

NOTICE INVITING E-TENDER
BHARAT PETROLEUM CORPORATION LTD.
MARKETING OFFICE (BPCL)
PRIYADARSHINI BUILDING
6TH FLOOR [LUBES DEPARTMENT HQ]
SION TROMBAY ROAD
EASTERN EXPRESS HIGHWAY
SION,
MUMBAI- 400022



MAK[®]
LUBRICANTS

LIMITED TENDER

Tender Ref No .	CRFQ No : 1000362012
E-Tender system No	79612
Subject	E- Tender for Association in automobile show on TV
Date of Publishing	16/12/2020
Due date & time of submission of tender	22/12/2020 15:00 hrs
Date & time of opening of technical bid	22/12/2020 16:30 hrs
Contract period	01/01/21 to 30/04/21
Earnest Money Deposit (EMD)	As applicable

CRFQ No. 1000362012

16/12/2020

Sub : E- Tender for Association in automobile show on TV

1. COMPANY INTRODUCTION

BPCL is one of India's leading public sector oil companies, and a fortune 500 Oil Co, engaged in exploration, production, refining and marketing of petroleum products. BPCL is India's second largest Oil Company in terms of market share .The Seven key businesses or SBU's (Strategic Business Units) of BPC are – Refining, Aviation, Lubricants, Retail, LPG and Industrial, Gas & Commercial (I&C). Some of the popular BPC brands developed successfully over the last few years include. "Speed", Hi speed Diesel, MAK, "Pure for Sure" and "PetroCard". Some other brands of the BPCL portfolio are 'Bharatgas' , 'Beyond LPG', BMCG, GHAR, 'In &Out' , 'Smartfleet card' etc.

BPCL manufactures and markets the **MAK**[®] brand of Lubricants which enjoys a sizable market share in India.

2. Invite for participation:

Bharat Petroleum Corporation Limited (BPCL) invites bids through E-tender under techno-commercial bid system from empanelled agencies for Rural Marketing Campaign

This is a LIMITED e-tender.

3. E Tender Details:

The tender document with detailed terms and conditions are also available on website <https://eprocure.gov.in>. The submission of tender is allowed only through the e-procurement system on <https://bpcleproc.in>.

4. Structure of the Tender :

This is a techno-commercial E-Tender. The process of this tender is as follows :

- i. Vendors to whom tender has been issued will confirm their acceptance of the terms and conditions of this tender in the e-tendering portal well within the due date and time as per the requirements mentioned on the e-tender portal.
- ii. Vendors will also submit Price Bids online along with acceptance of the tender terms and conditions, within the due date and time as mentioned on the e-tender portal
- iii. Commercial bids of vendors who successfully complete Points no. i & ii mentioned above will be opened in system.
- iv. Price Bid Format to be directly entered in the e-tendering portal in the price bid section within the due date and time. The quoted rate should be inclusive of all costs including commissions and service charges but excluding GST. GST is to be mentioned in the column separately indicated i.e. Vendor will quote a lumpsum amount with GST payable

on the same. **Agencies are also required to upload Annexure with details as required indicating the breakup element wise of the amount payable.**

- v. The job would be awarded to the agency quoting the lowest quote for the 600 locations as mentioned in the BOQ. Subsequent to submission the locations would be verified by the local team and the job would be awarded.

Basis of the tender is **OVERALL LOWEST QUOTE**. Since the L-1 vendor will be decided on the OVERALL LANDED PRICE, therefore, all applicable factors will be considered for the purpose of evaluation to arrive at the Landed Price.

