

**BHARAT PETROLEUM CORPORATION LTD  
MUMBAI REFINERY, MAHUL  
MUMBAI – 400 074, INDIA**



**CENTRAL PROCUREMENT ORGANISATION – REFINERIES**

**TENDER FOR SUPPLY OF DIESEL LUBRICITY ADDITIVE**

FOR BPCL MUMBAI REFINERY (MR), BPCL KOCHI REFINERY (KR) AND NUMALIGARH  
REFINERY LIMITED, ASSAM (NRL)

TENDER CRFQ No. 1000279132 DATED: 12.04.2017

E-TENDER 23794

DUE ON 22.05.2017 at 14.00 Hrs. (IST)

Contact: Tel No. +91 22 25533225 / +91 2225533031

Email : [tabassumn@bharatpetroleum.in](mailto:tabassumn@bharatpetroleum.in)  
[deodharrv@bharatpetroleum.in](mailto:deodharrv@bharatpetroleum.in)

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BHARAT PETROLEUM CORPORATION LTD  
CENTRAL PROCUREMENT ORGANISATION (REFINERIES),  
MAHUL, MUMBAI - 400 074, INDIA

Phone: +91 22 25533225, + 91 22 25533031

**GLOBAL TENDER NOTICE**

CRFQ.No. 1000279132 DATED 12.04.2017, E-Tender Number 23794

BPCL, CPO-R invites offers from manufacturers for the supply of Diesel Lubricity Additive for BPCL Mumbai Refinery, BPCL Kochi Refinery and NRL Numaligarh Refinery.

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

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

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

Place: Mumbai, Date 12.04.2017

(CPO-R)

## INSTRUCTIONS TO BIDDERS

### Sub: Request for Quotation for Supply of DIESEL LUBRICITY ADDITIVE

- 1.0 Bids are invited for supply of **DIESEL LUBRICITY ADDITIVE (DLA)** in complete accordance with tender documents and its attachments.

**Pre-Bid Meeting will be held in our Mumbai Refinery on Tuesday, 02.05.2017 at 10.00 hrs (IST).**

**Contact person – Ms. Tabassum Das, Procurement Manager CPO-R,  
Telephone: +91 22 25533225 e-mail – [tabassumn@bharatpetroleum.in](mailto:tabassumn@bharatpetroleum.in)**

**Pre bid queries shall reach us by 27.04.2017 in a format uploaded along with the tender document.**

2.0 Submission of Tender:

- 2.1 Bids should be submitted in “TWO BID SYSTEM” i.e. “Un-priced Bid / Technical Bid” & “Priced Bid” through e-tendering portal.

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

- i) Bidder's covering letter with technical details / brochure of the material offered by the bidder.
- ii) These Instructions to bidders (Annexure B) duly signed & stamped in all pages in token of acknowledgement and acceptance.
- iii) Annexure C- Bid Qualification Criteria (BQC) signed & stamped in all pages in token of acknowledgement and acceptance. Bidders should meet all the BQC and submit documents in support of meeting BQC.
- iv) BPCL's Technical Details of Diesel Lubricity Additive (Annexure D) duly signed & stamped in all pages in token of acknowledgement and acceptance.
- v) Price schedule (Annexure E) with an indication "Quoted" instead of prices without mentioning values. Other information as applicable viz. P & F Charges, Excise Duty Rate, Freight Charges, other charges etc. to be filled in un-priced bid
- vi) Agreed Terms and Conditions (Annexure F) duly filled in, signed and stamped in all pages.
- vii) List of Deviations to tender document (Annexure G). In case of no deviation NIL statement to be submitted in this format.
- viii) Pro-forma of Declaration of Holiday Listing (Annexure H) duly filled in signed & stamped.
- ix) BPCL's General Purchase Conditions (GPC) and NRL's General Purchase Conditions (GPC) (Annexure I) signed & stamped in all pages in token of acceptance and acknowledgement. **Bidders to note that in case of any deviation/difference between GPC and the Tender Document, the details indicated in the tender document shall prevail.**

- x) Integrity Pact (IP) Document of BPCL and NRL, (Annexure J) duly filled in signed & stamped. **Bidder's failure to return the IP duly signed along with bid documents shall result in the bid being not considered for further evaluation.**
- xi) Format for Bidder's Information (Annexure K) duly filled in, signed and stamped.
- xii) Proof of sending EMD - Copy of DD/Pay Order/ Bank Guarantee as the case may be, with proof of dispatch / delivery to BPCL, CPO-Refineries. (EMD to be paid before submitting the bid).
- xiii) Any other document / information which bidder may like to submit, to establish that the offered material would meet BPCL's requirement.
- xiv) **MSE Vendor (manufacturer only)** – is required to submit the following documents along with the Technical Bids.
  - a. Self attested copy of all the pages of EM – II Certificate issued by the appropriate authorities mentioned in the Public Procurement Policy of MSEs – 2012.
  - b. Vendor's declaration / affidavit in their organization / company letterhead, 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.

### 2.3 Priced Bid:

Priced bid shall consist of Price Schedule as per Annexure- E (as applicable), duly filled up without any condition and uploaded in the e-tendering portal in the relevant space.

- 2.4 Bids complete in all respects should be uploaded in BPCL e-tendering portal on or before the due date & time.
- 2.5 BPCL shall not be responsible for any delay in uploading of your offer.
- 2.6 Fax / E-Mail offers shall not be accepted.
- 2.7 Offer shall be valid for a period of 90 days from tender due date / extended due date for placement of order.
- 2.8 The rate quoted shall remain firm till the tenure of the contract period.
- 2.9 In case of a foreign vendor, the order will normally be placed on FOB basis and the ocean freight as quoted will be considered for evaluation purpose. **In case BPCL decides to place order on CFR basis, then the Ocean freight payable shall be limited to the quoted amount and same shall be valid till the tenure of the contract period.**

### 3.0 Tender Opening:

3.1 The un-priced / technical bid shall be opened on due date at 14.00 hrs (IST) through e-portal. Bidders, who have submitted their bids, can view / witness result of technical bid opening through the e-portal or your representative can witness the same in our office. In case bidder's representative is attending the bid opening; please inform his/her name and mobile number to [tabassumn@bharatpetroleum.in](mailto:tabassumn@bharatpetroleum.in) for preparing the entry pass.

