a Micro or Small Enterprise (MSE) owned by Scheduled Caste (SC) or the Scheduled Tribe (ST) Entrepreneurs. If YES, please provide Supporting Document.	
11	Please confirm, if any GST CONCESSION like SEZ is available to the Unit.	
12	Major Vendors for SUPPLY of Input	
13	Manufacturing and Handling Machines available	
14	Are you in the holiday / black list of BPCL and / or MOP&NG ? (Yes / No)	

15	Delivery Period : Acceptable as per tender terms & conditions (confirm your acceptance by mentioning "YES")	
16	Specify the billing address conditions	
16a	Acceptance of payment terms as per tender conditions (confirm your acceptance by mentioning "YES")	
17.	Name of the TPIA from where the verification of the document shall be done, as and when required by BPCL	
18.	Rates quoted in the price bid will only be considered for evaluation. No revision in price is allowed in the price bid once the technical bid is opened. Vendor to quote their prices considering all the technical and commercial aspect	
19	Validity of offer: Your quotation should be valid for 120 days from the due date of opening of tender and prices will remain firm till the supply is completed	
20	Performance Bank guarantee: Acceptable as per tender terms & conditions (confirm your acceptance by mentioning "YES")	
21	LD clause/ Delay delivery clause: For any delay in delivery of service beyond the delivery date stipulated above, the vendor shall be liable to pay compensation @ 0.5% per week or part thereof on the value of non-delivered portion of material subject to maximum of 5% of total order value	
22	Please confirm acceptance of Force Majeure clause: As per GPC	
23	Please confirm acceptance of Risk Purchase clause: As per GPC	
24	Please confirm acceptance of Arbitration clause: Details as per GPC	
25	Integrity Pact: Vendor to accept Integrity pact as per attached form.	
26	Value contract shall be placed on successful bidders	
27	The contract period shall be five years from the date of placement of contract	
28	In case of any deviation kindly mention in a separate sheet with justification.	
29	Please mention HSN code of the product offered	
30	If you are an existing vendor of BPCL, Please mention your vendor code. If bidder doesn't have BPCL vendor code, please type "NO VENDOR CODE"	
31	Counter condition: No counter condition is acceptable. Bidder should consider all the tender standard terms and conditions and submit their bids accordingly. Counter condition may lead to rejection of offer.	
32	The L1 bidder shall submit all the bidding documents related to Bid Qualification, Technical and Commercial Qualification Criteria and GST Registration certificate of respective state, duly certified by TPIAs in originals. (confirm your acceptance by mentioning "YES")	

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

A. SCOPE OF WORK: C&F OPERATOR

The Lubes C&F Operator shall operate in a warehouse of BPCL Location (Fazalganj) admeasuring a total area (Open & closed) of approx. 7343 Sq.Mt., with office block comprising of covered rooms, office cabin available inside the closed godown, as per terms and conditions of BPCL. BPCL may also decide to go for expansion /upgradation of existing facilities. Operator is expected to offer support in handling products in an effective manner during such expansion activities.

Areas to be covered: Following Districts of Uttar Pradesh.

Kanpur Nagar, Kanpur Dehat, Lucknow, Hardoi, Unnao, Sitapur, Raebareli, Kannauj, Farukhabad, Auraiya, Jalaun, Jhansi, Lalitpur, Lakhimpur, Mahoba, Hamirpur, Banda, Barabanki, Shahjahanpur, Fatehpur.

Any other location as decided by Corporation in future outside the above mentioned area of operation to be serviced by the bidder at the same quoted rate if it is within the state and/or nearby bordering states. In addition to sale in above State, products may be stock transferred to any other BPCL depots as decided by Corporation.

C&F will be required to handle the throughput of lubricants to:

- 48 Districts of Central UP (99% of Volume) & Approx 13 District on adhoc basis (1% of Volume) of Uttar Pradesh state
- Catering to Approx. 1430 Nos of ROs with an average Volume of 224 MT/Month
- Supplies to Channel Partners - Approx. 25 Nos of Channel Partners (Avg Vol: 104 MT/Month),
- Caters to Direct customer- Approx. 40 Nos of Direct Customers (Avg vol: 21 MT/Month)
- Supplies to OEM Customers – Approx 152 Nos of OEM Customers (Avg. Vol. – 111 MT/Month)
- Stock transfers to BPCL supply locations/ own consumption locations in the area of operation.
- Emergency stock transfers to other C&F, other BPCL supply locations and any other customers as directed by BPCL.

The scope of the C&F Operation :

- a) Managing the warehouse activities Viz. Packed Product Receipt, storage & dispatch. The receipts are from various plants of BPCL, Third party or any other sources advised by BPCL. The products are namely Lubricants, Grease, Adblue, Coolant, break fluid etc in HDPE barrels, cases, containers, IBC. The vendor is required to designate location for export and domestic market products.
- b) Warehousing operations include providing technology and IT systems for WMS which will in turn help in SOPs like FIFO, identification of SMNM products etc.
- c) Keep the said warehouse, its land surroundings and the administrative building neat, clean and housekeeping to the satisfaction of BPCL.
- d) Not alter or modify the said warehouse or any fixtures
- e) Not to sub-let either full or part of the warehouse under any circumstances.
- f) Put up appropriate sign board as per the directions of EIC on the said warehouse with good visibility. Signboards shall be provided by BPCL.
- g) Manpower deployment shall be as per the tender scope without deviation in line with Annexure A. Equipment and/or infrastructure requirement to be as per Annexure B

- h) Liable to maintain all statutory compliances ESI, Minimum Wages, Provident Fund etc. as applicable and deviation if any shall lead to penalty and termination of contract.
- i) Sales volume mentioned in the tender is indicative only it may increase or decrease depending upon the market conditions.
- j) There may be skewed sales during particular days, month end & Quarter end, C&F to engage additional resources to meet the requirements. The dispatches may be lean during first three weeks of month and high inflow of demand in 4th week thereby operating with additional resources sufficient to meet out the demand.**
- k) Total number of unique customers are billed from Fazalganj Depot in FY 24-25 stood at 1669 (No of Ros : 1430 & other customers : 239), these numbers may increase or decrease depending upon the market scenario.
- l) C&F to ensure that stock under SAP and C Tel should match at any point of time.
- m) C&F should incorporate future technological advancements in the working activities as and when the organization needs.
- n) C&F to ensure direct delivery to current and future tertiary customers (eg. OEMs, MAK Serves, E-commerce segment, Industrial customers under MAK Shakti, etc.) as and when required.**
- o) Loading and unloading will be facilitated by manual method/forklift trucks/stackers/reach trucks with adequate capacity to handle upto 5 high level. In addition, the C&F would need provide material handling equipment and infrastructure as per the details provided in **Annexure-A & B**.
- p) C&F would ensure regular upkeep of the premises as well as maintenance of infrastructure like godown, racks, equipment etc.
- q) C&F shall operate as per the guidelines specified in the Lubricant C&F Manual of BPCL and updated guidelines issued from time to time by BPCL.**
- r) Joint Inventory:**
 - i. Joint Inventory checking by the C&F & BPCL personnel or their authorised representative will be taken once a month. In the event of any shortage observed during the joint inventory, the value thereof will be recovered forthwith from the C&F at the prevailing rate.
 - ii. The standard format of BPCL will be adopted for taking such inventories, which will be jointly signed by the CFA and authorised officer or representative of BPCL.
 - iii. BPCL officers or BPCL authorised representatives will make mandatory inventory checks as and when required by BPCL.
- s) Loading / Unloading Operation and other Operational Functions**
 - i. Receiving various SKUs of lubricants at the unloading area of C&F and moving them to main storage using manual labours/material handling equipment, stacking on pallets on ground and/or racks with proper segregation as per bin mapping and/or instruction by BPCL and other related activities.
 - ii. All SKUs to be stored as per guideline of BPCL
 - iii. Shifting of the material from storage area to loading area for loading in the trucks and distribute various SKUs on day -to- day basis as per the indents and/or direction given from time to time.
 - iv. The principle of First in-First Out should be followed in entire process
 - v. Maintain documents relating to daily receipts, inventory accounting, indenting for stocks, daily issues and closing stock for each grade and package in each category as per formats / instructions given by BPCL from time to time.
 - vi. Quality checks at the time of receipt/storage of consignment will be carried out by C&F as per requirements of BPCL from time to time and specified records maintained.