This document consists of:

- (i) This tender document
- (ii) Annexure A – Details of scope of work
- (iii) Annexure B – Details of submissions required at the time of Vendor pitch
- (iv) Annexure C – E-Tender Registration Process
- (v) Annexure D – Special Procurement Conditions
- (vi) Annexure E – General Purchase Conditions
- (vii) Annexure F – Bidders Relationship with BPCL Directors
- (viii) Annexure G – Holiday / Blacklisting List
- (ix) Annexure H – Instructions to Bidders

5. Details of activity:

1. **Scope of Work** – As mentioned subsequently in this tender document. Also, please refer Annexure A for a more detailed out item-wise list of requirements.
2. **Association Duration- 3 months -13 regular episodes**
3. **Price Variation** – No variation in price will be considered. No amounts would be paid at actual, if exceeding quoted amount.
4. **Payment Terms** - Unless otherwise specified, payment shall be made within 30 days from date of submission of Bills along with all details and supporting invoices.
5. The price bids are to be offered through online under e-tendering portal. The price bids received will be opened only through the e-procurement system on <https://bpclproc.in>.
6. The Corporation 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.
7. The Price Bids will remain valid for 120 days from the date of opening of the Price Bid unless extended by mutual consent in writing. The rates shall be firm for the entire contract period. No revision will be allowed during the contract period.

6. Details for submission of Price Bid:

- A. Price Bid Format to be directly entered in the e-tendering portal in the price bid section. The quoted rate should be inclusive of all costs including commissions/service charges but excluding GST. GST is to be mentioned in the column separately indicated i.e. Vendor will quote a lumpsum amount with GST payable on the same. Agencies are also required to compulsorily upload an Annexure Indicating the breakup element wise of the amount payable.
- B. The closing date & time for acceptance of terms and conditions and submission of online Price Bid is 1500hrs on 22/12/2020.
- C. Acceptance of terms and conditions and submission of Price Bid after the due date and time of closing of the tender or not in the prescribed format will be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No claims on this account shall be entertained.
- D. Bid Opening: Successful tenderers will be advised separately regarding the date and time of opening of price bid online on the e-tender portal. Price bids will be opened at the BPCL Lubes Headquarters Mumbai
- E. BPCL reserves the right to accept / reject any or all of the offers at their sole discretion without assigning any reason whatsoever.

7. TENDER DETAILS:

Objective

MAK Lubricants has a wide range in category of products that are being consumed across various segments. However since automobile lubricant sector is cluttered with 30+ brands it is difficult to create brand loyalty amongst the customers.

In order to create the pull for the brand it is proposed to associate with popular Automotive shows and get recommended by prominent influencers in the industry.

Objective is

- To create brand recall
- To strengthen positioning
- To establish strong connect with Bharat Petroleum
- The be recommended by Influencers

Please refer Annexure A for details of scope of work/ requirements.

The Bidders are requested to refer **Annexure - C** for instructions to submit the bid and may also consult our service provider **M/s. E-Procurement Technologies Ltd. (ETL)**. Bidders have to necessarily log on to our site <https://bpcleproc.in> and search for the Tender/ System Id (given on Page-1) for participation and submitting the E-Bid.

Online acceptance / agreement of the tender terms & conditions under the Digital Signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions of this tender.

LAST DATE FOR BID SUBMISSION: Your acceptance to terms and conditions and submission of bid should be submitted online on or before the due date i.e. **22.12.2020 at 1500 hrs.** Bids/ Offers shall not be permitted in E-Tender System after the tender due date/ time. Hence, no bid can be submitted after the due date and time of submission has elapsed. Vendors are advised in their own interest to ensure that their bids are submitted in E-Procurement System well before the closing date and time of bid submission. **No manual bids/ offers along with electronic bids/ offers shall be permitted. Bids not in the prescribed format, are liable to be rejected.** BPCL does not take any responsibility for any delay in submission of online bid/s due to connectivity problem or non-availability of site and/or other documents to be uploaded online. No claims on this account shall be entertained. **You are requested not to wait till the last minute to fulfill the conditions of the requirements for acceptance and bid submission on the e-tender portal, and complete the same well in advance.**

8.Submissions at the time of pitch :

Agencies are requested to submit a copy of this Letter along with all **Annexures, duly filled in, signed and stamped, as a token of accepting the scope / terms and conditions detailed in the letter along with the soft & hard copies (pen drive as well as printout in binded form) of the theme / concept to us.**

Price bid need not be submitted in hard copy.

All documents to be submitted at the time of presentation is mentioned below in Annexure B of this document.

9. Other details :

- i. You should also be in a position to produce further information as and when required by BPCL.
- ii. BPCL, at its discretion reserves the right to verify information submitted and inspect the vendors facilities to confirm their capabilities.
- iii. It may be noted that we may change / modify / add / delete certain elements of shortlisted media plan or scope of job.