- 3.2 The date and time of opening priced bids shall be intimated separately to the techno-commercially acceptable bidders only and the priced bids shall be opened through e-portal. Techno-commercially acceptable bidders can view / witness result of priced bid opening through the e-portal portal or your representative can witness the same in our office. In case bidder's representative is attending the bid opening; please inform his / her name and mobile number to [deodharry@bharatpetroleum.in](mailto:deodharry@bharatpetroleum.in) for preparing the entry pass.
- 3.3 BPCL reserves the right to go for Reverse Auction (RA) instead of opening the electronic sealed priced bid submitted through e-portal. The decision for which will be taken after technical evaluation of the offers. In case BPCL decides to go for RA, the electronic sealed price bids will not be opened and tender will be decided on result of RA. In that case the date and time of RA as well as methodology of RA shall be intimated in advance to the technically acceptable bidders. As such the bidders should submit their best prices in the electronic sealed price bid.

#### 4.0 Earnest Money Deposit (EMD):

Bidders are required to submit interest free EMD of Rs. 5,00,000.00 (Five Lakh only) or US\$ 7,650.00 (Seven Thousand Six Hundred and Fifty dollars) as the case may be. **Offer without EMD is liable to be rejected.**

- 4.1 **Indian Bidders** - EMD of Rs. 5,00,000.00 (Five Lakh only) shall be paid by way of crossed account payee DD / Banker's Cheque drawn on any Nationalised / Scheduled Bank in favour of Bharat Petroleum Corporation Limited and payable at Mumbai.
- 4.2 Alternatively EMD can also be paid by way of "Bank Guarantee" as per BG format attached, from any Bank recognized as Scheduled Bank by Reserve Bank of India, in favor of Bharat Petroleum Corporation Ltd. Mumbai.
- 4.3 **Foreign Bidders** – "EMD of US\$ 7,650.00 (Seven Thousand Six Hundred and Fifty dollars) shall be paid by Bank Guarantee, as indicated in point no. 4.2 above or by transfer to following account:-

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

- 4.4 Bank Guarantee from any Foreign Bank is acceptable only if the same is countersigned by their Indian Branches (provided the Indian Branch of the Foreign Bank is recognized Scheduled Bank by Reserve Bank of India) or any Scheduled Indian Bank.
- 4.5 The Bank Guarantee in lieu of EMD shall be furnished on non-judicial stamp paper of value not less than Rs. 100/- (Rupees One hundred only) and in the prescribed Performa given in the Tender Document.

- 4.6 The Bank Guarantee shall be kept valid for a period of 180 days beyond the Tender due date / extended due date.
- 4.7 Original DD / BC / BG as the case may be, towards EMD shall be sent separately to **DGM, CPO-Refineries, Bharat Petroleum Corporation Limited, Mahul, Mumbai 400 074, India.** Copy the DD / BC / BG as the case may be, along with proof of dispatch to be uploaded along with un-priced bid.
- 4.8 EMD of unsuccessful bidders shall be released after finalization of this tender. However, in case of successful bidder the EMD shall be released on receipt of performance bank guarantee.
- 4.9 Forfeiture of EMD – A bidder who has submitted their bid shall not be permitted to alter / amend or withdraw the bid, notwithstanding that the bid(s) has / have not yet been opened / finalized. A bidder who purports to alter / modify withdraw their offer after submission, within the validity of the offer shall be liable to have their offer rejected and their EMD forfeited / en-cashed.
- 4.10 The Earnest Money deposited by successful bidder shall be forfeited if the successful bidder fails to honor the offer terms prior to ordering and Contractual terms after issuance of LOA / PO.
- 4.11 The following categories of bidders are exempted from paying Earnest Money Deposit (EMD):-
- ✓ Units registered with National Small Industries Corporation (NSIC);
  - ✓ Units falling under Micro & Small Enterprises (MSEs) category as defined under the MSMED Act 2006.

**The benefits of public procurement policy are extended to manufacturers registered under this only and not extended to traders registered under this.**

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

- a. Units should be registered with National Small Scale Industrial Corporation Limited (NSIC) or with any of the Authorities specified under the Public Procurement Policy for MSE's. (DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.)
- b. The Unit should be registered for the item tendered.
- c. The monetary limit, if any, indicated in the registration certificate should cover value of items ordered.
- d. Registration Certificate is valid for a period at least up to validity of the offer.
- e. Self-attested copy of valid relevant registration certificate should be submitted in support.
- f. Registration with D G S & D will not entitle the bidder to claim above exemption.

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

## 5.0 Indicative Quantity and Delivery schedule :

This tender is for Annual requirement of BPCL Mumbai Refinery (MR), BPCL Kochi Refinery (KR) and NRL Numaligarh Refinery (NRL) and the required quantity will be called off by respective Refinery as and when required during the contract period of one year.

In case of Indian vendor, the material shall be delivered to the respective Refinery and in case of a Foreign Vendor the port of discharge will be Nhava Sheva Port (for MR), Kochi Port (for KR) and Kolkata Port (for NRL).

The estimated quantity required by each Refinery is given below.

MR – 640 MT, KR – 900 MT and NRL –205MT.

Tentative Contract Period:-

MR – July 2017 to June 2018

KR – July 2017 to Jun 2018

NRL – November 2017 to October 2018

The quantities mentioned are estimated requirements for a period of one year and may vary depending upon Refinery Operations. Material shall be delivered as per call of issued by respective Refinery and may vary depending on individual Refinery's requirement.

The Bidder should quote the best possible delivery period.

## 6.0 Payment Terms :

Indian Vendor – 100% payment shall be made within 30 days of receipt & acceptance of material at site against submission of Performance Bank Guarantee for 10% of basic value.

Foreign Vendor – 100% payment will be released on submission of original documents directly to Owner (Telegraphic Transfer – TT) or through bank (Cash against documents – CAD) or through irrevocable letter of credit against submission of Performance Bank Guarantee for 10% of basic value.

## 7.0 Evaluation:

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

7.2 Loading for Taxes and Duties :

Indigenous supplies:

Excise Duty: As quoted by the bidder (with excise tariff no.).

Sales Tax / VAT: As quoted by the bidder.



Imported supplies:

Customs/Import duty as applicable shall be loaded extra.