- vii. Collecting lube/ grease/Adblue and other samples from barrels / small containers and transporting the sample to BPCLs concerned Office / testing laboratory as per instructions of BPCL from time to time.
- viii. Transferring the contents of leaky barrels / small containers / drums / damaged cartons etc. into sound barrels including de-stacking, shifting, re-stacking etc. as per operational exigency in the presence of BPCL officials. New barrels /containers/cartons etc, will be provided by BPCL.
- ix. The C&F operator shall submit a bill every month on or before the 7th day of each month for the entire expenses towards handling.
- x. The C&F operator shall pick up materials from storage and bring upto loading platform
- xi. Responsible for end-to-end warehouse operations management
- xii. Responsible for implementation of safety and compliance procedures
- xiii. Responsible for inventory management and stock accuracy

t) The following documentation will be maintained by the C&F:

- i. Cancellation Register
- ii. Inward/Outward Register
- iii. SRN Register
- iv. Bulking register
- v. Sampling register
- vi. SPA item stock register
- vii. Pending dispatch
- viii. Receipt Register
- ix. Attendance Register
- x. Fire extinguisher check Register

In addition, the C&F will also maintain any other documentation as specified by BPCL from time to time.

- u) Based on performance handling as per the clauses provided in the tender, and other key performance parameters, the performance of C&F operator will be reviewed every quarter. C&F operator will maintain / improve their rating by undertaking continuous improvement actions as per the evaluation.
- v) Apart from quarterly evaluation, there will be annual inspection of C&F (scheduled/surprise) by a team of BPCL personnel. . Based on the audit outcome, C&F will take action on the recommendations and comply within the agreed timeline by undertaking continuous improvement actions as per the evaluation.
- w) Within fifteen days from the date of letter of Intent, the C&F Operator shall furnish BPCL a security deposit by way of bank guarantee issued by a scheduled bank of **Rs.60 Lacs** as per BPCL format which will remain with BPCL for the full period of the contract and an additional six months (validity of BG will be contract period plus Six months). It shall be lawful for BPCL to adjust the bank guarantee amount against all pending or future dues and also to appropriate the entire bank guarantee or any part thereof against losses, damages, or expenses arising out of the C&F Operator's failure or negligence to observe any terms and conditions of this contract. This is without prejudice to other remedies available to BPCL.

- x) The volumes operated would be periodically reviewed (once in six months) during the period of the contract and to compare the BG value. Accordingly BG enhancement (only upward increase) will be done based on the average monthly volumes operated during the contract period. No downward revision in the BG amount is permitted.

B. SPECIAL TERMS & CONDITIONS:

Special Terms and Conditions for C&F Operator :

1. C&F operator shall be liable to arrange for supervising the operations and activities at the warehouse and provide minimum manpower and infrastructure as per requirement spelt out in **Annexure A & B**.
2. The Operator shall not deploy child labor. It shall be the responsibility of the operator to arrange manpower (as per Annexure A) trained to do a specific work. Operator will make arrangement to keep its workers trained in safety and operational aspects of their work.
3. All salaries, overtime, statutory payment etc. would be borne by the Operator and shall comply with all statutory regulations and abide by rules incorporating changes if any from time to time in applicable laws like ESI, Minimum Wages, Provident Fund etc. in this regard.
4. The Operator shall keep BPCL indemnified against any claim or liability on account of any dues to his staff or arising out of non-compliance of any such laws or rules. The Operator or his staff shall not be under employment of BPCL.
5. The Operator shall bear all operating expenses towards telephone provided, internet, stationery, and requisite numbers of computers, printers, UPS, and any other administrative expenses. Refer Annexure B for detailed scope of equipment by operator & BPCL respectively. QR code scanning system and any other software introduced in future ERP system to be run on internet.
6. Operator shall be fully responsible for safe keeping of the products from the time and date of Receipt at the warehouse. Any loss or damage for any reason like pilferage, shortage, theft, accident, contamination, etc, after receipt at the warehouse would be debited to the Operator at ***Amount equivalent to prevailing MRP (for MRP based packed products) / Dealer Billing Price (Basic listed selling price + GST) + 20% penal charges on Dealer Billing Price, for non MRP based products*** and recovered from monthly bills of the Operator. In case, the said amount of damage exceeds the bill amount in any month, Operator shall forthwith pay the same within 7 days of receiving a demand from BPCL. Apart from Lubricant Products, loss or damage to any assets of BPCL inside the warehouse / warehouse shall also be deducted from such monthly bills.
7. In the event of claim under Insurance Policy by BPCL the Operator shall provide all necessary assistance in regard to liaison with the Insurance Company for filing of the claim and completing all the formalities.
8. Provide and maintain infrastructure/equipment as per Annexure B. The specification for PC Desktop Computers is Operating system Preloaded with Windows10 OS / 17" color monitor, Processor 7th Generation Intel Core i5-7400, Processor clock speed 3.5 GHz, Processor L3 cache 6 MB, Motherboard chipset Intel H110 chipset, Memory 4 GB DDR4 RAM @ 2400 MHz expandable up to 16 GB, Hard Disk 3.5" 1 TB SATA HDD @ 7200rpm, Display 19.5" diagonal TFT Monitor, USB ports, Compatible Keyboard & mouse and UPS of 500 VA capacity. The Operator shall upgrade the equipment so as to be compatible with BPCL system requirement which may change from time to time.
9. Provide and maintain AC, furniture such as tables, chairs, cup boards/racks of slotted angle sufficient to store office records, stationery, Sales Promotion (SPA) items etc as required by Territory Manager from time to time. Details as per Schedule B.
10. Receive the product which would normally be by Road Transport and checking the products for their correctness with the Stock Transfer Invoice or any other document, and stocking them in the depot as per the laid down norms of the Corporation and also completing required transactions in SAP on day to day basis. Carrying out as many loading / unloading of the product on a day as required at own cost. Corporation has QR code system for all packs and products across the Supply Chain.
 - a) The process for Stock Transfers Orders (STOs) / Goods Received (GR), Sales Invoicing, Sales Return

and Warehouse Management is as follows:

- b) For Stock Transfers/Sales Invoice the products can only be dispatched after scan of QR Codes in each of the product. The correct scanning and subsequent STO/Sales Invoice creation will be performed by the C&F and the C&F needs to ensure that only the correct QR codes against the products are scanned and dispatched.
 - c) For Goods Received of the products the C&F operator needs to scan each of the QR Codes in each SKU and then proceed with GR in BPCL ERP System
 - d) After Goods are Received and stored in C&F Premise, the C&F will have liability of safekeeping of these QRs from unauthorized scans. In case these QRs are scanned in C&F premise, the recovery of the monetary value against these QRs will be done from the C&F.
 - e) C&F to prohibit photography/videography of QR Codes in the products in the C&F Premise.
 - f) C&F to ensure scanning of every pack while sales outward/dispatch from depot, dispatch note need to generated in QR portal and should go with consignment as mandatory document.
 - g) C&F has to develop their own mechanism to identify the customer wise product scanned and the same product need to deliver to respective customer only.
 - h) For Sales Return, the C&F need to adhere to the process of SRN, where each QR Code needs to be scanned for its correctness before completing SRN in BPCL ERP System.
 - i) The C&F needs to follow the Warehouse Management System (WMS) for storing and retrieving of products in the C&F and insure adherence to the WMS processes.
11. To carry out scanning of QR Codes, each C&F will be provided Hand Held Scanners. C&F Operator needs to ensure that these scanners are operated as per the Standard Operation Procedures. If any of the devices is missing or damaged by the C&F and its staff, the C&F will be debited with the cost of such missing or manhandled scanners.
12. C&F Operator to arrange for loading of the product at C&F site.
13. At the time of receipt of products, endorsing any defective/non receipt of the packages etc, as per the document, as shortage on the primary Transporter challan after advising BPCL Officer and keeping a record of the same in a register which shall be countersigned by BPCL Officer. Booking of the loss to the primary transporter should be as per the prevailing Primary Transport Agreement. Any other loss to be booked also should be only with the written permission of TM (Lubes).

e.g. In case of leaky/damaged pack (container) up to 7 litres, cost of pack (container) will be deducted from the Carrier at the prevailing MRP. In case of leaky / damaged packs (containers) above 7 litres, cost of oil loss @ Dealer Billing Price & cost of empty pack (container) in case it is non-marketable will be deducted from the Carrier. The deductions will be made from the Carrier(s)' bills / Bank guarantee by the Corporation" Any other loss to be booked also should be only with the written permission of TM(Lubes) and records thereof to be maintained.