- iv. All the responses to e-tender shall be required to be digitally signed with a **Class II-B** or above digital signature by the authorized signatory. The authorized signatory shall be:
 - a) Proprietor in case of proprietary concern.
 - b) Authorised partner in case of partnership firm.
 - c) Director, in case of a Limited Company, duly authorized by its board of directors to sign.

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

- vi. Online submission of the tender under the digital signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions.

- vii. Vendors, on the Black/Holiday List of BPCL / MoP&NG / Oil PSE shall not be considered. BPCL reserves the right to accept or reject any or all the Offers at their sole discretion without assigning any reason whatsoever. BPCL's decision on any matter shall be Final & any vendor shall not enter into correspondence with BPCL unless asked for. BPCL may call for additional documents if required. BPCL would also consider information already available with them regarding Vendor's credentials.

For clarifications, if any, please feel free to contact the undersigned on any working day between 09:00 am to 5:30 pm on 022 – 24062555.

Thanking You
Yours sincerely,

For **Bharat Petroleum Corporation Limited,**

Sd/-
Khalid Ahmed
Ch. Brand Manager (Lubes)

ANNEXURE A
Creative Brief for Media planning

Objective

MAK Lubricants has a wide range in category of products that are being consumed across various segments. However since automobile lubricant sector is cluttered with 30+ brands it is difficult to create brand loyalty amongst the customers.

In order to create the pull for the brand it is proposed to associate with popular Automotive shows and get recommended by prominent influencers in the industry.

Objective is

- To create brand recall
- To strengthen positioning
- To establish strong connect with Bharat Petroleum
- The be recommended by Influencers

Scope of work

- An attractive media plan for 13 episodes (3 months) in association with some prominent Automobile show being broadcasted across popular TV channels at prime time, having original show and repeat telecast. The show should have substantial presence on digital media and association for the show should be visible across mediums.
- The show should have best viewership and must be respected in the Automobile fraternity. It should be hosted by popular & respected names in the automobile industry on prime channels. Associated rankings/ BARC data of show's popularity , credentials of the hosts should be submitted along with the proposal for evaluation.
- The show should cover the latest trends in the global & international automobile world, reviews of the latest cars & bikes covering a wide range of markets.
- The quote should be inclusive of all production, integration, placement consultancy, artwork, creative charges, licenses permissions and other associated costs.
- Media plan should be presented to ensure maximum brand presence across the show using various elements like tickler, RODP, available FCT, digital presence, value adds etc.

The quoted rate should be inclusive of all costs including creative commissions/service charges but excluding GST. GST is to be mentioned in the column separately indicated i.e Agency will quote a lumpsum amount with GST payable on the same.

Annexure B

Submissions at the time of presentation to committee

Sl. No	Submission in sealed envelope with tender reference (CRFQ No) and Vendor name mentioned on it	NOTE
1	(i) Soft copy of proposal in CD/pen drive	
2	<p>A copy of this document (<u>all pages</u>, including Annexure A, B , C, D, E, F, G & H) and Integrity pact, duly filled in , signed and stamped, as a token of accepting the scope / terms and conditions detailed within</p> <p>Please note that acceptance of terms & conditions on the e-tender site (choosing “I agree”, deems that the tenderer has accepted and agrees to the same.</p> <p>However, hard copy of this document (<u>all pages</u>, including Annexure A, B , C, D, E, F, G & H) duly filled in , signed and stamped, as a token of accepting the scope / terms and conditions detailed within is also required</p>	

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ANNEXURE – C

E-TENDER REGISTRATION PROCESS

General Instructions to vendors for e-tendering

1. Interested parties may download the tender from the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpacleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpacleproc.in>.

2. For registration on the e-tender site <https://bpacleproc.in>, you can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator vendoradmin@bpacleproc.in with a copy to support@bpacleproc.in for approval. Once approved, bidders can login in to the system as and when required.

3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

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

4. Corrigendum/amendment, if any, shall be notified on the site <https://bpacleproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.