7.3 Loading for Entry Tax: / Octroi.

Entry Tax (Applicable for NRL) / Octroi Charges (Applicable for MR) wherever applicable shall be loaded extra.

7.4 Loading for Transportation and clearing & forwarding:

a) For Indigenous Supply:

Transportation charges quoted by the bidder to respective Refinery site shall be loaded in price evaluation.

b) For Imported Supply :

Ocean freight from port of loading to destination port (Nhava Sheva for MR, Kochi for KR and Kolkata for NRL) as quoted by the bidder shall be loaded for comparison.

Loading of 0.25% shall be done on CFR Value for Marine Insurance.

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

7.5 Loading on account of deviation in commercial terms

Payment terms:

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

7.6 Any other charges as quoted by the bidder shall be loaded / added.

7.7 Cenvat Credit / VAT Credit:

For Materials Portion : Cenvat Credit in respect of Excise duty / Cenvatable portion of Customs Duty and Input Tax credit in respect of VAT paid as per eligibility of respective Refinery, would be deducted from gross value for the purpose of comparison.

7.8 Offers would be evaluated for net landed cost as under.

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

B – Loading of all applicable charges such as Packing and Forwarding Charges, Excise Duty/Customs Duty, Sales Tax/VAT, Freight Charges and tax on freight if any, Octroi

Charges/Entry Tax, Insurance , Port Handling Charges, Container De-Stuffing Charges, Loading on account of deviations if any, Any other charge quoted by the bidder etc.

C – Net Landed Cost = [(A + B) – (Applicable Cenvat Credit + Applicable VAT Credit)]

D – Loaded Rate for evaluation = C X Loading Factor based on Applicable Dosage Rate for respective bidder.

**NOTE:**

- i. Loading Factor to be considered as Applicable Dosage ppm for the bidder.
- ii. Applicable Dosage for the bidder to be calculated as per Annexure "D".

**BIDDERS TO NOTE THAT BPCL LABORATORY RESULTS SHALL BE FINAL AND NO FURTHER COMMUNICATION/CORRESPONDENCE ON THIS SHALL BE ENTERTAINED.**

CPO (R) will issue outline agreement (contract starting with number 46) for MR and KR. Purchase order / Call off (starting with number 45) will be issued by P & C S Departments of MR and KR (as the case may be) with reference to this contract. Supplies shall be made against the purchase order / call off issued by respective Refinery.

NRL will issue a separate purchase order for supplies to be made to NRL.

**8 General Points :**

- 8.1 BPCL reserve the right to extend due date of tender, accept or reject any tender in part or full, without assigning any reason whatsoever and also to give purchase preference to Public Enterprises, as admissible under the existing policies of Government of India and to JVs / Subsidiaries as per BPCL guidelines. It also reserves right to consider inflow of royalty to BPCL during evaluation of bids.
- 8.2 Each package shall be labeled indicating the Hazardous Nature, Brief Handling Procedure and Precautions to be followed.
- 8.3 Test Certificate for physical and chemical properties and laboratory analysis are required with each supply.
- 8.4 On receipt of product, samples will be drawn for testing at our laboratory and if found to be in accordance with our specifications, the same shall be taken in to account.
- 8.5 The vendor shall keep sufficient stock to ensure uninterrupted supply.
- 8.6 Bidder to indicate suitable material of construction for the vessel for the proposed lubricity improver injection.
- 8.7 Bidder to provide references for their lubricity improver used worldwide.
- 8.8 Bidder shall provide the necessary procedure for safe disposal of chemical in case of non-consumption and the method of disposal of drums.
- 8.9 Your offer should be on firm price basis and valid till complete execution of the contract.

- 8.10 BPCL reserves the right to stop calling off material / cancel the order by giving 30 days notice in advance.
- 8.11 Bidder shall submit detailed information along with the offer regarding the direct / indirect impact of their product on people, equipment, environment and material etc. Material Safety Data Sheet to be submitted with the technical bid.
- 8.12 The material shall be packed in accordance with the rule in weatherproof, shipment worthy eco-friendly packing, labeled and indicating clearly the description of item, hazardous nature if any and precautions/care to be taken.
- 8.13 Any effort by bidder or bidder's agents, consultant or representative, howsoever described, to influence the Owner (BPCL) in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 8.14 Offers and all correspondence must be in English language only.
- 8.15 Cutting / Correction: All entries in the tender must be written in permanent ink or typewritten and there should not be any erasing or overwriting or corrections. Any unavoidable mistake should be neatly cut and re-written without over-writing and use of correcting fluid. All corrections should be duly signed by the Bidder.
- 8.16 The commercial terms offered by the bidder should be firm, clear and specific as the tenders shall normally be finalized without seeking further clarification.
- 8.17 Bidder to confirm that free replacement shall be made in case the material supplied is rejected.
- 9.0 **Integrity Pact (IP)**
- 9.1 Bidders are to sign integrity pact (Annexure J) and submit along with bid document. **Bids without signed Integrity pact are liable for rejection.**
- 9.2 Pro-forma of Integrity Pact (IP) - Annexure J shall be returned by the Bidder(s) along with the bid documents (technical bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with bid documents shall result in the bid not being considered for further evaluation.
- 9.3 If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of IP.
- 9.4 If the contract has been terminated according to the provisions of the IP, or if BPCL is entitled to terminate the contract according to the provisions of the IP, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the IP.
- 9.5 Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor (IEM). The IEM's name, address and contact number is given below :

Shri Brahm Dutt, 1/8 Safadarjung Enclave, New Delhi – 110029, India.

E-mail – [dutt.brahm@gmail.com](mailto:dutt.brahm@gmail.com), Mobile Phone Number - + 91 9871920282

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

## 10.0 Arbitration clauses

### a. Alternative – 1

Law, Arbitration and Jurisdiction.

#### 1. Negotiation and Conciliation

The Parties shall endeavor to settle any dispute, difference, claim, counter-claim, question or controversy between the Parties arising out of, in connection with or in relation to this Agreement (“Dispute”) amicably between themselves, through negotiation.