In case of packaging material damage in primary transport, same need to be booked during the GR, Cost of packaging materials will be taken from supplying plant/SO/TM/LM and same need to be entered in system for recovery. The transporter/driver sign on invoice as acceptance of loss is mandatory for any loss booking . If C&F fail to book the loss during the GR then same will be recovered from C&F operators.

14. Day to day liaison with Supply Location for replenishment of stocks.

15. Carrying out samples as per directions of location In-charge for carrying out required checks.
16. Preparing necessary Invoices of BPCL in SAP system for the supplies/receipts as required (Sales and or Stock Transfer). Under no circumstances any material should come in or go out without prescribed computerized BPCL documents. Proper entry of incoming and outgoing of material should be maintained as per the guidelines.
17. Any DD/ Cheque received by the Operator from Customers/BPCL Officials towards sale of the products to be deposited within 24 hrs of the receipt of the same after completion of due transactions in SAP. Failing to do so BPCL shall reserve the right to charge an interest at 18% p.a after completion of the 24 hrs from the receipt of the same till the instruments are lodged in the Bank.
18. Allowing officials of BPCL free access to the warehouse / records for inspections at all times.
19. Preparing all documents and reports like invoices, bank deposits slips etc, as per BPCL Guidelines. The Reports would be submitted to BPCL in both hard and soft copies, if required by BPCL.
20. Bulking of leaky products in different empty barrels so that further loss can be avoided.
21. Ensure proper documentation so as to comply with the Taxation rules as amended from time to time.
22. Carrying out all stock/sales/financial accounting in SAP/ERP system, QR code scanning system and any other software introduced in future and related activities like GST formalities etc as applicable.
23. Ensure all safety norms of BPCL are followed at the Operator's cost.
24. There should be nil "in transit" stock for the products already received in the depot. However, there should be weekly reconciliation in case of any specific in transit stock. They should take up with supply location/TM (Lubes) and resolve such issues within 30 days.
25. Correspondence / contact with other depots / supply location as per the requirement.
26. Maintain security for the products and other assets on round the clock basis at his cost.
27. Maintain proper housekeeping (**inside & outside area**) on day to day basis.
28. Ensuring monthly stock check activities along with BPCL Official are completed on the first working day of each month along with postings in SAP system as per laid down procedure. Any loss/gain should be analyzed and corrective action to be taken under advice to TM lubes. Besides this, BPCL official is authorized to do surprise check of the stock on any day at any time.

29. The Operator shall provide and maintain the fire extinguishers, in working condition as per laid down safety norms, at all times and also should ensure periodic check up and up keep. The Operator shall also provide PPE's such as hand gloves / safety shoes and Safety helmets etc to his employees. Operator to provide **uniforms** to his authorized staff including driver/cleaner & loading/unloading for delivery of product with Photo ID Card duly signed by TM (Lubes). The operator to ensure that his employees use PPEs during the loading / unloading / stacking and all other handling activities.
30. Weighing scale need to be provided by C&F Operator and should be maintained in working condition and stamping should be done at operators cost or operator to provide an electronic weighing scale of 500 KG capacity duly stamped by W&M Legal Metrology
31. While operating the warehouse, all the liaison work with statutory authorities (Labour Commissioner, etc) shall be carried out by the Operator.
32. Whenever there is price revision in respect of small packs of lubricants (other than barrels) the operator should declare the stocks in writing and duly signed by the respective TM (Lubes) and Depot I/C and ***should dispatch first, only the old MRP products and only after exhausting the same should he bill/dispatch the new MRP products.***
33. The Operator shall always keep the warehouse clean & shall adhere BPCL warehousing guidelines
34. The Operator shall strictly follow First In First Out system while making supplies and managing warehouse.
35. To provide wooden/HDPE pallets (over and above supplied by BPCL)/ runners for proper stacking of barrels and packages. In case of non provision of adequate no. of pallets and runners, the cost of the containers getting damaged will be debited to the operator and over and above that 10% of the monthly bill amount will be levied as penalty.
36. Stacking of Cases & Pails shall be 1+5 high and also stacking of the cases in the palletized storage racks as provided by BPCL in go-down.
37. Barrels should be stored in 3'O clock – 9'O clock position (in case of horizontal stacking).
38. Grease Casks & HDPE (Plastic) Brls are to be kept under shade only.
39. Grade wise stacking to be ensured for ease in loading and stock counting.
40. Leaky & damaged container/packages to be segregated and action for bulking and liquidation is to be processed through Approval from Territory.
41. The samples from the Contaminated / Returned product should be sent to Lab testing through Sales Officer. Products should be blocked in the system to avoid billing of the same.
42. Liaison with bank for deposit of instruments, collection of dishonored instrument, if any, etc and providing timely information to TM (Lubes), Regional Finance, Lubes

43. The Operator shall register himself with GST in the state of C&F depot. Successful operator shall obtain the GST within 10 days of intimation from BPCL. Subsequent to which contract will be placed.
44. Any discounts/credit to the customers given by the Operator shall be based on written authorization from respective TM (Lubes) only.
45. It should be the endeavor of the Operator to handle maximum number of incoming trucks on daily basis so as to increase the throughput. In case trucks are detained beyond 15 hours from the reporting time by the Operator for any reasons or due to inability of Operator to unload the product, BPCL shall recover such detention charges payable to the transporter, if any, from the Operator. For making the recovery, the timings considered for reporting of trucks shall be the actual reporting time of the truck.
46. The Operator shall maintain all documents / records in good condition by binding them on monthly basis at his cost.
47. The Warehouse shall be used exclusively for stocking BPCL's products, Sales Promotion (SP) items and official records of BPCL. It shall not be used for any other purpose. BPCL shall have absolute rights to stock any product at the warehouse and also take out or transfer any stocks for any reason like those found slow moving, non-moving or contaminated.
48. The C&F Operator shall keep the warehouse open on all days of the week except nominated weekly holiday of BPCL. The Warehouse will be normally kept open between 09:30 Hrs to 18:00 hrs with maximum 30 minutes lunch breaks (one shift operation). Subject to exigencies of work and statutory rules permitting, the warehouse will be kept open even beyond above time / days particularly for receiving the product and for executing urgent supplies without any additional charges thereof.

Special Terms and Conditions common to both C&F Operator and Secondary Transporter:

49. BPCL shall make the following monthly payments to the C&F Operator & Transportation Vendor -
 - a. An amount as agreed during the negotiation / award of contract (Rs. per MT). The rates (Rs per MT) would be as agreed separately for Sales volumes (invoiced at Net Product Weight Excluding Packaging) and Stock Transfer volumes i.e only for the stocks dispatched from Fazalgarh to company's other depots, during award of contract. These rates would be all inclusive covering all duties / responsibilities of C&F Operator as detailed in the Tender Document, Telephones, Internet Connection, courier charges and other miscellaneous charges etc. . (Inward movement of product from our any location to Fazalgarh should not be considered as Stock Transfer Volume). No charges other than the above two agreed rates shall be payable by BPCL in regard to C&F Operations.
 - b. Payment would be made against bills to be raised by the Operator on monthly basis after deducting for any stock loss and any other claims of BPCL. Operator shall submit the monthly stock statement duly certified by BPCL official together with bill before 7th of every month for the previous month. Monthly payment shall be paid by BPCL within seven days from the date of receipt of bill after due verification. However the last date of submitting the bill will not be beyond 10th of the month. Any non-compliance on this account will be liable for punitive action,
 - c. Service Tax or GST as applicable from time to time against the invoice.