5. Price bid of only those vendors shall be opened whose Technical bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.

6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

(i) Vendors are advised to log on to the website (<https://bpacleproc.in>) and arrange to register themselves at the earliest, if not done earlier.

(ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

(iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

(iv) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.

(v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

(vi) No manual bids/offers along with electronic bids/offers shall be permitted.

7. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.

8. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.

9. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

A. For system related issues :

M/s. E-Procurement Technologies Ltd at contact no. Tel: +91 22 65354113 | 65595111 & Tel: +91 79 4001 6816 | 6848 | 6844 | 6868) followed with a e-mail to id support@bpclproc.in.

Alternately,

E-tender SUPPORT DESK: In case of any clarification pertaining to E-Procurement Process, the vendor may contact **ETL** on Contact Numbers and E-Mail Ids, as appended below.

- **All India** : +91 79 4001 6868 support@bpclproc.in
- **CPO(M) Office:** Satyanarayan Behera (90040 14223) satyanarayan@procuretiger.com
: mumbai.support@abcprocure.com

B. For tender related queries

Mr. Khalid Ahmed at contact no 022- 24062555 followed with an email to id khalidahmed@bharatpetroleum.in

ANNEXURE D

SPECIAL PURCHASE CONDITIONS

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

SPECIAL 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, equipment, 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. "RATE CONTRACT" means the agreement between Owner and Vendor, for a fixed period of time (i.e. till validity of Rate Contract,) on mutually agreed terms and conditions.

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.

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

4. LANGUAGE:

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

5. PRICE:

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

6. TAXES AND DUTIES:

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

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

- Name, address and registration number of the service provider
- Name and address of person receiving taxable service
- Description, classification and value of taxable service provided
- GST Payable

6.5. NEW STATUTORY LEVIES: All new statutory levies, if applicable to this job are payable extra by BPCL against documentary proof, within the contractual delivery period.

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

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

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

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

7. ORDER AWARD/ EVALUATION CRITERIA:

- a) Unless otherwise specified, Order award criteria will be on overall lowest quote landed price basis. Landed price will be summation of Basic Price , taxes & levies, etc as applicable for the job.
- b) The Price Bid shall be opened after the due date of submission based on the agencies who have been found suitable for carrying out such type of job by the technical evaluation committee. BPCL reserves the right to execute items as mentioned in the price bid, in full or part as per the business requirement; however price bid evaluation shall be done on L1 basis considering all the items in the price bid schedule.
- c) All the bidders are required to make a detailed presentation to the technical evaluation committee based on which the evaluation of the bidders will be done for those bidders who qualify for opening of financial bid.

8. CONFIRMATION OF ORDER:

The vendor shall acknowledge the receipt of the purchase order within 3 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.

9. PAYMENT TERMS :

The payments for the completed works shall be made by BPCL in the following terms:

- a. 100% payment will be made within 30 days after the receipt of all bills/ invoices duly certified by BPCL, along with requisite user acceptance certificates.
- b. On completion of the work to the satisfaction of BPCL's authorized representatives and after completion of all post event deliverables

10. DELIVERY PERIOD AND LIQUIDATED DAMAGE:

- a. Time of delivery mentioned in the purchase order shall be essence of the agreement/contract 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.
- b. 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.
- c. Unless otherwise specified, Material(s) shall not be dispatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- f. The time and date of Delivery of Material(s)/ development of functionalities, 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).
- g. 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.
- h. The compensation of delay for non-performance as per the scope document of this tender can extend upto the total value of the contract. BPCL's decision shall be final in this matter.

12. SECURITY DEPOSIT:

The EMD shall be converted to security deposit for the successful bidder and EMD shall be reimbursed for the unsuccessful bidders.

13. VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 120 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

14. 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.