#### 2. Reference to Arbitrator

- Any Dispute which the Parties are unable to resolve pursuant to Clause (1) within thirty (30) days of the written notification by one Party to the other of the existence of a Dispute shall be finally determined by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- All arbitration proceedings shall be conducted in English language. For the purpose of such arbitration, both parties shall in good faith explore the possibility of agreement on a Sole Arbitrator and in case of failure of such mutual agreement on Sole Arbitrator, each party shall appoint one arbitrator and both appointed arbitrator shall appoint third arbitrator. The Arbitral tribunal shall decide any such dispute or claim strictly in accordance with the governing law specified below. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.
- The venue of arbitration shall be Mumbai, India. The Award may include an award of costs. Each Party shall bear their respective expenses in relation to the arbitration and the eventual liability for the costs shall be in terms of the arbitral award.
- Notwithstanding of arbitration in respect of such dispute, the parties shall continue to perform their respective obligations under this Agreement without prejudice to the final determination / Award in respect of such dispute.

#### 3. Decision/ Award

Any decision or Award of the Arbitrator appointed pursuant to this clause shall be final and binding upon the parties.

#### 4. Governing Laws/ Jurisdiction

This Agreement shall be governed by and construed in accordance with Laws of India. Each of the Parties hereto irrevocably submits to the sole and exclusive jurisdiction of the Courts at Mumbai, India.

### b. Alternative – 2

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under LCIA India Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.

- The number of arbitrator shall be three.
- The seat or arbitration shall be Mumbai, India.
- The language to be used in the arbitration shall be English.
- The governing law of the contract shall be the substantive law of India.

**c. Alternative – 3**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

- The Tribunal shall consist of ONE arbitrator. The language of the arbitration shall be English.
- This contract is governed by the Laws of India.

**11.0 Instructions to Bidders for e-Tendering**

11.1 The bidder is requested to download the tender from BPCL’s e-tendering website <https://bpacleproc.in> and participate in the tender as per the instructions given above and herein, on or before the due date and time of the tender. The tender available on the BPCL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpacleproc.in>.

11.2 For registration on the e-tender site <https://bpacleproc.in>, bidder needs to download the User Instruction Manual from the site and read it. They shall have to select “Register” and complete the “Bidder’s Registration Form” by filling in all the information correctly. Kindly remember the login id (e-mail), password entered therein. After completing this process, system will generate an e-mail, click on the link and complete balance registration process.

11.3 As a pre-requisite for participation in the tender, bidders are required to obtain a valid Digital Certificate of Class III and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the Bidder. In case any Bidder so desires, he may contact our e-procurement service provider M/s. E Procurement Technologies Limited (+ 91 9099090830, +91 7940016816) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents / fees. Non availability of Digital Certificate shall be considered as the bidder’s regret.

11.4 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 by any bidders, then such Bidders, 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 Bidder. They have the choice of making changes in their bid before the due date and time. No communication other than the above will be circulated regarding Corrigendum / amendment, if any.

- 11.5 Bidders are required to submit their bid online on or before the due date and time of closing of the tender as depicted in this document. Bidders shall have to log on to the website (<https://bpcleproc.in>) for submitting their bid. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance. Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the Bidder intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids. Once the entire process of submission of online bid is complete, the Bidders are required to go to option 'own bid view' through dashboard and take the print of the envelope receipt as a proof of submitted bid.
- 11.6 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.
- 11.7 Offers submitted through e-tendering portal will only be considered.
- Bidders are not allowed to submit their offer through any other mode (manual bids, e-mail fax etc). Such offers will not be considered.
- 11.8 Once the PQ Bid / Technical (or) un-priced bids are opened, bidders can see the list of Bidders who have participated in the bid by logging on to the portal under their user ID and password and clicking on "Other Bids" view. Subsequently, in case the price bids are opened in E Tendering platform, Bidders can see the rates quoted by all the participating bidders using the same option.
- 11.9 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 Bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that Bidders who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date / time so that there is sufficient time available with him/her to acquaint with all the steps 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.
- 11.10 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.

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

1. For system related queries:

Contact: Mr. Satya, [satyanarayan@abcprocure.com](mailto:satyanarayan@abcprocure.com),

Telephone: +91 9004014223

Mr. Ajay Nandangi, [ajay.nandangi@abcprocure.com](mailto:ajay.nandangi@abcprocure.com),

Telephone: +91 22 25533128, +91 7208726400.

2. For tender related queries: (BPCL CPO-Refineries)

Mrs. Tabassum Das, Procurement Manager (CPO-R)

Phone: 022-25533225.;

e-mail id : [tabassumn@bharatpetroleum.in](mailto:tabassumn@bharatpetroleum.in)

OR

Mr. R.V. Deodhar, Procurement Leader, CPO (R)

Phone: 022-25533031,

e-mail id : [deodharrv@bharatpetroleum.in](mailto:deodharrv@bharatpetroleum.in)

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## BID QUALIFICATION CRITERIA

### 1. Technical Criteria:

1.1 The bidder shall be a manufacturer of DLA.

1.2 The Bidder may submit his offer for supply of DLA to one or more Refineries. The Bidder should have supplied at least 615 MT of DLA to any Refinery/Petroleum Installation within the last 36 months, to be counted from the bid due date/extended due date or the bidder should have supplied at least 205 MT of DLA in any 12 consecutive months within aforesaid 36 months.

The bidder shall necessarily provide documentary evidence such as purchase order copy / letter from a buyer's representative, invoice copies in order to support the above claim. The bidder shall submit a statement in Excel format indicating the following details a) Buyer's Name b) Buyer's contact details (Name & designation, e-mail, telephone number) c) Purchase order Number d) Purchase order date e) Quantity Ordered f) Quantity Supplied g) Invoice Number & Date. A hard copy of this statement shall be uploaded along with Technical Bid.

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

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

### 2. Financial Criteria:

2.1 The average annual turnover of the bidder during the immediately preceding three financial years should not be less than Rs. 3.95 Cr. (Three crores and ninety five lacs) or US \$ 604,900.00 (Six hundred four thousand, nine hundred dollars) or Euro 564,000.00 (Five hundred sixty-four thousand euro).

2.2 The bidder's net worth as per latest audited balance sheet should be positive. The net worth is the difference between all asset and all liabilities i.e; (All assets – All Liabilities).

The above confirmation (point no. 2.1 and 2.2) should be supported by audited Profit and Loss statements and Balance sheets for the last three financial years ending on March 2017. Further, for bidders who have not finalized their books of account for the last financial year 2016-17, evaluation of these criteria would be done for the immediately preceding financial year ending 2015-16 for which books of account has been finalized.