- d. Applicable Taxes like TDS etc, would be deducted from the vendor from such monthly payment.
50. For any financial liability imposed on BPCL by authorities due to non-compliance of rules and regulations by the Operator, the said amount will be recovered from monthly bills/ security deposit of Operator. If the amount exceeds the security deposit, balance amount to be paid by Operator within 7 days.
51. For the purpose of carrying out this job the C&F Operator/Secondary transporter shall employ or engage their own personnel. Persons so employed by the Operator(s) shall not be deemed to be in employment of BHARAT PETROLEUM CORPN. LTD. and the supervision and control of such employees shall rest always with the Operator(s). The Operator(s) shall undertake that no person working for them who is a foreigner, shall enter into the premises declared by the Government as "protected places" which shall include (all BPCL premises). The Operator(s) further undertake to strictly abide by the Defence of India Act and Rules.
52. If however, any claim is made by any employees of the C&F Operator/Secondary transporter against the Corporation for wages, compensation or any sum or dues, the Operator(s) agrees to indemnify the Corporation of all such claims and to pay all the expenses which the corporation may incur in defending any proceedings pursuant to such claims.
53. The C&F Operator/Secondary transporter and his employees shall abide by the General rules and regulations of Bharat Petroleum Co. Ltd. Like not carrying match box, wearing identity card and uniforms given by the Operator, not to wander around in prohibited area etc. when they are within the Corporation's premises. All safety precautions as per the Corporation's rules should be observed by the C&F Operator/Secondary transporter and his/their men within Corporation's premises.
54. The C&F Operator/Secondary transporter will indemnify the Corporation against the consequences arising out of their or their workmen's / servants / agent's default or negligence or violation or non-adherence to Municipal/State/Central Acts relating to the carriage of goods. Should the Corporation be held liable for any loss, damage or compensation to their parties arising in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Operator(s). The Operator(s) shall observe and comply with the requirements of the Minimum Wages Act (pertaining to Central or State whichever is higher), the ESI act and all other Industrial / Labour legislation for the time being in force or may later be brought into force governing the relationship between the employer and employees and also undertake to hold the Corporation indemnified against all claims, payments, losses, that Corporation may have to make or suffer on account thereof. The Operator(s) shall whenever required by the Corporation or Government official authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.
55. The C&F Operator/Secondary transporter will accept liability for payment of compensation in accordance with the provision of the Workmen compensation Act 1923, read with the ESI Act 1948, or amendments thereafter for personal injury caused to any workmen by accident arising out of and in the course of his employment by the Operator(s) in the discharge of the Operator(s) obligations under the agreement. The Operator(s) will indemnify the corporation and keep indemnified from all payments by way of compensation or otherwise which the Corporation may be called upon to make under the provisions of the said act to any such workmen as aforesaid and any expenses incurred by the Corporation in connection with any claim preferred by such workmen and/or against all actions,

claims, and demands, whatsoever in respect of any loss, injury or damages whatsoever to any third party, person caused by the Operator(s) their workmen, servants and agents.

56. The C&F Operator/Secondary transporter shall not engage any child or bonded labor for handling his work in connection with this contract or contravene any of the Government rules and regulation in this regard.
57. The C&F Operator/Secondary transporter shall remain at all-time liable to the Corporation for any loss or damage caused to any building, plant, machinery or the property of the Corporation due to careless, negligent, inexperienced act or default of the Operator(s), his/their agents, representatives or employees, the Corporation shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amounts payable hereunder to the Operator(s) the cost repairs of the amount of loss or damages.
58. The C&F Operator/Secondary transporter will be liable for any loss, any injury to Corporation's employee due to careless, negligent, inexperienced act or default of the Operator(s), his/their agents, representative or employees.
59. BPCL shall have the right of appointing any additional C&F Operator (s) or dealer (s) or distributor (s) or making direct supplies to its dealers, distributor, consumer etc. even in the area of operation of the Operator without being liable to pay any compensation or charges to the C&F Operator on such activities.
 - i. The obligations of BPCL shall include –
 - ii. Arranging inward supply of the products suitable mode of connectivity to BPCL's ERP system
 - iii. BPCL reserves the right to terminate the contract by giving one month's notice and in such an event, the C&F Operator/Secondary transporter shall be bound to hand over BPCL's products, records, stationery, and other facilities back to BPCL as per time frame fixed by TM Lubes/Plant Manager (Lubes). However BPCL also reserves the right to terminate the contract without any notice to that effect, in the event of any conduct by C&F Operator which is contrary to the interest / policies of BPCL or in the following circumstances:
 - iv. If the C&F Operator/Secondary transporter is found negligent or incapable of carrying out the work contemplated in this agreement.
 - v. If the C&F Operator/Secondary transporter is found guilty of breach of any of the covenants, conditions and stipulation on his part contained in this Agreement.
 - vi. If the C&F Operator/Secondary transporter will commit or suffer to commit any act which , in the opinion of Head (Lubes) West of BPCL by whatever name called, is in violation of any of the condition contained in this Agreement or is prejudicial to the interest or good will of BPCL or their products or brand.
 - vii. If the C&F Operator/Secondary transporter firm, its' proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
 - viii. If attachment in execution of a decree is passed against the C&F Operator/Secondary transporter, its proprietor or any of it's' partners.

- ix. If road permits or statutory licenses / permissions granted to C&F Operator/Secondary transporter firm or any statutory authorities' licences are cancelled or revoked.
 - x. If any of the information submitted by the C&F Operator/Secondary transporter in the tender is found incorrect at any time.
 - xi. Breach of any of the terms or conditions of this Agreement by the C&F.
 - xii. If the C&F Operator/Secondary transporter causes disruption in supply of packed lubricants products. The decision of Company will be final and binding on the C&F.
 - xiii. On the death or retirement of proprietor or any of the partners of the C&F Operator/Secondary transporter. However, in case, Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Carrier. The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit. Company shall account for Security Deposit to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Carriers to the Company in writing within 24 hours of such death or retirement. If the C&F Operator/Secondary transporter or its employees commits any unsafe act such as rash driving, accident, non-adherence to safety guidelines and not using safety/protective equipment's etc. within or outside BPCL premises.
 - xiv. If the C&F Operator/Secondary transporter, its proprietor or any partners or his employees misbehaves (abuse/ threat/ assault/ manhandles) with the consumers/Dealers or with the employee of the BPCL.
60. Upon termination of this Agreement for any reason whatsoever, the C&F Operator/Secondary transporter will cease to have any right to continue as Operator of BPCL and will promptly hand over BPCL's properties, stocks, records, stationery, etc to TM (Lubes), BPCL /Plant Manager (Lubes). Further, account shall be drawn up and balance payment if any, after accounting for damages / contaminated stocks etc. would be paid to the C&F Operator within fifteen days.
61. Liquidated damages of Rs. 5000/- (Rupees five thousand) per day shall be payable by the C&F Operator/Secondary transporter to BPCL in case of delays in completing handing over of all documents / products / assets beyond the time frame stipulated by TM Lubes.
62. Successful C&F operator is required to get insurance coverage in favour of BPCL (at the address of C&F location) for product safety towards theft and other acts which are not covered under natural calamity. The insurance value is decided based on book value of product available at C&F after adjusting the value of BG. For Fazalganj, the insurance coverage required is **Rs. 2.05 Cr.**
63. All notices to be sent by either party to the other shall be deemed to be duly communicated if delivered to the other party against acknowledgement at its address referred to in the title of this agreement or sent by Registered A.D.
64. The C&F operator will enter into an agreement with BPCL for operating the depot as per prescribed format. The agreement will also cover addendum agreement for OEM products handing and distribution (The requirements of OEM agreement cover activities as per **Annexure-E**).

65. Duration of the agreement shall be **One year**. However, this agreement can be terminated by BPCL by giving the Operator one month's written notice without assigning any reasons and without liability to pay any compensation.

66. The tender is value contract type and bidder(s) to accept a provision to increase the value contract up to 25%

67. Penalty for Non-performance is as under-

SI No	Description of Activity	Penalty	Applicability of Penalty
1	Non-provision of manpower as per agreement to be checked from gate register.	Rs. 1000 /- per day per person for labour and Rs. 1500 /- per day per person	C&F Operator
		for clerical and supervisory staff.	
2	Absence of trained staff for operating SAP/handling depot transactions leading to delay in documentation.	Rs. 5000/- per month.	C&F Operator
3	Delay in preparation Sales Order/Invoice beyond 24 Hrs of Order receipt	Rs. 500/- per Customer a/c per day.	C&F Operator
4	Unauthorized Shipment of products out of Warehouse	150% of Value of product when there is unauthorized Shipment of product i.e. without Invoice/STO etc as the case may be.	C&F Operator
5	Non-compliance of agreement condition in providing facilities as per Schedule A & B of tender document	10% of monthly billing till the facilities are provided	C&F Operator
6	Non-adherence of HSSE standards	Rs.2000/- per month.	C&F Operator and
7	Non-compliance of warehousing practices as per Clause 10	Rs.2000/- per month till compliance.	C&F Operator
8	Non-Generating dispatch note in QR portal/dispatch of product without scanning	Rs.100 per Invoice	C&F Operator

TECHNICAL EVALUATION CRITERIA:

The bidder need to submit following document duly signed by authorised signatory online to qualify in the technical bid. If bidder fails to submit the desired document during bidding, the bid shall be rejected in technical evaluation.