15. FORCE MAJEURE CLAUSE:

(A) Definition: The term "Force Majeure" means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor's reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:

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

(B) Notice and Reporting:

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

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

(ii) The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities

and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

(C) Mitigation Responsibility:

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

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

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

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

(i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and

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

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

16. 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 here in below :

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE Forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at Mumbai
- (d) The proceedings shall be conducted in English language

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(e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

16.7 SETTLEMENT OF DISPUTE BETWEEN GOVERNMENT DEPARTMENT/ PUBLIC SECTOR UNDERTAKINGS IN A PURCHASE OR SERVICE CONTRACT

In the event of any dispute or differences between the VENDOR/ CONTRACTOR/ SUPPLIER and the OWNER, if the VENDOR/ CONTRACTOR/ SUPPLIER is a Government Department, a Government Company or a undertaking in the public sector, then in suppression of the provisions of clause 23 of the GPC (corresponding clause no of GCC or NIT etc.), stands modified to the following extent:

All disputes and differences of whatsoever nature arising out of or in relation to this Contract/ Agreement or in relation to any subsequent contract/ agreement between the parties shall be attempted to be resolved amicably by mutual discussions between the parties. If they are not settled at the implementation level of officers, then these unresolved disputes/ differences will be referred for resolution by discussions with the concerned Director of BPCL and the concerned Director of Vendor/Contractor/Supplier. In case same does not resolve the difference within 30 days, arbitration clause as hereunder would apply. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. REJECTION, REMOVAL OF REJECTED GOODS/SERVICES AND REPLACEMENT:

In case the testing and inspection at any stage by inspectors reveal that the services related to the project 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 of such rejected goods/services in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods/services within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The time taken for replacement in such event will not be added to the contractual delivery period.

24. 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.

25. CANCELLATION:

- 25.1. BPCL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if -
- 25.2. The vendor fails to comply with the terms of this purchase order/contract.
- 25.3. The vendor becomes bankrupt or goes into liquidation.
- 24.4. The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
- 24.5. The vendor makes a general assignment for the benefit of creditors.
- 24.6. A receiver is appointed for any of the property owned by the vendor.
- 24.7. 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.

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

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anticompetitive practices and aims at fostering competition and at protecting Indian markets against anticompetitive 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.

27. ASSIGNMENT:

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

28. GOVERNING LAW:

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

29. 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.

30. SPECIAL PURCHASE CONDITIONS:

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

31. 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.

32. 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: Please stamp & sign on all GPC document pages and submit& submit/ upload as a token of your acceptance of all the terms & conditions as mentioned.

ANNEXURE E

GENERAL PURCHASE CONDITIONS

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

1. VALIDITY OF THE OFFER: Offers should remain valid for at least 120 days from the due date
2. PERIOD OF CONTRACT AND QUANTITY: Schedule of the contract and details – As mentioned in tender document
3. All the tender documents and Annexures, Techno-commercial Details, Price Bid and declaration forms as well as all uploaded documents shall form the part of the tender. Techno-commercial details, declaration forms and Price Bid will be online only. The details of the e-tender process are enclosed as Annexure C.

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

4. EMD FOREFEITURE AND RETURN OF EMD: EARNEST MONEY DEPOSIT WILL BE FORFEITED IN THE EVENT OF –
 - (a) Withdrawal of offer while the offer is under consideration during the offer validity period.
 - (b) Tenderer not accepting our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
 - (c) Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.
 - (d) Any unilateral revision made by the tenderer during the validity period of the offer.

EMD shall be returned on finalization of the order, to the other than L1 bidders. No interest on this EMD is payable.

The EMD of the successful Vendor shall be retained as security deposit and returned on successful completion of the event.

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

6. All the Invoices should be sent to the following BPCL office address post award:
BUSINESS PROCESS EXCELLENCE CENTRE 4th FLOOR,
BPCL OFFICE COMPLEX
PLOT NO. 6 SECTOR – 2
BEHIND CIDCO GARDEN, KHARGHAR NEW MUMBAI-410210

Deviation: Your comments/ deviations (if any) against any of the above terms, should be uploaded with proper justification along with your offer in the provided deviation template - or else all terms and conditions will be deemed confirmed accepted by you

Annexure F

DETAILS OF BIDDER'S RELATIONSHIP WITH BPCL DIRECTORS

CERTIFICATE

I certify that –

- a. I am not related to any of the Directors of BPCL.
- b. I am not a partner of a firm in which BPCL Director is also a partner.
- c. I am not a partner of a firm in which any other partner is related to BPCL Director.