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**ANNEXURE - D**

**TECHNICAL DETAILS FOR DIESEL LUBRICITY ADDITIVE, SAMPLE SUBMISSION PROCEDURE, PPM TESTING AND PRICE LOADING**

1. Bidder shall provide the sample of Diesel Lubricity Additive offered/quoted in 2 sample bottles (250 ml each) along with Technical Bid for laboratory testing to BPCL. Sample to be delivered to Mr. Tushar S. Thorat, Sr. Manager (R&D) BPCL - CORPORATE R&D CENTRE, PLOT NO.2A, UDYOG KENDRA, P.O. SURAJPUR, Greater Noida, Uttar Pradesh- 201306  
**Bidder shall ensure that the sample reaches to BPCL at the above address before the tender due date. Offers without samples may not be considered for evaluation.**
2. The sample bottles shall be labelled with a sticker indicating the following 1) Sample of Diesel Lubricity Additive, 2) CRFQ Number, 3) Brand Name and 4) Reference Number.
3. The above samples will be tested against Standard Low Sulphur Diesel (Sulphur less than 50 mg/kg) at the dosage rate of 50, 70, 85 and 100 PPMV for qualification & loading and that a Wear Scar Diameter (WSD) range of 420 to 450 microns is targeted with chemical. Each bidder should specify the minimum dosage rate required for a targeted WSD range of 420 to 450 microns. During testing, if WSD falls below the required range of 420 to 450 microns at dosage rate of 50 PPMV, then 50 PPMV dosage rate shall be considered for further evaluation.
4. For meeting technical qualification, bidders' sample shall meet the required WSD of 460 microns with dosage rate of 100 PPMV max. Any dosage rate beyond 100 PPMV shall not be considered for further evaluation.
5. Average of PPMV dosage rates obtained for WSD 420 microns and WSD 450 microns in exercise carried out as indicated in point no. 3 above shall be considered for further evaluation.
6. The test method will be ISO 12156 (HFRR). Advantage of repeatability as mentioned in the method ISO 12156 (HFRR) will not be considered at any stage of evaluation process.
7. Bidders are required to submit FTIR spectra of the sample provided as a part of technical bid.
8. The test result of BPCL laboratory shall be final and binding and no further communication or correspondence shall be entertained.
9. Loading of each bidder be based on the following formula:  
 (Average ppmv dosage rate obtained from point no. 5 for the bidder X Price quoted by the bidder) ÷ (average ppmv dosage rate for the bidder with lowest dosage rate among the participating bidders)

Specifications:-

Sr. No.	Property	Unit	Specification
1	Color		Clear Yellow
2	Physical State **		Liquid
3	Density @ 15 °C	Kg/L	0.89 – 0.93
4	Viscosity @ 40 °C	cSt	5.0 – 25.0
5	Solubility in water @ 20 °C		Negligible
6	Flash Point	°C	Minimum 60

\*\* This is bidder's specification

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**ANNEXURE – E**

**PRICE SCHEDULE (FOR INDIAN BIDDER)**

Reference No. \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

From: \_\_\_\_\_

To  
 DGM CPO (R), Bharat Petroleum Corporation Limited,  
 Mahul, Mumbai 400 074. India.

Subject: Supply of Diesel Lubricity Additive

With reference to CRFQ 1000279132 / 12.04.2017 for supply of Diesel Lubricity Additive, we submit below our most competitive offer.

	Quantity	Unit Rate
Diesel Lubricity Additive	1) MR – 640 MT	Quoted / Not Quoted per MT
	2) KR – 900 MT	Quoted / Not Quoted per MT
	3) NRL – 205 MT	Quoted / Not Quoted per MT
Excise Duty	Excise Duty	_____ %
	Tariff Number	_____
VAT / CST against form “C”	MR	VAT / CST _____ %
	KR	VAT / CST _____ %
	NRL	VAT / CST _____ %
Freight Charges % of unit price.	1) MR	Quoted / Not Quoted %
	2) KR	Quoted / Not Quoted %
	3) NRL	Quoted / Not Quoted %

Octroi Charges	MR	Quoted / Not Quoted %
Entry Tax	NRL	Quoted / Not Quoted %
Service Charge on Octroi Charges / Entry Tax	MR	Quoted / Not Quoted %
	NRL	Quoted / Not Quoted %
Place of Despatch		
Delivery Period	MR	
	KR	
	NRL	
Validity of Offer		
Payment Terms – BPCL Terms	Acceptable / Not Acceptable	
Delayed Delivery Clause	Acceptable / Not Acceptable	
Performance Bank Guarantee	Will be Submitted / Will not be submitted	
Packing Details		
EMD Details		

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

Place & Date

For \_\_\_\_\_

Seal & Signature

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**PRICE SCHEDULE (FOR FOREIGN BIDDER)**

Reference No. \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

From: \_\_\_\_\_

To  
 DGM CPO (R), Bharat Petroleum Corporation Limited,  
 Mahul, Mumbai 400 074. India.

Subject: Supply of Lubricity Additive

With reference to 1000279132 / 12.04.2017 for supply of Diesel Lubricity Additive, we submit below our most competitive offer.

Currency: \_\_\_\_\_

	Quantity	Unit FOB Rate
Diesel Lubricity Additive	1) MR – 640MT	Quoted / Not Quoted per MT
	2) KR – 900 MT	Quoted / Not Quoted per MT
	3) NRL – 205 MT	Quoted / Not Quoted per MT
Ocean Freight up to Nhava Sheva Port Kochi Port Kolkata Port	1) MR	Quoted / Not Quoted per MT
	2) KR	Quoted / Not Quoted per MT
	3) NRL	Quoted / Not Quoted per MT
Transit Insurance		BPCL / NRL Account
Port of Despatch		
Delivery Period	1) MR	_____
	2) KR	_____
	3) NRL	_____
Validity of Offer		

Payment Terms	BPCL Terms – Acceptable / Not Acceptable
Delayed Delivery Clause	Acceptable / Not Acceptable
Performance Bank Guarantee	Will be Submitted / Will not be submitted
Packing Details	
Customs Tariff Number	
EMD Details	