1. Original Power of Attorney for the authorized signatory in case of firms other than proprietor to be submitted on non judicial stamp paper of 500/- (For both C&F Operator & Secondary Transporter).
2. Existing C&F operator of BPCL confirming for not having 5 or more than C&F locations across all regions of BPCL (For C&F Operator).
3. PLD/ILD/LBA/RLD (parties having common business interest) including their Relatives Operating in Region will not be Eligible to Participate in the C&F tender for the depot falling under the same region. Also, we and our relatives are not distributors of any other Lubricant. Marketing Company (For C&F Operator).
4. Undertaking for payment of min. wage as per prevailing rules (For both C&F Operator & Secondary Transporter).
5. Undertaking to maintain HSSE standard as mentioned in the tender including providing PPEs for all operating personnel (For both C&F Operator & Secondary Transporter).
6. Notarized declaration from the tenderer for not owning of any Lube Oil Blending Plants (For C&F Operator).
7. Certificate of registration for ESI and PF For both C&F Operator & Secondary Transporter)

Annexure – A

MANPOWER REQUIREMENT FOR FAZALGANJ

S.No	Designation	Skill / Qualification	Quantity/ No's
1	Manager	Skilled: 12 th Pass with minimum 3 years' experience in relevant field. / Graduate with 1 year experience in relevant field.	1
2	PC operator cum clerk	Skilled: 12 th Pass with minimum 2 years' experience in relevant field. / Graduate with 1 year experience in relevant field with knowledge of computer operation.	2
3	Labour for loading /unloading	Un Skilled	6
4	Godown Assistant	Semi-Skilled : 10th Pass with minimum 3 years' experience/ 12th Pass with minimum 1 years' experience in relevant field.	1
5	General Workmen (Housekeeping / other Misc Activities)	Un Skilled	1
6	Forklift / Stacker Operator	Semiskilled	1

Note: The above mentioned man power requirements are minimum. And C&F to deploy additional man power suitably as and when needed.

Annexure – B

EQUIPMENT/INFRASTRUCTURE REQUIREMENT AT FAZALGANJ

(under Vendor Scope)

Item	Description	Unit	Nos.
PC	Intel Core I3 with minimum 4 GB RAM / Windows 10 OS / 17” color monitor	No's	3
Printer	Ink jet/Laser Jet printer/scanner	No's	2
Stationery	A4 Size papers for invoice printing and correspondences	No. of reams	As required
Telephone (land line)	Landline/Mobile	No's	2
Broadband	Connections	No's	1
UPS	UPS	No's	2
AC	Min 1.5 Ton	No's	2
Office Furniture	Tables	No's	3
	Chairs	No's	15
	Cupboard	No's	2
	Steel Racks	No's	4
DG SET	Of reputed brand with 5 KVA capacity to cater the office/go-down area	No's	1
Pallets	Wooden pallets approximate qty : nos(to stack the small packs)	No's	As required but minimum 500 nos
Runners	Wooden runners approximately (for stacking of average 500 barrels barrels- Qty may vary)	No's	As required but minimum 300 nos
Forklift	Forklift -Min 1 MT capacity	No's	1
Wooden Ply	Each vehicle to have wooden ply for every 3-4 stacking to avoid product damage during transportation.	No's	As required
PPEs(Helmet, Shoes, Handgloves)		No's	As required
Fire Extinguishers and Sand Buckets	As per OISD 117- 10 kg	No's	As required
Weighing Scale	500 kg capacity minimum	No's	1

DECLARATION FOR C&F OPERATION

We hereby declare that we,

- i) do not have 5 or more than 5 nos. of ongoing / valid C&F contracts of BPCL (at all regions put together ie North, East, South and West) at the time and date of publishing of this tender.
- ii) including any of our relatives, do not own any lube oil blending plants.
- iii) confirm that we will not own any lube oil blending plant during the validity of this contract if awarded.
- iv) shall pay minimum wages to all the staff employed by us as per the statutory guidelines.
- v) shall maintain HSSE standard as mentioned in the tender and ensure use of PPEs for all operating personnel as per tender technical specifications.
- vi) including any of our relatives are not distributors (PLD/ILD//RLD/LBA) of BPCL in Western region.
- vii) including any of our relatives, are not lube distributors of any other Lubricant Marketing Company in the Western region.
- viii) confirm that we will not take up any distributorship of any other Lubricant Marketing company during the validity of this contract if awarded.

The above declaration is true to the best of our knowledge. In case, in future if BPCL finds any information in contrast to our above Declaration, the Corporation can initiate action as deemed fit, including rejection of our Tender / termination of our contract.

Signature of the Tenderer:

Full Name of the Tenderer: Address:

Address :

Annexure-D**Additional Details**

ITEM DESCRIPTION	QTY	UoM
C&F operating Charges - Sales - Year I	5844	MT
C&F operating Charges - Stock Transfer - Year I	225	MT
Total	6069	MT

Address of C&F

LUBES HUB FAZALGANJ, 84/47,FAZALGANJ, FACTORY AREA, KANPUR NAGAR, 208012

C&F 'S RESPONSIBILITIES / DUTIES FOR OEM PRODUCTS

1. C&F 'S RESPONSIBILITIES / DUTIES:

1.1. C&F agent will be responsible for receiving, clearing, forwarding, handling and storing TVS-M Lubricants (Lubricant oil), Hero, Honda and other OEM packs as per the tie up with BPCL at its warehouse, which services shall include but not be limited to the following:

a) Receiving dispatch instructions, printing Company's invoices, making arrangements for dispatch, obtaining acknowledgements and lorry receipt under instructions from such authorized officer/s of the Company from time to time.

Viewing and Printing Company's Invoices

b) Sending dispatch document and effecting deliveries to the distributors/dealers/respective parties and to the Company, in accordance with the instructions given by BPCL and the Company from time to time. The documentation process flow chart for this distribution channel is provided in Annexure A.

c) In case of short delivery or damage or loss during transit, obtaining damaged/short delivered/lost certificate from carrier, wherever necessary and intimating BPCL forthwith.

d) To bear and pay all expenses incidental to loading, unloading, handling, clearing and forwarding TVS-M Lubricants (lubricant oil) including transportation insurance.

e) To bear and pay all expenses specially incurred in carrying out its obligations under this Agreement including postage.

f) Providing at its cost round the clock security in the warehouse.

g) Attending and carrying out such other duties as may be agreed from time to time.

h) Erecting and maintaining in the warehouse, signboard of suitable dimensions as required and provided by BPCL / Company on which will be written "TVS Motor Company Limited" and/or in such vernacular language as may be required by local laws & custom in practice with the warehouse address with logo of the Company as provided by the Company.

1.2 The relationship of principal and agent between the BPCL and C&F agent shall be to the extent of storage and distribution of TVS-Lubricant by company to its authorized service network.

1.3 C&F agent shall be responsible to maintain, preserve in such manner as may deem fit and proper

all documents, records including but not limited to reports from the system, invoice copies, proof of dispatch, etc as advised by the company from time to time and make them available to the BPCL/ company as and when required.

- 1.4 C&F will maintain confidentiality of prices and other Terms & Conditions applicable to TVS or its authorized dealer network.
- 1.5 C &F agent shall cover all risks involved and necessary for due performance of their obligations with adequate insurance coverage including but not limited to transit, storage, fire, flood, breakage, theft, burglary, accident damages, etc.
- 1.6 C&F Agent shall make supplies to TVS Authorized Network subject to a minimum drop size of 200 ltrs, with a lead time of 2 clear working days i.e. 48 hours for local supplies (i.e. within the city limit of supply location) and 3 clear working days i.e. 72 hours for outstation supplies (i.e. outside the city limit of supply location) inclusive of the order date in both the cases.

2. PAYMENT

2.1 The TVS Service Network dealer shall acknowledge the receipt of product within 5 days from the date of dispatch by using company's web system. C &F agent is supposed to maintain proof of dispatch of good and receipt by company's dealers always.