I also certify that M/s. _____
[name of the firm with which contract is being entered into]
does not have a partner, who is a Director of BPCL or his relative.

Signature

Seal

ANNEXURE G - HOLIDAY/BLACK LISTING

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

I/ We hereby declare that I/we, M/s. _____, has or have not been placed on blacklist or holiday list declared by any Government, semi-Government & Public Sector undertakings including the Oil companies or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

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

Place : _____ Signature of Bidder: _____

Date : _____ Name of Signatory: _____

This declaration should be submitted along with Bid/offer.

ANNEXURE - H

INSTRUCTIONS TO BIDDERS

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpclproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>.
2. **Corrigendum/ Amendment**, if any, shall be notified on the site <https://bpclproc.in>. In case any Corrigendum/ Amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the Corrigendum/ Amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
3. To maintain secrecy and security of bids and the data exchanged, the system operates with the "Digitally signed Certificate" from buyer as well as seller. Data exchanged in the system shall have double encryption which is enabled by a "Digitally signed Certificate". This ensures maximum possible security and the bids can be viewed only after the tender opening by BPCL / Service provider / participating vendors.
4. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the Licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**
5. In case any bidder so desires, he may contact our e-procurement service provider M/s. **E-Procurement Technologies Ltd.**, Ahmedabad (Contact no. Tel: +91 79 4001 6868) for obtaining the **Digital Signature Certificate**.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Bidders are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the bidder intends to change/revise the bid already entered, he may do so any number of times till the due date and

- time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- (iv) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- (v) No manual bids/offers along with electronic bids/offers shall be permitted.
7. The entire tender document along with Annexures, Bid Qualification Criteria (if any), Technical, Techno-commercial and other Details, Price Bid and declaration forms as well as all the uploaded documents shall form the part of the tender. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Bidders are requested to carefully study all the documents/ annexure and understand the conditions, specifications etc, before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
8. Bidders are required to **complete the following process online** on or before the due date of closing of the tender:
- a. Accept the contents of the following annexure in toto by clicking on the alongside dropdown option provided
 - b. Provide other details for EMD as per required format in the e-tender site
 - c. Submit the price bid as per the format online in the e-tender site
 - d. Upload mandatory Annexure as supporting document for Price Bid
9. If the bidder intends to change/ revise the bid already submitted, he shall have to withdraw his bid already submitted, change/ revise the bid and submit once again. However, if the bidder is not able to complete the submission of the changed/ revised bid within due date & time, the system would consider it as no bid has been received from the bidder against this tender and consequently he will be out of contention. Such changes/ revision can be done any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids. Once the entire process of online bid submission is complete, bidder will get an auto mail from the system stating he has successfully submitted his bid.
10. No responsibility will be taken by BPCL &/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. Vendors are advised to start filling up the tenders much before the due date/ time so that sufficient time is available with him/ her to get acquainted with all the steps and seek help if they so require. It should be noted that the bids become viewable only after opening of the bids on/ after the due date/ time. Please be reassured that your bid will be viewable only to the vendor and nobody else (including E-Tendering Service Provider as well as BPCL Officials) till the tender is opened. BPCL and/or the E-Procurement Service Provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. No claims on this account shall be entertained.

11. ACCEPTANCE OF BIDS BY THE CORPORATION:

This is a two part bid. Process for evaluation of the same has been mentioned earlier in this document.

12. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid. Corporation reserves the right to reject any offer which in the opinion of the Corporation is below the normal cost of based on the current cost of inputs.

13. No counter terms and conditions shall be acceptable to us.

14. It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of Tender and the successful Vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. No advantage is to be taken either by the Corporation or the Vendor of any clerical error or mistake may occur in the general specification, schedules and plans.

15. If any of the information submitted by the bidder is found to be incorrect at any time including the contract period, Bharat Petroleum Corporation Ltd reserves the right to reject the tender/ terminate the contract and reserves all rights and remedies available.

16. Vendors are advised not to enclose unwanted and unasked documents with the tender. Any such documents if received shall not be considered.

17. A bid may not be considered, if BPCL are unable to evaluate your offer for want of any Information.

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