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

Place & Date

For \_\_\_\_\_

Seal & Signature

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**ANNEXURE - F**

**AGREED TERMS & CONDITIONS**

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

S. No.	Tender Requirement	Bidder's confirmation / Acceptance / comments to be mentioned for each item
<b>A</b>	<b>TECHNICAL:</b>	
1	Confirm that the offer has been submitted strictly as per the enquiry.	
2	Confirm that you meet the Technical Criteria as indicated in Annexure C and proof as required is submitted along with Technical Bid.	
3	Confirm that all pages of attached technical specifications and scope of supply enclosed with the tender have been submitted with the technical bid duly signed in all pages.	
4	Confirm that there is no commercial & technical deviation and specification of offered product is same as per tender specification.	
5	In case of any deviation, confirm that the same has been indicated in Annexure G.	
6	Confirm that any deviations/ reservations/ notes / comments etc., given elsewhere in the offer other than the Annexure G shall not be considered.	
7	Bidder to note that BPCL Laboratory results shall be final. Bidder to confirm Acceptance.	
<b>B.</b>	<b>COMMERCIAL</b>	
1	Confirm that you are meeting Bid Qualification criteria as given in Annexure C and proof as required is submitted along with Technical Bid.	
2	Confirm that BPCL's Integrity pact is duly signed and submitted by you as per requirement.	
3	Indicate the quoted currency.	
4	Indicate Country of Origin of goods offered	
5	Confirm that the prices are given strictly as per price schedule.	
6	Details of Packing of goods offered.	
7	Confirm that if the material is rejected due to poor quality / not as per specifications, the same shall be replaced free of cost.	
8	<b>For Indian Bidders :</b> Indicate basis of quoted prices.	

	(Ex-Works/ FOR Despatch point/ FOR Destination/ free delivery at site) -	
9	<b>For Foreign Bidders:</b> Confirm whether FOB and CFR prices have been indicated in the offer, with gate way port of exit. BPCL reserves the right to place order on FOB or CFR basis. Bidder to Confirm.	
10	Charges to shipping agencies shall be borne by the vendor, if order is placed on CFR basis.	
11	Indicate earliest firm delivery periods. This shall be reckoned from the date of Purchase order / Call Off order issued by respective refinery P&CS Dept.	
12	Confirm that the Prices shall be FIRM till complete execution of the order / contract period and shall not be subject to variation on any account.	
13	Confirmation that the quoted prices are valid for acceptance 90 days from tender due date / extended due date.	
14	On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended without any deviation including change in price.	
15	<b>For Indian Bidders:</b> If excise duty / Sales tax is presently not applicable, confirm whether the same will be borne by you in case it becomes applicable at a later date. Also please give reasons for non application of ED / Sales tax.	
16	<b>For Indian Bidders:</b> Wherever CENVAT CREDIT can be availed by BPCL, Excise duty shall be reimbursed by BPCL after receipt of proper documents to avail CENVAT benefit. Wherever supplier is an importer and is offering imported material, whether proper excise document as mentioned under Cenvat Credit Rules, enabling BPCL to avail cenvat credit of CVD+SAD amount will be provided with supplies – Bidder to confirm.	
17	The rates shall be inclusive of works contract tax wherever applicable.	Not Applicable
18	In case freight is claimed inclusive of any service tax amount, confirm whether you will mention the freight amount & service tax amount separately in the invoice, with service tax registration number under which the service tax on freight is paid by you. Indicate the rate of service tax wherever service tax applicable extra and items on which the same is applicable.	
19	<b>For Indian Bidders:</b>	

	Statutory variation in excise duty rate and Sales Tax /VAT rate during contractual delivery period shall be to BPCL account. Any increase in the rate of sales tax beyond CDD shall be to vendor's account. Any increase in the rates of Excise Duty & VAT beyond the contractual completion date or approved extended contractual completion date will be borne by BPCL to the extent CENVATABLE documents passed on to BPCL and BPCL is in a position to get the CENVAT claim from the authorities. However, the benefit of any reduction must be passed on to BPCL.	
20	Prices quoted shall exclude transit insurance charges as the same shall be arranged by BPCL.	
21	<b>For Indian Bidders:</b> Confirm that all Bank charges and Stamp Duties shall be borne by the bidder.  <b>For Foreign Bidders:</b> Confirm that all bank charges & stamp duties overseas, if any, are included in the price and only bank charges/stamp duties, if any, in India to be borne by BPCL.	
22	<b>For Foreign Bidders:</b> Confirm that all taxes, duties and levies of any kind up to port of shipment shall be borne by supplier.	
23	Confirm acceptance of BPCL's & NRL's General Purchase Conditions (GPC) in toto.	
24	In case of deviation/ reservations etc., to BPCL's GPC & tender conditions, confirm that the same has been given in separate Annexure G. <b>Deviations/ reservations / notes/ comments etc., given elsewhere in the offer may not be considered.</b>	
25	Confirm acceptance of part order without any stipulation of minimum order value/quantity.	
26	Confirm acceptance of repeat purchase order with the same rate and terms & conditions within 12 months from the date of original purchase order.	
27	Delayed delivery clause: Acceptance to price reduction for delay in delivery beyond contractually agreed schedule @ ½% of undelivered order value per week of delay or part thereof, subject to a ceiling of 5% of total order value as per Clause No. 20 of BPCL's General Purchase Conditions (GPC).	
28	Payment term : <b>For Indian Bidders:</b> Confirm that payment term shall be 100% within 30 days of receipt and acceptance of material at site.	