Company (TVS) shall provide access to BPCL to download the details of TVS-M Lubricants dispatched on behalf of the company but for which delivery acknowledgement has not been made in the company's system. C &F agent shall provide the details of cases where the product have been delivered but not acknowledged as delivered in the company's system. The company shall take up with Authorized network and arrange the necessary acknowledgement in the system for such deliveries. The company shall also instruct its service network to acknowledge the deliveries within five days from the date of dispatch of goods.

3. PERSONNEL

C &F agent shall at its own cost and responsibility engage such staff / labor/ contractor required for the due performance of its obligations under this Agreement. BPCL shall not in any way be responsible to pay the salary, etc., to the said staff / labor engaged by C &F agent. C &F agent shall ensure payment of all statutory due under any enactment whatsoever and C &F agent shall comply with all the labor legislations, in respect of the said staff / labor engaged by him and such staff / labor / contractor will at all times shall not be treated as the employees of BPCL / TVS-M.

4. SAFE CUSTODY:

- 4.1 C &F agent will be responsible at all times for the maintenance and safe custody of TVS-M Lubricants belonging to the company in the warehouse.
- 4.2 C &F agent will be liable to BPCL for any loss, misdelivery, non-delivery, shortage of or damage to

TVS-M Lubricants (Lubricant oil) belonging to the company by reason of any act or omission on the part of C &F agent or his servants or workmen or whilst TVS-M Lubricants belonging to BPCL/company are in the custody of C &F agent or under its control, unless it shall be proved to the satisfaction of BPCL/Company and its insurers that such loss, misdelivery, non-delivery, shortage of or damage to TVS-M Lubricants was not caused or contributed to, by negligence or willful act or default on the part of C &F agent or its servants or workmen. C &F agent will within 2 weeks from the date of any demand made by BPCL in that behalf, reimburse the BPCL the amount of any loss for which C &F agent is liable.

5. OWNERSHIP AND LIEN

3.1 C &F agent is entrusted with such stocks of TVS-M Lubricants (Lubricant Oil) as belonging to the company only for the purpose of discharging its duties under these presents. It is expressly understood that the ownership of such stocks of TVS –M Lubricants (Lubricant oil) as belongs to BPCL/ company shall at all times rest with the Company. C &F agent shall not have any lien on the same on any account whatsoever. C &F agent shall not hypothecate, pledge, sell or otherwise dispose of TVS-M Lubricants as belonging to the company or any part thereof or deal with the same otherwise than in accordance with the instructions of the Company. C &F agent shall also take adequate steps to ensure that no lien on such stocks of TVS-M Lubricants as belonging to the company is claimed by any of C &F agent's bankers, creditors or other customers and keep BPCL indemnified of all costs and expenses incurred or suffered by BPCL by reason of any such claims being made against such stocks of TVS–M Lubricants as belonging to the company.

3.2 The Officers of BPCL / Company shall be entitled at all reasonable times during office hours to enter the warehouse where such stocks of TVS-M Lubricants as belonging to the company are kept, for the purpose of inspection or for retaking possession of such stocks of TVS-M Lubricants as belonging to BPCL/company from the said Warehouse. C &F agent shall render all assistance to BPCL/ Company's authorized officers for the aforesaid purposes.

6. RECORDS AND REPORTS

6.1 C &F agent will keep full and true account of and furnish every calendar month as mutually agreed a statement in respect of the preceding calendar month of such stocks of TVS-M Lubricants as

belonging to BPCL/company received by it and delivered by it to the dealers of BPCL/Company and of all matters concerning such stocks of TVS-M Lubricants as belonging to BPCL/ company in such manner as the BPCL/Company may from time to time direct and such accounts will at all reasonable time be open for inspection by BPCL/ Company or any employee or agent of BPCL/Company duly authorized in that behalf and such employee or agent shall be at liberty to take copies of or extracts from the same or any part thereof and to inspect and to take stock of such stocks of TVS-M Lubricants as belonging to BPCL/company so received by C &F agent from the BPCL and will be responsible for the said custody thereof.

6.2 C &F agent shall preserve the accounts as above relating to such stocks of TVS-M Lubricants as belonging to the company and records for at least Eight years in the event of renewal of contract period ; otherwise it will be up to the currency of the contract and such accounts of C &F agent may be examined by the BPCL/Company at such intervals as may be deemed fit by BPCL/Company.

C&F 'S RESPONSIBILITIES / DUTIES FOR HMCL PRODUCTS

1. C&F 'S RESPONSIBILITIES / DUTIES:

1.1 C&F agent will be responsible for receiving, clearing, forwarding, handling and storing HMCL Products (Lubricant oil), Honda and other OEM packs as per the tie up with BPCL at its warehouse. As an example for HMCL customer the services shall include but not be limited to the following. The same would be applicable for other OEM customers as existing with BPCL from time to time

:

a) Receiving dispatch instructions, printing Company's invoices, making arrangements for dispatch, obtaining acknowledgements and lorry receipt under instructions from such authorized officer/s of the Company from time to time.

Viewing and Printing Company's Invoices

b) Sending dispatch document and effecting deliveries to the distributors/dealers/respective parties and to the Company, in accordance with the instructions given by BPCL and the Company from time to time. The documentation process flow chart for this distribution channel is provided in Annexure A

c) In case of short delivery or damage or loss during transit, obtaining damaged/short delivered/lost certificate from carrier, wherever necessary and intimating BPCL forthwith.

d) To bear and pay all expenses incidental to loading, unloading, handling, clearing and forwarding HMCL Products (lubricant oil) including transportation insurance.

e) To bear and pay all expenses specially incurred in carrying out its obligations under this Agreement including postage, water and electricity charges.

f) Providing at it's cost round the clock security in the warehouse.

g) Attending and carrying out such other duties as may be agreed from time to time.

h) Erecting and maintaining in the warehouse, signboard of suitable dimensions as required and provided by BPCL / Company on which will be written "HMCL" and/or in such vernacular language as may be required by local laws & custom in practice with the warehouse address with logo of the Company as provided by the Company.

1.2 The relationship of principal and agent between the BPCL and C&F agent shall be to the extent of storage and distribution of HMCL Products by company to its authorized service network.

1.3 C &F agent shall be responsible to maintain, preserve in such manner as may deem fit and proper all documents, records including but not limited to reports from the system, invoice copies, proof of dispatch, etc as advised by the company from time to time and make them available to the BPCL/ company as and when required.

1.4 C&F will maintain confidentiality of prices and other Terms & Conditions applicable to HMCL or its authorized dealer network.

1.5 C &F agent shall cover all risks involved and necessary for due performance of their obligations with adequate insurance coverage including but not limited to transit, storage, fire, flood, breakage, theft, burglary, accident damages, etc.

1.6 C&F Agent shall make supplies to HMCL Authorized Network subject to a minimum drop size of 200 Ltrs, with a lead time of 2 clear working days i.e 48 hours for local supplies (i.e. within the city limit of supply location) and 3 clear working days i.e 72 hours for outstation supplies (i.e. outside the city limit of supply location) inclusive of the order date in both the cases.

2. PAYMENT

2.1 The HMCL Service Network dealer shall acknowledge the receipt of product within 5 days from the date of dispatch by using company's web system. C &F agent is supposed to maintain proof of dispatch of good and receipt by company's dealers always.

Company (HMCL) shall provide access to BPCL to download the details of HMCL Products dispatched on behalf of the company but for which delivery acknowledgement has not been made in the company's system. C &F agent shall provide the details of cases where the product have been delivered but not acknowledged as delivered in the company's system. The company shall take up with Authorized network and arrange the necessary acknowledgement in the system for such deliveries. The company shall also instruct its service network to acknowledge the deliveries within five days from the date of dispatch of goods.

3. PERSONNEL

C &F agent shall at its own cost and responsibility engage such staff / labour/ contractor required for the due performance of its obligations under this Agreement. BPCL shall not in any way be responsible to pay the salary, etc., to the said staff / labour engaged by C &F agent. C &F agent shall ensure payment of all statutory due under any enactment whatsoever and C &F agent shall comply with all the labour legislations, in respect of the said staff / labour engaged by him and such staff / labour / contractor will at all times shall not be treated as the employees of BPCL / HMCL.