	<p><b>For Foreign Bidders:</b>                  100% 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.                  For any other payment terms necessary loading shall be done while evaluating the offer.</p>	
29	<p>Performance Bank Guarantee (PBG) :                  Confirm that you will furnish performance guarantee bond for 10% of order value by way of Bank Guarantee in the prescribed format from any Scheduled Indian Bank as per clause 14 of General Purchase Conditions (GPC) and as per format of PBG attached.</p> <p>MR – Order Value of 640 MT                  KR – Order Value of 900 MT                  NRL – order Value of 205 MT</p> <p>In case BG is furnished by any foreign bank, the same shall be countersigned by Indian Branch of the Foreign Bank, which should be a scheduled bank as per RBI or by any Indian Scheduled Bank</p> <p>The PBG should be valid for a period of 12 months from date of order + delivery period and with a claim period of 6 months thereafter. The PBG shall be furnished within 15 days of PO. The PBG should be sent to us directly by your Banker</p> <p><b>In case this point is not accepted by the vendor, the bid is liable to be rejected.</b></p>	
30	Indicate relationship with any of our Directors.	
31	Please confirm you have filed declaration in format Annexure H. In case you have been banned or delisted by any Government or Quasi Government agencies or PSUs, this should be clearly stated in the declaration. If this declaration is not furnished, the bid shall be rejected as non-responsive.	
32	<p>You are requested to furnish the following information for e-payment:</p> <p>a) Name of the vendor/contractor party                  b) Account No. of the party                  c) Bank &amp; Branch Name where the above account is maintained                  d) Type of account (current/saving/cash credit A/c)</p>	

	<p>e) Branch code of the above bank branch –  <b>For Indian Bidders</b></p> <p>f) MICR code of the above branch. – <b>For Indian Bidders</b></p> <p>g) SWIFT Code. – <b>For Foreign Bidders.</b></p>	
33	<p><b>For Indian Bidders:</b>                  If the items are covered under DGS&amp;D rate contract, confirm that a copy of rate contract is enclosed with your offer.</p>	
34	<p><b>For Indian Bidders:</b>                  In terms of Section 8 of The Micro, Small and Medium Enterprises Development Act (MSMEDA), 2006 , eligible bidders is requested to submit a copy of the relevant memorandum/ notification issued by authority notified by the State Government or Central Government and by medium enterprises with the authority notified by the Central Government, i.e., General Manager, District Industries Centre or any District Level Officer of equivalent rank in the Directorate or the Department dealing with micro, small and medium enterprises of the State Government or the Union Territory Administration., along with the offer for availing the privileges.</p>	
35	<p><b>For Foreign Bidders:</b>                  Direct offer without the intermediary of an Indian Agent only will be considered.</p>	
36	<p>Quality Commitment:                  Sampling, Sample testing, Performance guarantee test run and penalty for failure will be as per Technical spec (Annexure-D).</p>	
37	<p>I have downloaded the tender document from the site indicated in the tender and have taken print out of the same for submission. I hereby declare that no terms and conditions / wordings / sentences have been changed or modified by me in the tender document at the time of submission of the tender.</p>	
38	<p>Referred holiday listing policy of BPCL</p>	

Place:

For and on behalf of

Date:

Signature & seal of the vendor

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**ANNEXURE - G**

**List of Deviations to the tender document:**

Deviations if any, shall be indicated in this Annexure only and shall be submitted along with Technical Bid. Deviations indicated elsewhere in the tender document may not be considered by BPCL. In case of no deviation, bidder shall indicate remark NIL in this annexure and submit along with Technical Bid.

SR. No. / Annexure	Reference Clause of Tender Document	Deviation

Place:

For and on behalf of

Date:

Signature & seal of the vendor

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**PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING**

Bidders are required to incorporate appropriate remark in the category applicable to them and submit the same along with Technical Bid.

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm

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

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

In the case of Company

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

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

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

Place:

For and on behalf of

Date:

Signature & seal of the vendor

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**ANNEXURE - I**

**Bharat Petroleum Corporation Limited  
General Purchase Conditions**

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

**INDEX**

1. DEFINITIONS
2. REFERENCE FOR DOCUMENTATION
3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
4. LANGUAGE OF BID
5. PRICE
6. TAXES AND DUTIES
7. INSPECTION
8. SHIPPING
9. INDIAN AGENT COMMISSION
10. ORDER AWARD / EVALUATION CRITERIA
11. CONFIRMATION OF ORDER
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19. VALIDITY OF OFFER
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37. GOVERNING LAW
38. AMENDMENT
39. SPECIAL PURCHASE CONDITIONS
40. NOTICES

Bharat Petroleum Corporation Limited

General Purchase Conditions

**1. DEFINITIONS:**

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

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

**2. REFERENCE FOR DOCUMENTATION:**

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

**3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**

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

**4. LANGUAGE:**

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

**5. Price:**

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

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

**6. TAXES AND DUTIES:**

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

**6.1. EXCISE DUTY:**

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

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

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

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

**6.2. SALES TAX / VAT/GST:**

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

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

**6.3 Service tax:**

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

- a) Name, address and registration number of the service provider
- b) Name and address of person receiving taxable service
- c) Description, classification and value of taxable service provided
- d) Service Tax Payable

#### **6.4 FREIGHT AND OCTROI:**

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

#### **6.5. NEW STATUTORY LEVIES:**

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

#### **6.6 Variation in Taxes/Duties**

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

#### **7. INSPECTION:**

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ULIPL/RITES LTD/ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards / scope of inspection provided along with the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or



specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

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

## **8. SHIPPING:**

### **8.1 SEA SHIPMENT:**

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

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

### **SHIPPING DOCUMENTS:**

All documents viz. Bill of Lading, invoices, packing list, freight memos, 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 authorized representatives.

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

The bill of lading shall indicate the following:

Shipper: Government of India

Consignee: Bharat Petroleum Corporation Ltd.

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

## **8.2 AIRSHIPMENT:**

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

### **TRANSMISSION OF SHIPPING DOCUMENTS:**

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

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

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

for inspection charges whenever applicable.

## **9. INDIAN AGENT COMMISSION:**

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

## **10. ORDER AWARD / EVALUATION CRITERIA:**

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, Excise Duty,

Sales Tax, Freight, Inspection, Octroi, Supervision of Installation & Commissioning and other taxes & levies, loading etc, if any, reduced by cenvat/vat credit as applicable.

**11. CONFIRMATION OF ORDER:**

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

**12. PAYMENT TERMS:**

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.
- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order.
  - a) Invoice
  - b) Excise invoice
  - c) The Lorry Receipt of the consignment
  - d) Packing list for the consignment
  - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
  - f) Manufacturers Test/Composition Certificate, wherever applicable
  - g) Drawing(s)/Catalogue(s) covering the Material(s) , wherever applicable
  - h) Guarantee/Warranty Certificate(s), wherever applicable.
  - i) Original Receipt for Octroi/other statutory levies as applicable.
  - j) Performance Bank Guarantee as applicable.