4. SAFE CUSTODY

- 4.1 C &F agent will be responsible at all times for the maintenance and safe custody of HMCL Products belonging to the company in the warehouse.
- 4.2 C &F agent will be liable to BPCL for any loss, misdelivery, non-delivery, shortage of or damage to HMCL Products (Lubricant oil) belonging to the company by reason of any act or omission on the part of C &F agent or his servants or workmen or whilst HMCL Products belonging to BPCL/company are in the custody of C &F agent or under its control, unless it shall be proved to the satisfaction of BPCL/Company and its insurers that such loss, misdelivery, non-delivery, shortage of or damage to HMCL Products was not caused or contributed to, by negligence or willful act or default on the part of C &F agent or its servants or workmen. C &F agent will within 2 weeks from the date of any demand made by BPCL in that behalf, reimburse the BPCL the amount of any loss for which C &F agent is liable.

5 OWNERSHIP AND LIEN

5.1 C &F agent is entrusted with such stocks of HMCL Products (Lubricant Oil) as belonging to the company only for the purpose of discharging its duties under these presents. It is expressly understood that the ownership of such stocks of HMCL Products (Lubricant oil) as belongs to BPCL/ company shall at all times rest with the Company. C &F agent shall not have any lien on the same on any account whatsoever. C &F agent shall not hypothecate, pledge, sell or otherwise dispose of HMCL Products as belonging to the company or any part thereof or deal with the same otherwise than in accordance with the instructions of the Company. C &F agent shall also take adequate steps to ensure that no lien on such stocks of HMCL Products as belonging to the company is claimed by any of C &F agent's bankers, creditors or other customers and keep BPCL indemnified of all costs and expenses incurred or suffered by BPCL by reason of any such claims being made against such stocks of HMCL Products as belonging to the company.

5.2 The Officers of BPCL / Company shall be entitled at all reasonable times during office hours to enter the warehouse where such stocks of HMCL Products as belonging to the company are kept, for the purpose of inspection or for retaking possession of such stocks of HMCL Products as belonging to BPCL/company from the said Warehouse. C &F agent shall render all assistance to BPCL/ Company's authorized officers for the aforesaid purposes.

6. RECORDS AND REPORTS

6.1 C &F agent will keep full and true account of and furnish every calendar month as mutually agreed a statement in respect of the preceding calendar month of such stocks of HMCL Products as belonging to BPCL/company received by it and delivered by it to the

dealers of BPCL/Company and of all matters concerning such stocks of HMCL Products as belonging to BPCL/ company in such manner as the BPCL/Company may from time to time direct and such accounts will at all reasonable time be open for inspection by BPCL/ Company or any employee or agent of BPCL/Company duly authorized in that behalf and such employee or agent shall be at liberty to take copies of or extracts from the same or any part thereof and to inspect and to take stock of such stocks of HMCL Products as belonging to BPCL/company so received by C &F agent from the BPCL and will be responsible for the said custody thereof.

6.2 C &F agent shall preserve the accounts as above relating to such stocks of HMCL Products as belonging to the company and records for at least Eight years in the event of renewal of contract period ; otherwise it will be up to the currency of the contract and such accounts of C &F agent may be examined by the BPCL/Company at such intervals as may be deemed fit by BPCL/Company.

Standard Operating Procedure (SOP)

C&F Operations: Warehouse Handling & Secondary Transportation at Fajalganj

1. Objective

To define the procedures for efficient warehouse handling and secondary transportation under C&F operations, ensuring accuracy, safety, and timely delivery of goods.

2. Scope

Applicable to C&F operator, warehouse staff, logistics teams, territory team and transport vendors involved in handling and distributing goods from the warehouse to secondary destinations (e.g., distributors, retailers).

3. Responsibilities

- **C&F Manager:** Overall supervision and compliance.
- **Warehouse Supervisor:** Inventory management and warehouse operations.
- **Secondary Transporter SPOC :** Transport planning and execution
- **Transport Vendors:** Safe and timely delivery

4. Warehouse Handling Operator Process and Responsibility

4.1 Inbound Process

- Verify incoming goods against purchase orders and delivery challans.
- Inspect for damages and discrepancies.
- Update inventory system with received stock.
- Store goods in designated areas.

4.2 Storage & Inventory Management

- Follow FIFO/storage methods.
- Maintain cleanliness and safety standards.
- Conduct regular cycle counts and audits.

4.3 Order Processing and intimation to Transporter SPOC by C&F

- Receive dispatch orders from BPCL.
- Pick goods as per order.
- Generate invoice

- Send the day's dispatch details to transporter SPOC through mail by 12:00 NOON with copy to attached SO
- Bring all the material to be dispatched and keep them at Bay area (before 3:30 PM) for loading
- Any delay in placing the vehicle to be intimated to transporter SPOC and concerned SO
- The SO to immediately coordinate with transporter and resolve the delay. In case of further issue the same to be escalated to concerned Territory Manager for resolution on the same day.
- In case issues for delay in placing vehicle is not brought to the attention of concerned SO, the C&F operator is liable for delay.
- During handing over of material to transporter for loading of the vehicle, scan the material against individual invoice and handover to transporter
- Update inventory records post-dispatch.

5. Secondary Transporter Process and Responsibility

5.1 Transport Planning

- Schedule deliveries based on the invoice details received from C&F operator on daily basis.
- Generate e way bill by assigning vehicles based on load and destination (as per invoices).
- Ensure vehicle availability at C&F depot by 4:30 PM on daily basis as per the details of dispatch provided by C&F operator.
- Any delay in placing all the material to be dispatched at Bay area to be intimated to C&F Operator SPOC and concerned SO
- The SO to immediately coordinate with C&F operator and resolve the delay. In case of further issue the same to be escalated to concerned Territory Manager for resolution on the same day.
- In case issues for delay in loading is not brought to the attention of concerned SO, the transporter is liable for delay.
- During taking over of material from C&F for loading of the vehicle, ensure that invoice wise material is scanned by C&F. Tagging/Barcoding of invoice wise material to be maintained by transporter (before loading) to avoid any interchange of SKUs amongst different customer invoices. All invoices are mapped with materials based on QR scan and the sanctity of this chain to be maintained throughout the delivery system till customer.

5.2 Loading & Dispatch

- Verify goods against dispatch documents before loading.
- Pick up material from bay area for loading into vehicle
- Once loading is done, any damage is on account of transporter
- Ensure proper loading to prevent damage.

5.3 Delivery & Proof of Delivery (POD)

- Monitor delivery status via track and trace portal.
- Provide track and trace portal access to BPCL officials for real time tracking
- Collect POD from consignee upon delivery (stamp and sign is mandatory)
- Collect signed POD and update delivery status in the system
- Address any delivery issues or discrepancies
- Bring back any customer return goods (if any) to depot and handover to C&F with documentation
- Stick to the delivery TAT agreed
- BPCL MTKM (as per invoice) will be taken as final for payment

6. Payment & Records

- Monthly payment to C&F operator as per the handling volume- With due verification by SO
- Monthly payment to secondary transporter based on the delivery confirmation in the transporter portal and evidence of e-POD- Physical verification by SO and confirmation of payment as per SAP maintained rates
- Respective penalties as per agreed tender condition- To be verified by SO on monthly basis as per the condition and booked to C&F operator and Secondary transporter

7. Compliance & Safety

- Adhere to company policies and legal regulations.
- Ensure safety gear and training for staff.
- Maintain fire safety and emergency protocols.

8. Review & Audit

- Monthly performance review of C&F operator and secondary transporter by concerned SO and LM against the agreed TAT/tender conditions.
- Quarterly review of performance with HQ SCM team
- Quarterly audits of inventory and transport records.
- Continuous improvement based on feedback

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

I N D E X

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

GENERAL PURCHASE CONDITIONS

1. DEFINITIONS:

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

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

2. REFERENCE FOR DOCUMENTATION:

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

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

4. LANGUAGE:

The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only. In case any of the supporting documents (either technical or financial) are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and signed by local Chamber of Commerce of bidder's country or Indian embassy in bidder's country or their embassy in India.

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 GST registration in the concerned State as applicable and vendor shall quote their GSTIN number in the quotation wherever required.

6.1 GST:

- 6.1.1. GST 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 GST applicable at

present. Any upward variation in GST rates, beyond the contractual delivery period, shall be to vendor's account.

- 6.1.2. In case GST is not applicable at present: In case GST gets levied due to change in turnover of Vendor/Supplier, shall be borne by the vendor/supplier. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 6.1.1. In case of change in stand of vendor/supplier about applicable rate of GST towards higher side, the same will not be payable.
- 6.1.3. Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST / Cess should be quoted separately wherever applicable.

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

- 6.1.4 The vendor shall take steps viz. mention relevant GSTIN of BPCL in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit.