**13. GUARANTEE/WARRANTY:**

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of

defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.

- 13.4. The Vendor shall provide similar warranty on the parts, components, fittings, accessories etc. so repaired and / or replaced.

#### **14. PERFORMANCE BANK GUARANTEE:**

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

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

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

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

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

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

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

#### **15. PACKING & MARKING:**

##### **15.1 PACKING:**

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

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

Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15") 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 package 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. Up to 50mm NB in wooden cases/crates.
- b. Above 50mm NB and up to 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 number.

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 color splash in say red black around each package crate / bundle shall be given for identification.

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

## 15.2. MARKING:

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

- a) Purchase Order Number
- b) Vendor Name
- c) Batch number with manufacturing date

- d) Procedure (in brief) for handling
- e) Date of dispatch etc.

### **15.3 Imported items:**

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

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

From :

To : Bharat Petroleum Corporation Limited.

(With detailed address as given in Special Purchase Conditions)

Order no.	Rev. no.
Item :	
Equipment Nomenclature:	
Net weight:	Kg.
Gross weight:	Kg.
Case Number _____	of Total cases _____
Dimensions:	
Import Licence Number	

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

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

### **16. DELIVERY:**

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.

- 16.3. The contractual delivery period is inclusive of all the lead time for engineering / procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be 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.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Ltd., (with detailed address as given in Special Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

**19. VALIDITY OF OFFER:**

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

**20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:**

- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of



such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.

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

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

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

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

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

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

## 21. RISK PURCHASE CLAUSE:

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

## 22. FORCE MAJEURE CLAUSE:

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

- (i) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
- (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
- (iii) epidemic, plague or quarantine;
- (iv) air crash, shipwreck, or train wreck;
- (v) 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;
- (vi) 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 seven (7) days after such commencement date, notify the 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**

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

## **23. ARBITRATION CLAUSE:**

- 23.1 Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director (Marketing) / Director (HR) / Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.
- 23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.

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

**24. INTEGRITY PACT (IP):**

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

**25. RECOVERY OF SUMS DUE:**

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

**26. CONFIDENTIALITY OF TECHNICAL INFORMATION:**

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

**27. PATENTS & ROYALTIES:**

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

**28. LIABILITY CLAUSE:**

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

**29. COMPLIANCE OF REGULATIONS:**

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

**30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:**

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

**31. NON-WAIVER:**

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

**32. NEW & UNUSED MATERIAL:**

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

**33. PURCHASE PREFERENCE CLAUSE:**

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

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

**34. CANCELLATION:**

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

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

34.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

**36. ASSIGNMENT**

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

**37. GOVERNING LAW**

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

**38. AMENDMENT**

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

**39. SPECIAL PURCHASE CONDITIONS**

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

**40. NOTICES**

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

BPCL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

To,  
Bharat Petroleum Corporation Limited

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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.

- ii. 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 in 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 or 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:

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**INTEGRITY PACT**

Between

**Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal", And**

..... hereinafter referred to as "The Bidder/  
Contractor/ Supplier".

**Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for **Supply of Diesel Lubricity Additive to BPCL Mumbai Refinery and BPCL Kochi Refinery vide CRFQ 1000279132 dated 12.04.2017**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

### Section 3 - Disqualification from Tender Process and Exclusion from Future Contracts

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

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

### Section 4 - Compensation for Damages

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

### Section 5 - Previous Transgression

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

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

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

### Section 7 - Punitive Action Against Violating Bidders/ Contractors/Suppliers/ Subcontractors

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

### Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/ Contractor/ Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Supplier. The Bidder/ Contractor/ Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/ Contractor/ Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

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

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

#### Section 10 - Other Provisions

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



.....  
For the Principal  
Rajendra V. Deodhar,  
Place: Mumbai

.....  
For the Bidder/ Contractor/Supplier

Witness 1: .....  
(Signature/Name/Address)

Date: 12.04.2017

Witness 2: .....  
(Signature/Name/Address)

**FORMAT FOR BIDDER'S INFORMATION**

1		Name of Bidder	
2		Address for Communication	
3		General contact details viz. e mail address, telephone no., and fax no.	
4		Whether bidder is a manufacturer OR dealer/trader, for items under this tender	
5		Type of Organisation: Government Dept. / Public Sector Undertaking / Public Limited Company / Private Limited Company / Partnership / Proprietorship / Others (Pl. specify)	
6		Location of Registered Office , in the case of Company	
7		Residential status : Indian or Non-resident;	
8		Indian Income Tax PAN Number: (Note : In case where Indian Income Tax Deduction at Source is applicable, non-availability of PAN Number will entail a higher deduction)	
9		In case non-resident, whether the bidder is having any Permanent Establishment in India, through which business transactions in India are carried out.	
10		<b>IN CASE BIDDER IS A MANUFACTURER FOR ITEMS UNDER REFERENCE:</b>	
	10.1	Address of Factory:	
	10.2	Central Excise Registration Number(For Indian bidders)	
	10.3	Service Tax Registration Number , if any (For Indian Bidders)	
	10.4	Sales Tax / VAT / CST Registration Number(For Indian Bidders)	

11		<b>IN CASE BIDDER IS A DEALER / TRADER / SERVICE PROVIDER FOR ITEMS UNDER REFERENCE:</b>	
	11.1	Central Excise Registration Number, if any(for issuing Cenvatable invoice under Cenvat Credit Rules) (For Indian Bidders)	
	11.2	Service Tax Registration Number, if any (For Indian Bidders)	
	11.3	Sales Tax / VAT / CST Registration Number (For Indian Bidders)	
12		<b>CONTACT PERSON'S DETAILS:</b>	
	12.1	Name & Designation	
	12.2	E-mail id	
	12.3	Telephone No.- Landline	
	12.4	Mobile Number.	
	12.5	Fax number	
13		Average Annual Turnover of the business	
14		Whether the bidder falls under the category of Micro & Small Enterprises (MSE) as per the MSME Policy of Govt. of India. If YES, whether proof for the same enclosed with the bid?	

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**ANNEXURE - L**

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

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

Dear Sir,

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

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

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

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

Yours faithfully,

\_\_\_\_\_ Bank by its constituted attorney

Sign on behalf of Bank  
(Signature of the person duly authorized to sign on behalf of the Bank)  
Name, Signature and seal of Bank

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