Deferment of GST Amounts shall be done for those vendors who have got instances of open mismatches due to non-compliance. Open mismatches refer to cases whereby OWNER could not claim the GST Input Tax Credit in the month of payment of invoice due to non-compliance/ delayed compliance by the VENDOR. Accordingly, Over and above any payment term mentioned in the tender including that mentioned in the GPC/GCC, payment to VENDOR by OWNER for the basic amount (i.e. amount excluding GST) shall be made as mentioned in GPC/GCC or as mentioned anywhere else in the tender as applicable. However, GST amount of the Invoices shall be paid only after the amount gets reflected in the return (GSTR-1 Return of outward supplies/GSTR- 3B) submitted by the vendor on GSTIN portal (GSTR 2B of OWNER) to the satisfaction of OWNER. Till such time GST amount with correct details is reflected in GSTIN portal to satisfaction of OWNER, amount shall be withheld by OWNER.

Over and above, VENDOR is also required to issue e-invoice if the same is applicable to the OWNER. In absence of GST e-invoice, any loss of Input Tax Credit to the OWNER shall be indemnified by the VENDOR.

Deferment of GST amounts to the vendors are subject to compliance of any applicable Act.

- 6.1.5 In case of vendors for whom deferment of GST amounts were not done, Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws.
- 6.1.6 Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.

6.2 FREIGHT:

- 6.2.1 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.

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

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

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

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

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

7. INSPECTION:

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

7.2. Scope of Inspection shall be as per RFQ or as specified in the Special Purchase Conditions. Materials shall be inspected as per scope of inspection by TPIAs which are registered under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website as on the date of Inspection of Goods. The link is as below:
http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

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

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

7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the

requirements of the Contract. The Vendor's responsibility shall also not be anywhere reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. SHIPPING:

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

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

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

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Vendor's Name

Consignee: Bharat Petroleum Corporation Limited

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

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

TRANSMISSION OF SHIPPING DOCUMENTS for both modes of shipment viz. Sea and/or Air: Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading / Airway bill as quickly as possible after the shipment is made, and airmail/send scanned copies by e-mail as shown below so that they are received at least three weeks before the Vessels arrival or immediately in case of Air shipment. Foreign Supplier shall be fully responsible or any delay and/ or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

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

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

9. INDIAN AGENT COMMISSION:

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

10. ORDER AWARD/ EVALUATION CRITERIA:

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, GST, Freight, Inspection Charges, Supervision of Installation & Commissioning and other taxes & levies, loading etc., if any, reduced by Input tax Credits as applicable.

11. CONFIRMATION OF ORDER:

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

12. PAYMENT TERMS:

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender. The eligible MSME bidders can avail Bill discounting facility as follows.

- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :
- a) Invoice
 - b) GST 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 other statutory levies as applicable.
 - j) Performance Bank Guarantee as applicable.
- 12.4. The eligible MSME bidders can avail the discounting facility as follows: -

Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate discounting of trade receivables of MSMEs from corporate buyers through invoice discounting by multiple financiers. Bharat Petroleum Corporation Limited (BPCL) is registered with TReDS platform of the aggregators M/s. Receivables Exchange of India Ltd (RXIL), M/s Invoice mart and M/s. M1 xchange. The eligible MSME bidders can avail the discounting facility by registering either in one or multiple TReDS platform of the aggregators. It enables the sellers (MSMEs) to discount their invoices through the aggregators to the financiers at competitive rates thus unlocking their working capital swiftly.

13. GUARANTEE/ WARRANTY:

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

14. PERFORMANCE BANK GUARANTEES:

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

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

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

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

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

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

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).

- 14.3 Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:

Vendors shall insist their Bank for issuance of SFMS Bank Guarantee for faster payments. Vendors shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to BPCL. Vendor should ensure the following for issue of E- bank guarantee:

- a. The issuing bank is on SFMS platform
- b. SFMS Message type used is 760 COV and SFMS Delivery report/ Message copy is sent along with original BG
- c. For BG amendment, message type 767COV is to be used.
- d. SFMS contains following details:
 - i. Beneficiary's bank name: ICICI Bank
 - ii. IFSC Code: ICIC0000393
 - iii. BPCL'S Customer ID: 8PCL583493800
- e. BG Issuing Bank should send the BG Issuance advice through SFMS to BPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: ICIC0000393).
- f. BG Issuance advice should mention applicable Unique Identifier Code (UIC) in row/ field number 7037 of SFMS Delivery Report.
- a. BPCL Location : Kharghar , Navi Mumbai
- b. Head office : Ballard Estate
- c. UIC : BPCL583493800
- g. The Original BG should be submitted along with print out of SFMS Delivery report from the BG Issuing Bank Branch.
- h. SFMS BG will help in faster verification of BGs and prompt release of payments to Vendors.

15. PACKING & MARKING:

15.1 PACKING:

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

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

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

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

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

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

- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

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

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

- 15.1.13 Pipes shall be packed as under:

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

- 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) Consignee Name & Address
- c) Vendor Name
- d) Batch no with manufacturing date
- e) Procedure (in brief) for handling
- f) Date of dispatch etc.
- g) Expiry Date, if applicable

- 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 Corporation Limited
With detailed address as given in Special Purchase Conditions)

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

NOTE:

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

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

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

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

16. DELIVERY:

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

17. UNLOADING AND STACKING:

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

18. TRANSIT INSURANCE:

Unless otherwise mentioned,

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

19. VALIDITY OF OFFER:

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

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

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

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

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

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

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

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

21. RISK PURCHASE CLAUSE:

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

22. FORCE MAJEURE

Circumstances leading to force majeure

(a) Act of terrorism;

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

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

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

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

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

• Notification of Force Majeure

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

• Right of either party to terminate

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

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

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

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

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

23. ARBITRATION CLAUSE:

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

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at _____ (Region/HQ from where the tender has been floated)
- (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.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between the Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

(* The exclusion would also include disputes concerning GST, State level Sales Tax / VAT etc; though not mentioned explicitly)

24. INTEGRITY PACT (IP):

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

25. RECOVERY OF SUMS DUE:

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

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

27. PATENTS & ROYALTIES:

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

28. LIABILITY CLAUSE:

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

29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT :

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

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

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

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

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

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

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

30. COMPLIANCE OF REGULATIONS:

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

31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

32. NON-WAIVER:

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

33. NEW & UNUSED MATERIAL:

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

34. PURCHASE PREFERENCE CLAUSE:

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

Owner reserves its right to allow Micro and Small Enterprises (MSEs), MSEs owned by Women Entrepreneurs 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, a MSE owned by women entrepreneurs and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L-1 Vendor at the time of evaluation of the price bid.

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

- Self-attested copy of all the pages of the EM-II certificate/Udyog Adhar Memorandum issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012 and
- Vendor's declaration/affidavit in their 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.

35. CANCELLATION:

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

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

35.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

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

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of

control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

37. ASSIGNMENT:

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

38. GOVERNING LAW:

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

39. AMENDMENT:

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

40. NOTICES:

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

41. POLICY ON HOLIDAY LISTING:

The guidelines and procedures for Holiday Listing are available separately in BPCL website and shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders. It can be accessed using the following link: <https://www.bharatpetroleum.in/pdf/Holiday-Listing-Policy-2024.pdf>

42. ORDER OF PRECEDENCE FOR PURCHASES :

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

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

43. TERMINATION FOR CONVENIENCE:

The purchaser may, by written notice of 14 days sent to the seller, cancel the contract, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the

purchaser's convenience, the extent to which performance of work under the contract is cancelled and the date upon which such cancellation becomes effective.

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

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

44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

- a. Bidders to note that under Building and other Construction Workers Welfare Act (Re&CS) Act 1996, Cess is applicable to contracts executed outside Factory Area (e.g. construction of new industrial installation, office & residential buildings etc.) as per the provisions applicable under 'The Building and Other Construction Workers Welfare Cess Act 1996'.
- b. The contractor must be registered with the concerned authorities under the Building and other Construction Workers" (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.
- c. The contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers" (RE&CS) Act, 1996, the Building and other Construction Workers" Welfare Cess Act, 1996, the Building and other Construction Workers" (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.
- d. Cess, as per the prevailing rate (presently 1%), shall be deducted at source from bills of the contractors by the Engineer-in-Charge and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State.
- e. The contractor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

BPCL

VENDOR

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

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

To,
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

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

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

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

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

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

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES: