



Uhde India Pvt. Ltd.



GLOBAL INVITATION

Date: 11.09.2009

Tender No.: 6457/GT/SUPPLY/007

Item: **LTCS Plates**

Contract No: 66-6457-700

Due Date: 12:00 Hrs of 09.10.2009.

Dear Sirs,

Please submit your competitive offer for supply / services in strict conformity to the following documents enclosed.

- 1) Acknowledgement Letter
- 2) Technical Specifications
- 3) Bidders Qualification Criteria
- 4) Instructions To Bid
- 5) Special Purchase Conditions
- 6) General Purchasing Conditions
- 7) Commercial Questionnaire (Ind)
- 8) Commercial Questionnaire (Imports)

Kindly return the duly filled and signed 'Acknowledgement Letter', immediately.

UIPL Data Sheets, enclosed should be duly filled in, signed and stamped. We shall not be able to evaluate your offer technically in the absence of these data sheets.

Thanking you,

Yours faithfully,
Uhde India Private Limited

MILIND SARAF / ABHIJEET MITHARI

ACKNOWLEDGEMENT LETTER

Attn: **Mr. Abhijeet Mithari / Mr. Milind Saraf**
Uhde India Private Limited
Dugal Plaza, 3rd Floor, 692 A / 3 C,
Prem Nagar, Bibwewadi, Off. Pune-Satara Road,
Pune – 411 037
Tel:- 020-66081155 / 66081144

Sub: Confirmation to Bid

TENDER No.: _____ **Date:** ____ / ____ / ____

Work / Supply Item: _____

Dear Sirs,

We hereby acknowledge receipt of a complete set of bid document along with enclosures for subject works/scope of supply as per table of contents for our use in preparing the bid.

We undertake that the contents of the above tender document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A) We intend to bid as requested for the subject items and furnish following details with respect to our quoting office:

- i) Postal address:
- ii) Telephone number:
- iii) Telefax Number:
- iv) Email Address:
- v) Contact Person:

B) Contact person at Mumbai / Pune, if any, for Indian bidders **OR** Contact person in India, if any, for foreign bidders:

- i) Postal address:
- ii) Telephone number:
- iii) Telefax Number:
- iv) Email Address:
- v) Contact Person:

- C)** We shall attend the pre-bid meeting as indicated in special purchase conditions: **Yes / No**
(In case the vendor in not attending pre-bid meeting any techno-commercial changes intimated during pre-bid meeting shall be informed to the vendor by courier/email/fax)
- D)** We shall submit our offer by: Date:
- E)** We are unable to bid for the reasons given below and we are returning the entire set of tender documents.

Reasons for non-submission of bid

Company's Name:

Signature:

Name:

Designation:

Date:

Copy To : DGM (Engineering & Projects) West,
Bharat Petroleum Corporation Ltd,
A – Installation, 1st Floor
Sewree Fort Road, Sewree (E),
Mumbai – 400015 (Maharashtra).
India

Note: Bidder is requested to furnish the details mentioned at (A), (B), (C) OR (D) immediately after receipt of tender documents.

Uhde	Plant LPG storage	Customer BPCL	Code BPCL	UAN	66-6457-700	Sheet 4 / 4
BOM FOR PLATES FOR 600 MT LPG MOUNDED BULLETS (2 Nos.)				TON	10D002 A/B	
				ITEM		
				DOC.ID CODE	6457-MQ-UM-0002	

Rev.

a. Simulation heat treatment of test coupons.

The following heat treatment shall be conducted on the test coupons representative of heat treated plates before the specified mechanical testing like tensile, **bend**, impact tests, etc., to meet the requirements and these details shall also be recorded on the test certificates.

Simulation Heat Treatment Cycles & condition of test coupons:-
for plate thickness above 20 mm – 1 Normalising + 2 Stress relieving
for plate thickness 20 mm & below – 2 Normalising + 2 Stress relieving

b.

PWHT	1st S.R.	2nd S.R.
		Loading Temp. 300°C
Rate of heating	80 to 100°C/hr.	30°C/hr. max.
Holding Temp.	610 +/- 10°C	610 +/- 10°C
Soaking Time	2 hours	2 hours
Rate of cooling	100 to 120°C/hr	30°C/hr. max.
(Furnace cooling)	Upto 300°C	Upto 300°C

c. Renormalising and P.W.H.T. cycles :

Loading Temp: 200°C and under
Rate of Heating : 200°C per hour max.
Holding: 930°C (Min.) 960°C (Max.)
Soaking Time : 2 hours
Cooling Method : In still air

The plates shall be free from injurious defects. Reconditioning / repair of plates by welding is not permitted.

III Tensile test shall be performed at room temperature and at elevated temperature of 150°C according to BS EN 10002-1 & BS EN 10002-5 respectively. The yield values shall be guaranteed as per Table Y-1 of ASME Section II Part D in the test certificate.

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IV OTHER REQUIREMENTS

- i) All tests shall be carried out in the presence of TPIA/ BPCL's authorised Inspection agency. Each plate shall be stamped.
- ii) Marking : The Purchase order no. shall be stenciled on all plates and American Standard & Grade no. , Heat no., Inspector symbol shall be die stamped.
- iii) Test Certificates : Type of quality certificate as per EN 10204- TYPE 3.2 IN ENGLISH. The material shall be duly certified by TPIA / BPCL's authorised Inspection agency covering details given below :
 - a) Heat and plate number
 - b) Chemical composition, Heat and Product analysis
 - c) Heat Treatment cycles
 - d) Mechanical properties viz. Tensile Yield, Elongation, Impact, **bend tests**.
 - e) Ultrasonic test results
 - f) Result of simulation P.W.H.T. of mechanical test coupons into conditions in addition to the test results in as supplied condition of plates.

Rev.
05



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Bidders Qualification Criteria

Tender/Enq. No.: 6457/GT/SUPPLY/007 Dt. 11/09/2009

Item: LTCS PLATES

Project No.: 66-6457-700

**IMPORT OF PROPANE / LPG AT JNPT JETTY AND DEVELOPMENT OF
REFRIGERATED STORAGE & HANDLING FACILITY AT URAN LPG PLANT**

Client: Bharat Petroleum Corporation Limited

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3	Financial criteria
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6	Qualification Criteria Confirmation Sheet



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1.0 General:

Offers of bidders fulfilling all the qualification criteria as mentioned below will only be considered for further technical & commercial evaluation



2.0 Technical / Execution criteria:

- 2.1 Bidder shall be a manufacturer or authorized representative of manufacturer. Offers of traders shall not be acceptable.
- 2.2 Offers from authorized representatives of manufacturers shall be furnished along with the authorization letter from the manufacturer.
- 2.3 Bidder should have supplied as a manufacturer or authorized representative of manufacturer during any of the ten preceding financial years at least one similar item costing not less than **Euro 2,00,000/- OR INR 1,30,00,000/-** to Refineries/ Petrochemicals / Fertiliser / Power/Industrial Plants.
- 2.4 The Bidder shall not be on Holiday list of BPCL/ UIPL.

3.0 Financial criteria:

- 3.1 The minimum annual turnover of the Bidder shall not be less than **EURO 6,00,000/- OR INR 3,90,00,000/-** during any of the preceding three financial years (i.e. 2006-2007, 2007-2008 & 2008-09).

4.0 Other Criteria:

Besides above mentioned points, the following will also be part of Qualification Criteria:

- 4.1 BPCL / UIPL reserve the right to accept / reject any or all qualification documents at their sole discretion without assigning any reason whatsoever.
- 4.2 BPCL/UIPL at its discretion reserve the right to verify information submitted and inspects the bidder's facilities to confirm their capabilities
- 4.3 Vendors would be qualified based on data and documents provided by them and also based on information available with BPCL with regard to the vendor's credentials.
- 4.4 Offers of the qualified vendors only shall be considered for further evaluation.
- 4.5 BPCL/UIPL decision on any matter regarding short listing of parties shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.

5.0 The following minimum documents should be submitted by the Bidders along with Techno-Commercial Bid to prove their credentials:

- Company Broacher with Audited Balance sheets for the last 3 financial years.
- Quality Control and Assurance Plan of the Company
- Details of similar supplies executed in the last five years.
- Confirmation sheet (format attached)



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Qualification Criteria Confirmation Sheet

Tender No: 6457/GT/SUPPLY/007

Item / Material to be supplied: LTCS Plates

Sr. No.	Vendor Qualification Criteria	Vendor confirmation	supporting documents attached
1	Technical / Execution criteria:		
a	Bidder shall be a manufacturer or authorized representative of manufacturer.		
b	Offers from authorized representatives of manufacturers shall be furnished along with the authorization letter from the manufacturer		
c	Bidder should have supplied as a manufacturer or authorized representative of manufacturer during any of the ten preceding financial years at least one similar item costing not less than Euro 2,00,000/- OR INR 1,30,00,000/- to Refineries/ Petrochemicals / Fertiliser / Power/Industrial Plants.		
d	The Bidder shall not be on Holiday list of BPCL/ UIPL.		NA
2	Financial criterias:		
a	The minimum annual turnover of the Bidder shall not be less than EURO 6,00,000/- OR INR 3,90,00,000/- during any of the preceding three financial years (i.e. 2006-2007, 2007-2008 & 2008-09).		
3	Documents submitted:		
a	Company Broacher with Audited Balance sheets for the last 3 financial years.		
b	Quality Control and Assurance Plan of the Company		
c	Details of similar supplies executed in the last five years.		
d	Copies of audited balance sheet for the last three years.		

(Signature of Vendor with Company seal)

Name of the Authorised Signatory :

Designation :

Date :



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Instructions To Bidders (ITB)

Project No.: 66-6457-700

IMPORT OF PROPANE / LPG AT JNPT JETTY AND DEVELOPMENT OF REFRIGERATED STORAGE & HANDLING FACILITY AT URAN LPG PLANT

Client: Bharat Petroleum Corporation Limited

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1.0 INTRODUCTION

1.1 M/S Bharat Petroleum Corporation Ltd.(BPCL), Fortune 500 Company proposes to set up a facility for import of PROPANE / LPG at JNPT jetty and development of refrigerated storage at Uran LPG Plant and have appointed UHDE India Pvt. Ltd. (UIPL) as a consultant for the implementation of the same.

1.2 UIPL for and on behalf of BPCL invites Sealed Bids under single stage two envelope bid system, for the entire work / supply covered under the Bidding Document. All bids are to be completed and returned in accordance with and within the time provided in these Instructions to Bidder.

2.0 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and delivery of its bid including (but not limited to) costs and expenses related to visits to the site(s) and other locations, and the cost of any tests, investigations, evaluations and consultations. BPCL/UIPL will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

3.0 SITE LOCATION / SITE VISIT

The Project Site is located near JNPT (about 45 kms from the Mumbai City) in the State of Maharashtra. Mumbai City is well connected by Rail and Road from other parts of India. Nearest Airport is at Mumbai, at a distance of about 45 kms from the Project Site.

The bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the Contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.

The bidder and any of its personnel or authorised representatives will be granted permission by BPCL to enter upon its premises and lands for the purpose of such inspection. It is understood that as an implicit condition of such permission, the bidder, its personnel and/or authorised representative(s) shall be understood to have released and indemnified BPCL and its personnel from and against all liability in respect thereof and to have assumed all responsibility for personal injury (whether fatal or otherwise), loss of or damage to person or property and any other loss, damage, cost and expenses incurred as a result of such visit, including those sustained by any negligence or other act of tort on the part of BPCL and/or its personnel and



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Consultants. During such visits the Bidder shall abide by all the rules and regulations, as applicable.

Bidders may contact UIPL for site visit purpose.

4.0 BIDDING DOCUMENTS

The bidder is expected to examine the bidding documents, including all instructions, FORMs, General Purchase Conditions, Terms and conditions of Contract, Specifications, Drawings and other documents and to fully familiarise itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

Within 5 days of receipt of Bidding Document, Bidder shall acknowledge the receipt and confirm his intention to bid for the tendered work as per Proforma given in Bidding Document.

5.0 AMENDMENT OF BIDDING DOCUMENTS

- 5.1 At any time prior to the deadline for submission of bids as well as up to priced bid opening, BPCL/UIPL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents.
- 5.2 The modifications/amendment will be notified in writing or by fax to all prospective bidders who have been issued the Bidding documents, and shall be part of the Bidding documents and shall be binding on all bidders. The Bidders will be required to acknowledge receipt of any such amendment to the Bidding documents. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
- 5.3 Bidders shall examine the Bidding documents thoroughly and inform BPCL/UIPL of any apparent conflict, discrepancy or error, so that BPCL/UIPL may issue appropriate clarification(s) or amendment(s), if required.

6.0 LANGUAGE OF BIDS

- 6.1 The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BPCL/UIPL, shall be written in English language only.



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- 6.2 Any printed literature furnished by the bidder may be written in any other language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

7.0 PREPARATION OF BIDS – TWO BID SYSTEM

- 7.1 The bidder is required to prepare bid in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders.

- 7.2 The Bid shall be prepared and submitted in two separate sealed Covers :

Cover – 1 Technical Bid and Price Bid

Cover – 2 Duplicate Copy of Technical Bid

- 7.3 **Cover-1: Original Technical Bid and Price Bid:** Bidder(s) will be required to submit in their one bigger sealed cover marked as “TECHNICAL” & “PRICE BID” containing the following documents in three separate sealed envelopes before the due date & time in BPCL’s Sewree Office at the address,

DGM (Engineering & Projects) West,
Bharat Petroleum Corporation Ltd,
A – Installation, Floore no. 1
Sewree Fort Road, Sewree (E),
Mumbai – 400015 (Maharashtra).
India

Contact person: Mr. K V R Subudhi, Project Leader.

Tel No. : +91 022 2417620 (Uran Office)

Cell No. +919892351452 (on the bid opening date)

- i) Envelope 1: Techno-Commercial Bid (1 Set Original + 1 Set Photocopy)**

- a) Information about the Bidder
- b) Original Technical Details
- c) One set of Tender Documents duly signed and stamped on each page in original, as token of its acceptance. Signed & sealed NIT documents, specifications.
- d) Schedule of Deviations (if any) to the commercial and Technical bid documents. Deviations must be furnished on a separate “Deviation Sheet”. Deviations indicated elsewhere in the bid document will not be considered.



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- e) Delivery / Completion schedule and all commercial conditions.
- f) Unpriced copy of the "Price Bid" mentioning "Q" for quoted items & "NQ" for not quoted items.
- g) Confirmation regarding readiness for signing of Integrity pact in the event of award of contract / order
- h) Financial details including Audited Balance Sheet, including Profit and Loss A/c for the preceding 3 financial years.
- i) Duly filled Commercial Questionnaire.
- j) Bidder's Qualification Documents. **(Vendors fulfilling all the qualification criteria as mentioned in the "Bidders Qualification Document" will only be considered for further technical & commercial evaluation)**
- k) Check-List for bidding documents

For convenience, the Bid shall be compiled in the form of specific Sections conforming to the above points a to j. In case of non-submission of above documents or submission of incomplete documents, BPCL/UIPL reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial / Unpriced Bid.

ii) Envelope 2: Original EMD (1 Original + 1 Photo copy)

Bidder shall furnish, as part of his Bid, EMD for the amount as indicated in the Notice inviting Tender. The Bids not accompanied with EMD or EMD not as per Proforma given in the Bidding Document shall be considered as non-responsive and such Bids shall be rejected.

iii) Envelope 3: Original Priced Bid (1 Original + 1 Photo copy)

Each envelope shall be super scribed with Tender Number, Bidder Name and the names of documents it contains.

7.4 Cover-2: Duplicate Copy of Technical Bid and Unpriced Price Bid:

Bidders will be required to submit in their one bigger sealed cover marked as "DUPLICATE COPY OF TECHNO-COMMERCIAL BID" containing the following documents (envelop 4 & envelop 5), before the due date & time in UIPL's Pune Office at the address,

UHDE India Pvt. Ltd.
Dugal plaza, 2nd Floor,
692 A/3C, Prem Nagar, Bibwewadi
Off. Pune-Satara Road,



Uhde India Pvt. Ltd.

Pune 411 037 (Maharashtra)

India.

Contact person: Mr. Abhijeet Mithari / Mr. Milind Saraf

Tel: +91 20 6608 1155 / 1144

Fax: +91 20 6608 1300



i) Envelope 4: Photo Copy of Techno-Commercial Bid (2 Sets of Photocopies)

- a) Information about the Bidder
- b) Original Technical Details
- c) One set of Tender Documents duly signed and stamped on each page in original, as token of its acceptance. Signed & sealed NIT documents, specifications.
- d) Schedule of Deviations (if any) to the commercial and Technical bid documents. Deviations must be furnished on a separate "Deviation Sheet". Deviations indicated elsewhere in the bid document will not be considered.
- e) Delivery / Completion schedule and all commercial conditions.
- f) Unpriced copy of the "Price Bid" mentioning "Q" for quoted items & "NQ" for not quoted items.
- g) Confirmation regarding readiness for signing of Integrity pact in the event of award of contract / order
- h) Financial details including Audited Balance Sheet, including Profit and Loss A/c for the preceding 3 financial years.
- i) Duly filled Commercial Questionnaire.
- j) Qualification Documents. **(Vendors fulfilling all the qualification criteria as mentioned in the "Bidder Qualification Document" will only be considered for further technical & commercial evaluation)**
- k) Check-List for bidding documents

ii) Envelope 5: Bid Security / EMD (1 Photo copy)

7.5 Although all the details presented in this Bid document have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

7.6 The bid requirements are explicitly stated in the Bidding Documents. The Bidder is required to study these requirements in detail and to make a proposal in an outline as defined above completely meeting these requirements. The Bid must be complete in all respects, leaving no scope for ambiguity. It is in the interest of the Bidder to submit a complete and comprehensive proposal leaving no scope for BPCL/UIPL to raise or ask for any further questions or clarifications, with a view that the proposal



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may be evaluated only on the basis of what has been submitted by the bidder in the first instance in order to adhere to a very strict project schedule. Bidder's quotation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions.

7.7 For the purpose of these documents the terms "bid" and "tender", "bidding" and "tendering" and other similar expressions are synonymous.

7.8 Also, "Bid Document", "Tendering Document" and "Bidding Document" and similar expressions are synonymous.

8.0 PRICE BID

8.1 The item wise Bid prices shall be filled in the "Format For Submitting Price Schedule" in the Special Conditions of Purchase.

8.2 Bidders shall quote landed cost indicating separately basic cost, all taxes, duties, levies, octroi applicable, packing & forwarding charges, transportation charges etc. and the final landed cost at site.

8.3 Bidders shall indicate the applicable present rate of excise / customs duty, CVD, education cess and VAT/CST, Service Tax, the same shall be payable on production of documentary evidence issued from concerned authority.

8.4 This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected. In case of any correction, the bidder shall put its signature and its stamp. Eraser fluid will not be allowed for making any correction.

8.5 The prices quoted by the bidder shall remain firm and fixed and shall be valid until completion of the Contract and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents.

8.6 A Counter trade proposals shall not be considered in the evaluation of Bids or otherwise.

8.7 It shall be the duty of the supplier to duly observe and perform all laws, rules, regulations, orders and formalities applicable to Excise Duty, Sales Tax, VAT, Service tax, Customs Duty, Countervailing Duty etc. on the import, manufacture, sale and/or supply of any material to the BPCL and performance of the works under the Contract. The supplier/contractor shall keep BPCL indemnified from and against any and all claims,



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demands, prosecutions, actions, proceedings, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

9.0 CURRENCIES OF BID AND PAYMENT

- 9.1 Foreign Bidders may quote prices for materials and services to be imported into India either in Indian Rupees or in Foreign Currency or in a combination of Indian Rupees and Foreign Currency.
- 9.2 Bidders shall quote the price for materials and services to be procured from India and for expenses to be incurred in Indian Rupees only in Indian Rupees.
- 9.3 Indian bidders may quote the prices for materials and services to be imported into India in Foreign Currency. Such bidders quoting in foreign currency shall separately indicate in a list the materials and services to be imported into India and the Foreign Currency price payable for such materials and services.
- 9.4 For evaluation purposes, the foreign currency bid price shall be converted to Indian Rupees by considering Bill selling foreign exchange rate as on the date of priced bid opening.

10.0 BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- 10.1 Bidders will be required to submit bid security in the form of demand draft/ bank guarantee from any Indian scheduled bank; or an international bank of repute having a branch in India or having correspondent banking relationship with an Indian scheduled bank. The bid security shall be in US\$ for foreign bidders and in Indian Rupees for domestic bidders. The bid security shall be valid for **six months** beyond the bid validity date.
- 10.2 Foreign Bidders may also submit bank guarantee from an international bank of repute having a branch in India or having correspondent banking relationship with an Indian scheduled bank, in which case the Bank Guarantee shall be countersigned by their Indian Branch or by any Scheduled Indian Bank.
- 10.3 The EMD / bid security shall be in equivalent US Dollars for foreign bidders and in Indian Rupees for domestic bidders.



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- 10.4 The Bank Guarantees shall be valid for a period of 6(six) months beyond the bid validity date for item rate tenders and 9 months for Global tenders, (i.e. including 3 months claim period).
- 10.5 EMD /Bid Security value shall be as indicated in Special Purchase Conditions.
- 10.6 EMD is shall not be applicable in case of**
- a) Small Scale Units registered with the National Small Industries Corporation. The exemption shall, however, be only to the items for which the small-scale industries hold the registration with National Small Industries Corporation. The certificate issued by the National Small Industries Corporation should be valid on the date of opening of the tender.
 - b) Govt. organization & Public Sector Undertaking of the Central/ State Government
- 10.7 Bid securities of unsuccessful bidders will be returned upon placement of Contract/ order. However, EMD of the successful Bidder will be returned upon the Bidder executing the Contract, and furnishing the Initial Security Deposit/ Security Deposit as specified in the General Conditions of Contract.
- 10.8 The EMD may be forfeited:
- i) if a Bidder withdraws/modifies/changes/alters suo-moto his bid during the period of Bid Validity or does any breach of tendering terms and conditions, or,
 - ii) in case of a successful Bidder, if the Bidder fails, within the specified period:
 - a. to sign the Contract.
 - b. to furnish the Initial Security Deposit/ Security Deposit

11.0 PERIOD OF VALIDITY OF BIDS

- 11.1 Bids shall remain valid for **6(Six) months** after the deadline for bid submission. A bid valid for a shorter period may be rejected by the BPCL/UIPL as non-responsive.
- 11.2 Notwithstanding the above, the BPCL/UIPL may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (by fax/ email).



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- 11.3 If the bidder agrees to the extension request, the validity of the bid security shall also be suitably extended.
- 11.4 A bidder may refuse the request without forfeiting his bid Security.
- 11.5 A bidder accepting the request for extension shall not be permitted to modify his bid because of the extension, unless specifically invited to do so.

12.0 QUERIES / CLARIFICATIONS

- 12.1 The bidder is requested to submit any queries / clarification / information pertaining to Bidding Document in writing delivered by hand or by mail. This shall be addressed to Mr. Milind Saraf / Mr. Abhijeet Mithari – UHDE India Pvt. Ltd., Pune within one week from the date of receipt of bidding documents. Any failure by Bidder to submit queries / clarification / information pertaining to Bidding Documents in writing shall not absolve the Bidder, after subsequent placement of Order / Contract, of his responsibility to perform the work in accordance with the Order / Contract.
- 12.2 UIPL's responses to Bidder's queries/clarifications raised will be furnished as expeditiously as possible to all the vendors who have been issued Bidding Documents. Any modification of the Bidding Documents which may become necessary, shall be sent to all bidders through the issue of an Addendum.

13.0 FORMAT AND SIGNING OF BID

- 13.1 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person signing the bid. The name and position held by each person signing must be typed or printed below the signature.
- 13.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case, such corrections shall be signed in full by the person or persons signing the bid.



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14.0 BIDDING DOCUMENTS AND DEVIATIONS

- 14.1 One complete set of Bidding Document shall be issued to the Pre-Qualified Bidders in the form of CD with the hard copy of the table of contents (With a Master Index).
- 14.2 It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations should be separately and specifically stipulated only in the prescribed format. BPCL/UIPL reserves the right to reject as non-responsive any bid containing major deviation(s).

15.0 DEADLINE FOR SUBMISSION OF BIDS

- 15.1 The Original bid, together with required copies must be received by the designated authority on or before the date, time and venue specified in the Letter Inviting Bid.
- 15.2 The BPCL/UIPL may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the BPCL/UIPL and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

16.0 ALL PAGES TO BE INITIALLED

- 16.1 All signatures in bids shall be dated and shall bear a seal of the bidder. In addition, all pages of the bids before submission of the bid shall be initialed at lower right hand corner by the Bidder or by a person holding a Power of Attorney authorising him to sign on behalf of the bidder.
- 16.2 The Bidder shall sign and affix its seal on all pages of the Priced bid.

17.0 PRICES TO BE IN FIGURES AND WORDS

- 17.1 The bidder shall fill the Schedule of Prices both in figures as well as in words in the Price Schedule forming part of the bidding Documents, in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the Price schedule and duly signed by the bidder.
- 17.2 When there is a difference between the prices in figures and words, the amount which corresponds to it in words shall prevail.



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18.0 CORRECTIONS AND ERASURES

- 18.1 Bidders are required to fill in the tender documents with due care so as to avoid any cuttings/corrections/alterations in the entries made in the tender papers.
- 18.2 In case any corrections are required, the original writings shall be neatly cut/ panned through and re-written nearby. No overwriting or erasure of original writings by use of 'white fluid' or the like is permitted. In case any erasure using 'white correcting fluid' is found, the tender shall be liable to be rejected.
- 18.3 All cuttings/ corrections/ alterations shall be signed in full by the tenderer with date. Numerical figures shall be written both in figures as well in words.

19.0 LATE BIDS / BIDS RECEIVED BY FAX / TELEX / TELEGRAMS:

Any bid received by BPCL/UIPL after the deadline for submission of the bids (including any extension(s) hereof) will be declared "Late" and rejected and returned unopened to the bidder. Bids received by way of Fax or Telex or Telegram or email or in open condition shall not be considered shall not be considered

20.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 The bidder may modify or withdraw his bid after the bid's submission, provided that written notice of the modification or withdrawal is received by BPCL/UIPL prior to the deadline prescribed for submission of bids.
- 20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for submission of bids.
- 20.3 A bid may not be withdrawn or modified after the deadline for submission of bids during the period of bid validity without forfeiting the bid security unless the modification shall be made upon an invitation by the BPCL/UIPL permitting the bidder to modify the bid.
- 20.4 If a bid is properly modified within the foregoing provisions, the bid as modified shall constitute the bid offer.



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21.0 OPENING OF BIDS

- 21.1 BPCL/UIPL may open Unpriced Bids in the presence of Bidder's representative(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend and are present shall sign a register evidencing their attendance.
- 21.2 The Bidder's names, modification and Bid withdrawals, and the presence or absence of the requisite Bid Security, and such other details as BPCL/UIPL may, at its discretion, consider appropriate, will be announced and recorded at the opening.

22.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, BPCL/UIPL may, at its discretion, ask the bidder for a clarification of his bid. All responses to a request for clarification shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by BPCL/UIPL.

23.0 TECHNO-COMMERCIAL EXAMINATION OF BIDS

- 23.1 BPCL/UIPL will examine or cause to be examined the bids to determine whether they are complete, whether required bid securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 23.2 The bids without requisite Bid Security and/or not in the prescribed proforma will not be considered and bids of such bidders shall be rejected.
- 23.3 BPCL/UIPL will determine to its subjective satisfaction whether the bidder has submitted a responsive bid and is qualified to satisfactorily perform the work, and such determination shall not be open to question.
- 23.4 The determination will also take into account the bidder's financial and technical capabilities, as well as such other qualifications as BPCL/UIPL deem necessary and appropriate.



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24.0 BID REJECTION CRITERIA

- 24.1 Prior to detailed bid evaluation, BPCL will determine the substantial responsiveness of each bid with respect to the bidding documents. A substantially responsive bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the bidding documents, the BPCL's rights or the bidder's obligations as envisaged in the bidding documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by BPCL/UIPL.
- 24.2 The following provisions of the bidding document must be adhered to without any deviations, failing which the bid shall be considered to be non-responsive and may be rejected.
- i. Bid Security
 - ii. Bid Validity period
 - iii. Defects Liability Period
 - iv. Performance Bank Guarantee

25.0 COMPLETE SCOPE OF SUPPLIES/WORK

- 25.1 The complete scope of supplies and work/services has been defined in the bidding documents. Only those bidders who take complete responsibility and who bid for the complete scope of supplies and work/services as contained in the bidding document shall be considered for further evaluation.
- 25.2 Waiver of deviations and conditions (if any), should be submitted by the Bidders before the opening of the Priced Bid failing which the Priced Bid of concerned Bidder shall not be opened.

26.0 OPENING OF PRICE BIDS

- 26.1 Substantially responsive bidders will be shortlisted by the BPCL/UIPL for opening of price part of their bids. Date, time and venue for opening of price bids will be informed to the shortlisted bidders subsequently.



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- 26.2 The price bids of the technically and commercially acceptable Bidders will be opened in the presence of Bidder's representative who chooses to attend, on the date and time to be intimated. The bidder's name, bid price and such other details as the BPCL/UIPL at its discretion may consider appropriate, will be announced at the opening of price bids.

27.0 EVALUATION AND COMPARISON OF PRICES

- 27.1 In evaluating the bids, BPCL will determine for each bid the evaluated Bid Price by adding the prices for following items:
- a) Landed Price at site for supplies & services after taking in to consideration quoted Packing & Forwarding charges, all taxes & duties, Statuary levies, octroi and Transportation Charges.
 - b) Any other loading towards factors like Power & Utilities consumption etc as indicated in Special Conditions of Purchase.
- 27.2 To facilitate evaluation and comparison of prices, the BPCL/UIPL will convert all bid prices expressed in Foreign Currency into Indian Rupees at selling rate of the concerned foreign currency on the date of opening of price Bids.
- 27.3 BPCL shall allow **preference to Indian Central Government Public Sector Undertakings/Enterprises** as admissible under the existing policies of Government of India. Preference shall also be given to Joint Venture company of BPCL.

28.0 REBATE

No suo-moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

29.0 CONTACTING BPCL

A bidder shall not contact BPCL on any matter relating to his bid from the time of bid opening to the time, that the Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence BPCL in BPCL's decisions in respect of bid evaluation or contract award will result in the rejection of that bidder's bid.



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30.0 BPCL'S RIGHT TO ACCEPT/REJECT BIDS

- 30.1 BPCL/UIPL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the ground of BPCL's/UIPL's action.
- 30.2 BPCL/UIPL shall not be obliged to award the Order / Contract to the lowest evaluated bidder if BPCL/UIPL apprehends that it will not be in the interest of BPCL/UIPL to award the Order / Contract at the lowest evaluated price or to the lowest evaluated bidder.

31.0 NOTIFICATION OF AWARD

BPCL/UIPL will notify the successful bidder in writing by letter and/or by Fax of Acceptance that his bid has been accepted. The Acceptance of Bid will constitute the formation of Contract. Effective date of Contract shall be the date of issue of Fax of Acceptance (FOA)

32.0 CONTRACT AGREEMENT /PURCHASE ORDER / WORK ORDER

- 32.1 Contract documents for agreement / Purchase order / Work Order shall be prepared after the notification of Acceptance of Bid. Until the formal Contract is signed, the bidding documents and Addendum(s) and any modifications thereto and/or there from agreed upon by BPCL with the bidder's final bid shall be considered as Contract.
- 32.2 The Contract document / Purchase Order / Work Order thus shall consist of the following:
- a) Original Bidding documents issued with its enclosures including General Conditions of Contract, General Conditions of Purchase, Special Conditions of Contract, Special Conditions of Purchase, drawings etc.
 - b) Addendum/Corrigendum/Amendment to Bidding documents issued, if any.
 - c) The notification of Acceptance of bid / Fax of Acceptance.
 - d) The Detailed Letter of Acceptance including Statement of Agreed Variations, if any, and accepted price-schedule.
 - e) Secrecy Agreement.
 - f) Formal Contract / Purchase Order / Work Order



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- 32.3 A Statement of Agreed Variations shall be prepared based on the finally agreed deviations, if any, to the bidding documents and all other correspondences forming part of the offer prior to issue of Notification of Acceptance of bid shall be treated as null & void.
- 32.4 The statement of Agreed Variations shall form part of the contract / purchase order / work order which shall be issued within 30 (thirty) days of the Notification of Acceptance of Bid.
- 32.5 Any deviations or stipulations made and accepted by BPCL after acceptance of the bid shall be treated as amendment(s) to the Contract / Order and shall be governed by the conditions relating to amendment of Contract / Order.

33.0 ACCEPTANCE OF PURCHASE / WORK ORDER

The vendor shall confirm the acceptance of purchase order / work order by a signing a copy of the order as a token of acceptance and submitting the same to BPCL within 7 (seven) days from the date of receipt of the order.

34.0 CONFIDENTIALITY OF DOCUMENTS

Bidders shall treat the bidding documents and contents therein as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid; all documents must be immediately returned to BPCL.

35.0 CHECKLIST FOR SUBMISSION OF BID

Bidder is required to fill the checklist and submit along with the bid for ready reference.



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CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist

Please confirm & ensure compliance:

SR	Description	Yes / No
1	Cover-1: Technical Bid and Price Bid	
i	Envelope 1: (1 Set Original + 1 Set Photocopy)	
	a) Information about the Bidder	
	b) Original Technical Details	
	c) One set of Tender Documents duly signed and stamped on each page in original, as token of its acceptance. Signed & sealed NIT documents, specifications.	
	d) Schedule of Deviations (if any) to the commercial and Technical bid documents. Deviations must be furnished on a separate "Deviation Sheet". Deviations indicated elsewhere in the bid document will not be considered.	
	e) Delivery / Completion schedule and all commercial conditions.	
	f) Unpriced copy of the "Price Bid" mentioning "Q" for quoted items & "NQ" for not quoted items.	
	g) Confirmation regarding readiness for signing of Integrity pact in the event of award of contract / order	
	h) Financial details including Audited Balance Sheet, including Profit and Loss A/c for the preceding 3 financial years.	
	i) Duly filled Commercial Questionnaire.	
ii	Envelope 2: Original Bid Security / EMD (1 Original + 1 Photo copy): Bidder shall furnish, as part of his Bid, EMD for the amount as indicated in the Notice inviting Tender. The Bids not accompanied with EMD or EMD not as per Proforma given in the Bidding Document shall be considered as non-responsive and such Bids shall be rejected.	
1	BY BANK GUARANTEE	
	BG No. _____ Dt. _____	
	Bank _____ Branch _____	
	For Rs. _____	
	Valid till _____	
	OR	
1	BY DEMAND DRAFT	
	DD No. _____ Dt. _____	



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SR	Description	Yes / No
	Drawn on _____	
	For Rs. _____	
iii	Envelope 3: Original Priced Bid (1 Original + 1 Photo copy)	
2	Cover-2: Technical Bid and Price Bid: Bidders will be required to submit in their one bigger sealed cover marked as “DUPLICATE COPY OF TECHNO-COMMERCIAL BID” containing the following documents, before the due date & time in UIPL’s Pune Office.	
i	Envelope 4: Photo Copy of Techno-Commercial Bid (2 Sets of Photocopies)	
	a) Information about the Bidder	
	b) Original Technical Details	
	c) One set of Tender Documents duly signed and stamped on each page in original, as token of its acceptance. Signed & sealed NIT documents, specifications.	
	d) Schedule of Deviations (if any) to the commercial and Technical bid documents. Deviations must be furnished on a separate “Deviation Sheet”. Deviations indicated elsewhere in the bid document will not be considered.	
	e) Delivery / Completion schedule and all commercial conditions.	
	f) Unpriced copy of the “Price Bid” mentioning “Q” for quoted items & “NQ” for not quoted items.	
	g) Confirmation regarding readiness for signing of Integrity pact in the event of award of contract / order	
	h) Financial details including Audited Balance Sheet, including Profit and Loss A/c for the preceding 3 financial years.	
	i) Duly filled Commercial Questionnaire.	
ii	Envelope 5: Photo Copy of BID Security / EMD (1 Photo copy)	
3	<u>CONFIRM THE FOLLOWING</u>	
1	All pages of the bid have been page numbered in sequential manner	
2	The bid has been submitted in requisite number of Copies as specified in ITB	
3	Compliance Letter for Addendum/Amendment, if any, has been submitted along with offer, duly signed and stamped on each page	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____



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**PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING UNPRICED BID
OPENING AND PRICED BID OPENING**

NO.

DATE:

DGM (Engineering & Projects) West,
Bharat Petroleum Corporation Ltd,
A – Installation, Sewree Fort Road, Sewree (E),
Mumbai – 400015 (Maharashtra).
India

Dear Sirs,

We Hereby authorise following representative (s) to attend the
unpriced bid opening and priced bid opening against your Tender / Enquiry No.
..... for

1. Name & Designation..... Signature
2. Name & Designation..... Signature

We confirm that we shall be bound by all and whatsoever our representative (s) shall
commit.

Yours faithfully,

Signature

Name & Designation

For & on behalf of

Note:

This Letter of Authority should be on the letterhead of the bidder and should be signed
by a person competent and having the power of attorney to bind the bidder.



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PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern:

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

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

In the case of Company

We hereby declared 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 given 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, 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:

Signature of the Bidder.....

Date:

Name of the Signatory



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CUT-OUT SLIPS TO BE USED BY VENDORS FOR PASTING ON COVERS CONTAINING BIDS

Cover – 1 Technical Bid and Price Bid:

DO NOT OPEN – THIS IS A QUOTATION

Cover-1: Technical Bid and Price Bid

(Containing sealed Envelop 1 , Envelopo 2 & Envelope 3)

(Project No. 66-6457)

Project : Import of LPG at JNPT & Development of refrigerated storage at Uran LPG Plant.

Client: BHARAT PETROLEUM CORPORATION LTD

PMC : M/s. UHDE INDIA PVT LTD.

RFQ / ENQ No. : -----

Item : -----

Bid due date & time : -----

From:

To:

**DGM (Engineering & Projects) West, Bharat
Petroleum Corporation Ltd, A – Installation,
Floor No.1
Sewree Fort Road, Sewree (E),
Mumbai – 400015 (Maharashtra), INDIA.**



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Envelope 1: Techno-Commercial Bid (1 Set Original + 1 Set Photocopy)

DO NOT OPEN – THIS IS A QUOTATION

Envelope-1: Techno-Commercial Bid

(1 Set Original + 1 Set Photocopy)

(Project No. 66-6457)

Project : Import of LPG at JNPT & Development of refrigerated storage at Uran LPG Plant.

Client: BHARAT PETROLEUM CORPORATION LTD

PMC : M/s. UHDE INDIA PVT LTD.

RFQ / ENQ No.: -----

Item : -----

Bid due date & time : -----

From:

To:

**DGM (Engineering & Projects) West, Bharat
Petroleum Corporation Ltd, A – Installation,
Floor 1
Sewree Fort Road, Sewree (E),
Mumbai – 400015 (Maharashtra), INDIA.**



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Envelope 2: Original EMD (1 Original + 1 Photo copy)

DO NOT OPEN – THIS IS A QUOTATION

Envelope-2: Original EMD

(1 Original + 1 Set Photocopy)

(Project No. 66-6457)

Project : Import of LPG at JNPT & Development of refrigerated storage at Uran LPG Plant.

Client: BHARAT PETROLEUM CORPORATION LTD

PMC : M/s. UHDE INDIA PVT LTD.

RFQ / ENQ No. : -----

Item : -----

Bid due date & time : -----

From: _____ _____ _____ _____ _____	To: DGM (Engineering & Projects) West, Bharat Petroleum Corporation Ltd, A – Installation, Floor 1 Sewree Fort Road, Sewree (E), Mumbai – 400015 (Maharashtra), INDIA.
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Envelope 3: Original Priced Bid (1 Original + 1 Photo copy)

DO NOT OPEN – THIS IS A QUOTATION

Envelope-3: Original Price Bid

(1 Original + 1 Set Photocopy)

(Project No. 66-6457)

Project : Import of LPG at JNPT & Development of refrigerated storage at Uran LPG Plant.

Client: BHARAT PETROLEUM CORPORATION LTD

PMC : M/s. UHDE INDIA PVT LTD.

RFQ / ENQ No. : -----

Item : -----

Bid due date & time : -----

From:

To:

**DGM (Engineering & Projects) West, Bharat
Petroleum Corporation Ltd, A – Installation,
Floor 1
Sewree Fort Road, Sewree (E),
Mumbai – 400015 (Maharashtra), INDIA.**



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Cover-2: Copy of Technical Bid and Unpriced Price Bid

DO NOT OPEN – THIS IS A QUOTATION

Cover-2: Copy of Technical Bid and Unpriced Price Bid

(Containing sealed Envelope 4 & Envelope 5)

(Project No. 66-6457)

Project: Import of LPG at JNPT & Development of refrigerated storage at Uran LPG Plant.

Client: BHARAT PETROLEUM CORPORATION LTD

PMC : M/s. UHDE INDIA PVT LTD.

RFQ / ENQ No. : -----

Item : -----

Bid due date & time : -----

From:

To:

**UHDE India Pvt. Ltd.
Dugal plaza, 2nd Floor,
692 A/3C, Prem Nagar, Bibwewadi
Off. Pune-Satara Road,
Pune 411 037 (Maharashtra)
India.
Attn: Mr. Abhijeet Mithari / Mr. Milind
Saraf
Tel: +91 20 6608 1155 / 1144
Fax: +91 20 6608 1300**



Uhde India Pvt. Ltd.



Envelope 4: Techno-Commercial Bid (2 Sets of Photocopies)

DO NOT OPEN – THIS IS A QUOTATION

Envelope-4: Copy of Techno-Commercial Bid (2 Sets of Photocopies)

(Project No. 66-6457)

Project : Import of LPG at JNPT & Development of refrigerated storage at Uran LPG Plant.

Client: BHARAT PETROLEUM CORPORATION LTD

PMC : M/s. UHDE INDIA PVT LTD.

RFQ / ENQ No. : -----

Item : -----

Bid due date & time : -----

From:

To:

UHDE India Pvt. Ltd.

Dugal plaza, 2nd Floor,

692 A/3C, Prem Nagar, Bibwewadi

Off. Pune-Satara Road,

Pune 411 037 (Maharashtra)

India.

Attn: Mr. Abhijeet Mithari / Mr. Milind Saraf

Tel: +91 20 6608 1155 / 1144

Fax: +91 20 6608 1300



Uhde India Pvt. Ltd.



Envelope 5: Bid Security / EMD (1 Photo copy)

DO NOT OPEN – THIS IS A QUOTATION
Envelope-5: Bid Security / EMD (1 Photocopy)
(Project No. 66-6457)

Project : Import of LPG at JNPT & Development of refrigerated storage at Uran LPG Plant.
Client: BHARAT PETROLEUM CORPORATION LTD
PMC : M/s. UHDE INDIA PVT LTD.

RFQ / ENQ No. : -----

Item : -----

Bid due date & time : -----

From: _____ _____ _____ _____	To: UHDE India Pvt. Ltd. Dugal plaza, 2nd Floor, 692 A/3C, Prem Nagar, Bibwewadi Off. Pune-Satara Road, Pune 411 037 (Maharashtra) India. Attn: Mr. Abhijeet Mithari / Mr. Milind Saraf Tel: +91 20 6608 1155 / 1144 Fax: +91 20 6608 1300
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Special Purchase Conditions (SPC)

RFQ. No.: 6457/GT/SUPPLY/007 Dt. 11/09/2009

Item: LTCS PLATES

Project No.: 66-6457-700

**IMPORT OF PROPANE / LPG AT JNPT JETTY AND DEVELOPMENT OF
REFRIGERATED STORAGE & HANDLING FACILITY AT URAN LPG PLANT**

Client: Bharat Petroleum Corporation Limited

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1.0 Due Date for Submission of Bids.: 12.00 hrs of 09/10/2009

2.0 Bid Opening Procedure:

Both the techno commercial and Priced bid shall be opened on the specified dates at BPCL Sewree office in presence of the bidder's representatives. Only the final bid cost and EMD details will be read before the bidder's representatives.

3.0 Techno-Commercial Unpriced Bid Opening Time & Date: 14.30 Hrs. of 09/10/2009.

4.0 Required Delivery Period: Within **4 months** at site from the placement of Fax / letter of Intent.

5.0 Bid Validity: Bidders shall confirm the bid validity of 6 Months from the bid due date of RFQ / Tender.

6.0 Bid Security / Earnest Money Deposit (EMD):

- a) Indian Bidders shall furnish EMD of **Rs. 5,00,000/-** along with the bids.
- b) Foreign Bidders shall furnish EMD of **USD 10,000/-** along with the bids.
- c) A bid is liable to be rejected unless it is supported by earnest money.**
- d) EMD shall be accepted either in the form of Crossed Demand Draft or Bank Guarantee.
- e) The earnest money deposit shall be returned to the unsuccessful bidder/s within one month after due date for opening of the tender. The earnest money deposit of the successful bidder will be retained till the receipt of order acceptance and security deposit. No interest shall be payable on earnest money deposit.

7.0 "Defect Liability Period" in respect of:

- (i) Bulk Consumables shall be the date of delivery plus 6 (six) months
- (ii) In the case of other Material(s) shall be 18 (eighteen) months from the date of delivery or 12 (twelve) months after the same have been put in service or commissioned, whichever is earlier;
- (iii) In the case of altered or replaced Material(s):
 - (a) With respect to Bulk Consumables, shall be 6 (six) months from the date of alteration, repair or replacement as the case may be; and
 - (b) With respect to other Material(s), shall be 12 (twelve) months from the date of alteration, repair or replacement as the case may be.



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8.0 "Force Majeure:

In the event of causes of Force Majeure occurring within the contractual delivery period and if they impede the performance of contract, the delivery dates shall be extended on receipt of application from the Vendor / Owner without imposition of penalty. Only those causes which depend on natural calamities, civil wars, fire and national strikes which have a duration of more than seven consecutive calendar days are considered the causes of force Majeure. The decision of Owner shall be final and binding on Vendor.

The Vendor must advise the Owner by a registered letter duly certified by Local Chamber of Commerce or statutory authorities and Owner must advise the Vendor by a letter, the beginning and the end of the delay immediately, but in no case later than within 10 days of the beginning and end of such causes of Force Majeure condition as defined above. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for period exceeding 60 days either party may at its option terminate the contract."

9.0 Arbitration clause:

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

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

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.

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.

The language of the proceedings will be English and the place of proceedings will be Mumbai

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."



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10.0 Performance Bank Guarantee (PBG) / Contract Performance Bank Guarantee (CPBG):

Performance Bank Guarantee in Indigenous enquiries and Contract Performance Bank Guarantee (for 10% of order value) in Foreign & Global enquiries and NITs shall be furnished by successful vendors in BPCL format. However, for order value upto Rs. 1 lakh, PBG/CPBG shall not be applicable.

11.0 Payment Terms:

Indigenous Vendors:

- a) **Supply:** 90% payment within 30 days of receipt & acceptance of material at site and submission of all test certificates, final documents. Balance 10% shall be against submission of Performance Bank Guarantee.
- b) **Supervision Charges:** 100% of supervision charges plus applicable taxes shall be payable after successful commissioning of the equipment, duly certified by Site-in-Charge.

Foreign Vendors:

100% payment will be made by the owner against an irrevocable letter of credit with **45 days credit** period against submission of dispatch documents. The letter of credit shall be established after seller furnishes a performance Bank guarantee of 10% of order value along with the Purchase Order Acceptance. The Seller shall furnish, for release of payment, following documents to the Purchase, through the Purchase's Banker.

- a) Negotiable bill of lading or Airway Bill as the case may be, evidencing shipment.
- b) Invoice for the shipment: Four copies
- c) Certificate of country of origin: Two copies
- d) Packing list: Four copies
- e) Inspection Release Note from UIPL in 4 copies.
- f) Certificate of Quality including works certificate / certificate of chemical analysis, where applicable: Two copies.
- g) Certificate from Seller that, in case of delay in delivery, price reduction for the same has been applied in the invoice submitted for payment.

Payment will be made by the owner against an irrevocable letter of credit against submission of dispatch documents.

Payment of Indian Agent Commission: It is not the policy of BPCL per se to look for, encourage or engage agents. BPCL shall not be liable for any payment on account of commission to supplier or his agents.

Commission, if any, needs to be settled by the supplier directly to his agents.



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12.0 PRICE REDUCTION CLAUSE FOR DELAY IN DELIVERY



In the event of delay beyond of the contractual progressive delivery date for reasons not attributable to BPCL and not constituting conditions of force majeure, it will be at BPCL's discretion, without prejudice to his other rights under the contract, to accept delayed delivery, but at the prices reduced at the rate of 1% (one percent) of the order value of delayed goods / supplies per week of delay or part thereof, subject to a maximum of 10% (ten percent) of the total order value.

The above price reduction schedule for delay in delivery shall be applicable for delay in delivery for all indigenous/imported items required for the project.

Further, in case of delay in delivery, the vendor shall calculate the applicable price reduction for delayed delivery and raise their invoices net of the same.

13.0 FORMAT FOR SUBMITTING PRICE

The price should be submitted in the format given below on your Company's letterhead.

A) FOR INDIGENOUS VENDORS:

Sr. No.	Description	Qty.	Unit Rate	Total Price
1	Item wise price on ex-your works basis.			
2	Charges for packing & forwarding			
3	Third Party Inspection Charges (if applicable)			
4	CENVAT (Excise Duty) @ _____%			
5	Sales Tax / MVAT @ _____%			
6	Octroi Not applicable			0
7	Transportation charges for delivery at the plant site by road			
8	Charges for erection (if applicable)			
9	Charges for commissioning (if applicable)			
10	Charges for testing at site (if applicable)			
11	Per Diem Rate for supervision of erection & commissioning (if applicable)			
12	Price for commissioning spares. Itemized with unit costs and relevant part no(s).			
13	Price for spares for 2 year's trouble free operation – Itemized with unit costs and relevant part no(s).			
14	Price for Insurance spares. Itemized with unit costs and relevant part no(s).			
15	Price for special tools and tackles, if any			
16	Any other charges (if applicable)			



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B) FOR FOREIGN VENDORS:



Sr. No.	Description	Qty.	Unit Rate	Total Price
1	Item wise EXW price			
2	Packing & Forwarding charges			
3	Inland transportation charges from factory to port of exit in the country of origin			
4	FOB charges as per INCO terms			
5	Freight charges from port of exit to Mumbai (India) Sea / Air ports			
6	Third Party Inspection Charges (if applicable)			
7	Charges for erection (if applicable)			
8	Charges for commissioning (if applicable)			
9	Charges for testing at site (if applicable)			
10	Per Diem Rate for supervision of erection & commissioning (if applicable)			
11	Price for commissioning spares. Itemized with unit costs and relevant part no(s).			
12	Price for spares for 2 year's trouble free operation – Itemized with unit costs and relevant part no(s).			
13	Price for Insurance spares. Itemized with unit costs and relevant part no(s).			
14	Price for special tools and tackles, if any			
15	Any other charges (if applicable), not covered herein above.			

The bidder shall include in his price, the cost of all documentation as per the enquiry specifications.

All necessary statutory Licensed, approvals, etc. for the manufacture and supply, including transportation of goods / equipment, items quoted shall be vendor's responsibility at no extra cost to the purchaser.

14.0 Bid Evaluation:

14.1 Where only Indian Bids are under comparison

Bids shall be evaluated on the basis of landed cost at Site including third party inspection charges (if applicable) by third party inspection agency as nominated by BPCL.

14.2 Where only Foreign Bids are under comparison

Bids shall be evaluated on CFR basis including third party inspection charges by third party inspection agency (nominated by BPCL) if applicable, and considering sea freight as under:

Packages/equipments/pipes & plates: Firm freight as quoted by bidders

In case vendor/bidder does not quote for freight charges then following loading will apply



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Bulk items – piping (other than pipes) / instruments:

Europe / Japan / Asia : 6% of FOB price

Australia / American Continent : 9% of FOB price

14.3 Where Indian as well as Foreign Bids are under comparison

Domestic Bidders:

Bids shall be evaluated on the basis of landed cost at Site including third party inspection charges by third party inspection agency (nominated by BPCL) if applicable

Foreign Bidders:

Bids shall be evaluated on the basis of landed cost at Site including third party inspection charges by third party inspection agency (nominated by BPCL) if applicable

a) F.O.B. price quoted by the bidder (including stowage charges in case of pipes)

b) Ocean freight as under:

Packages/equipments/pipes & plates: Firm freight as quoted by bidders

In case vendor/bidder does not quote for freight charges then following loading will apply

Bulk items – piping (other than pipes) / instruments:

Europe / Japan / Asia : 6% of FOB price

Australia / American Continent : 9% of FOB price

c) Marine insurance @0.25% of FOB price

d) Prevailing rate of Customs duty calculated with Landing Charges @ 1% of CIF Value

e) Port handling charges @ 2% of FOB value

f) Inland freight charges from Mumbai port(India) to project site(s) @2% of landed cost, i.e., sl.no.(a) to (e)

g) In case of pipes, in case a foreign bidder has not quoted or not included stowage charges, the same shall be loaded @ 10% of bidder's quoted Ocean Freight.



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14.4 SPARES

- a) Vendors shall quote for vendor recommended mandatory spares. All such prices of mandatory spares shall be considered for evaluation and ordering with the main equipment.
- b) Commissioning spares and special tools and tackles, if specifically required and mentioned in the enquiry / offer, will be considered for price evaluation and placement of order. However, suppliers shall be fully responsible and no additional cost shall be paid by BPCL in case commissioning spares/special tools and tackles over and above those quoted by suppliers are required.
- c) Bidders are requested to quote for their recommended two years operation and maintenance spares but the same will not be considered for price evaluation. These will be selected and ordered by BPCL.

14.5 Third Party Inspection Charges:

Foreign bidders shall quote third party inspection charges separately if applicable as indicated in technical specifications. Third party inspection charges shall be considered for evaluation while arriving at Suppliers' landed prices. TPI charges shall not be applicable for Indian vendors as the materials supplied by Indian vendors shall be inspected by UIPL.

14.6 Other Conditions Related To The Bid Evaluation:

- i. Canvassing in any form will make the bid liable for rejection.
- ii. Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- iii. Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of RFQ. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.
- iv. Bidders will not be allowed to revise their price/bid for any subsequent clarification compliance to RFQ conditions after submission of bid.
- v. Bid should be complete covering the individual item wise total scope of work indicated in the Bid documents.
- vi. OWNER reserves the right to split the quantities of the PO as required among the bidders.
- vii. OWNER also reserves the right to consolidate the quantities of PO where it is commercially prudent to place single order.

- 14.7 Foreign suppliers' bid shall be compared considering Bill collection selling market rate of foreign exchange declared by the State Bank of India one day prior to opening of Price Bids.



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15.0 Technical and Commercial Loading



i) Basis of Loading

The Foreign Bids shall be loaded on FOB Port of Exit prices and the Indian Bids shall be loaded on FOT Dispatch Point prices.

ii) Differential Payment Terms

Any differential payment terms offered by a supplier as against the terms specified in the RFQ/ GPC shall be loaded @ 15.75% simple interest per annum for the applicable period. In case a supplier asks for release of final payment (due after receipt and acceptance of materials) along with dispatch documents, loading for one month will be considered.

iii) In case of foreign suppliers, no advance payment shall be allowed

iv) In case supplier insists for liquidated damages or indicates penalty clause in place of Price Reduction Clause, the supplier shall be loaded by 10%.

v) Performance Bank Guarantee (PBG) / Contract Performance Bank Guarantee (CPBG):

Performance Bank Guarantee by Indian vendors and Contract Performance Bank Guarantee (for 10% of order value) by foreign vendors shall be furnished. However, for order value upto Rs. 1.00 lakh, PBG/CPBG will not be applicable. In case a supplier offers to give a PBG/CPBG for less than 10% of order value, or for a lesser period than what is provided in GPC / SPC, loading shall be done for the differential amount and/ or the differential period.

For differential period/ amount loading, the following example will amplify the methodology (if GPC / SPC specifies 10% PBG/CPBG for 18 months) :

For differential period :

10% for 18 months	-	No loading
10% for 12 months	-	$10\% \times 6/18 = 3.3\%$
10% for 6 months	-	$10\% \times 12/18 = 6.7\%$
No PBG	-	10 %

In case of Differential Amount

Amount Offered by Bidder	Loading
a) 10%	Nil
b) Less than 10%	Differential between the offered percentage and 10%

vi) Arbitration Clause: Any deviation to the arbitration clause will lead to loading of quoted prices by 10%



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vii) PRICE REDUCTION CLAUSE FOR DELAY IN DELIVERY

- a) In case a Supplier does not accept the price reduction clause or takes exception to the percentage rate, loading shall be done to the extent of maximum of 10% of the order value or the differential percentage not agreed by the supplier.
- b) In case supplier takes an exception that price reduction in case of delayed delivery should be restricted to 10% of delayed portion only and not on total order value, then price loading @ 5% shall be done.
- c) In case supplier insists for liquidated damages or indicates penalty clause in place of Price Reduction Clause, the supplier shall be loaded by 10%.

viii) Price variation :

In case Supplier quotes variable price and indicates the price variation formula and a ceiling, then prices will be loaded with the ceiling so indicated by the supplier. Bids with Price Variation Clause (PVC) but without price variation formula and/or without any ceiling shall be rejected and such price bids shall not be opened.

In case, price variation clause is incorporated within the enquiry, in such cases, Suppliers quoting firm prices shall be considered at par with other suppliers and shall not be given any advantage in price evaluation.

ix) Freight charges:

Indian Suppliers shall quote firm freight charges up to destination by road transport. If a vendor does not quote freight charges, his offer shall be loaded with maximum freight charges as quoted by the other bidders or prorated (with respect to approx. distance) on maximum freight charges as quoted by the other bidders whichever is more.

Foreign vendors shall quote firm sea freight charges from international port of exit to port of destination (Mumbai Port) separately. In case vendor/bidder does not quote for sea freight charges then following loading will apply

Europe / Japan / Asia : 6% of FOB price
Australia / American Continent : 9% of FOB price

- x) Any differential in taxes and duties will be cost loaded on case to case basis. However, if a supplier states that taxes/duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes/duties applicable as on the date of price evaluation.



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xi) Delivery:

Delivery longer than required in enquiry shall be loaded @1% per week upto a maximum of ten weeks. In case a supplier quotes delivery longer than ten weeks from required, the bid may be rejected. One month shall be construed as equal to four weeks for the purpose of such evaluation

xii) Cost loading in respect of utilities etc. if applicable shall be considered as per respective technical specification stipulation.

xiii) Foreign Exchange Rate Variation/Custom Duty Variation For Indian Bidders (On Built-In Import Content):

Prices shall remain firm and fixed without any escalation except for statutory variation in customs duty rate. However, the prices shall be firm and fixed on account of FE variation.

The statutory variation in customs duty shall be subject to the following guidelines and the supplier shall be asked to confirm the following in their bid:

- (a) Maximum CIF value of import content shall be furnished in the bid.
- (b) The material to be imported covering the above CIF value to be indicated in the bid.
- (c) Any increase in price due to increase in customs duty rate beyond two-third of the quoted delivery period will be to supplier's account. However, any decrease in price due to decrease in customs duty rate at the time of actual clearance of imported materials shall be passed on to BPCL.
- (d) Variation in price due to customs duty rate will be dealt with separately after receipt of materials at site against documentary evidence.



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General Purchase Conditions (GPC)

Project No.: 66-6457-700

**IMPORT OF PROPANE / LPG AT JNPT JETTY AND DEVELOPMENT OF
REFRIGERATED STORAGE & HANDLING FACILITY AT URAN LPG PLANT**

Client: Bharat Petroleum Corporation Limited

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1.0 DEFINITIONS

Unless repugnant to the subject or context thereof, the following expressions herein used shall carry the meaning hereunder respectively assigned to each, namely:

(a) **“Bulk Consumables”** mean items specifically defined in the Contract Documents to constitute bulk consumables.

(b) **“Contract”** shall mean the contract as derived from:

- i) The Tender Documents / Request For Quotation;
- ii) Agreed Variations to the Tender Documents / Request For Quotation;
- iii) Vendor’s Priced bid; and
- iv) The Purchase Order / Work Order / Contract.

(c) **“Contract Document(s)”** shall mean individually and collectively the documents constituting the contract.

(d) **“Defect Liability Period”** in respect of:

- (i) Bulk Consumables shall be the date of delivery plus 6 (six) months
- (ii) In the case of other Material(s) shall be 18 (eighteen) months from the date of delivery or 12 (twelve) months after the same have been put in service or commissioned, whichever is earlier;
- (iii) In the case of altered or replaced Material(s):
 - (a) With respect to Bulk Consumables, shall be 6 (six) months from the date of alteration, repair or replacement as the case may be; and
 - (b) With respect to other Material(s), shall be 12 (twelve) months from the date of alteration, repair or replacement as the case may be.

(e) **“Delivery”**

- (i) with respect to Imported Material(s) means the date of completing shipment of the Material(s) on board the designated vessel or aircraft at the designated port or place of shipment, securely packed and loaded below deck and unless otherwise determined, shall be deemed to be the date of the relative Bill of Lading or Airway Bill; and



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- (ii) with respect to Indigenous Material(s) means the date of completing shipment of Material(s) F.O.R./F.O.T. securely packed and loaded and unless otherwise determined, shall be deemed to be the date of the relative Truck/lorry Receipt or Railway Receipt.
- (f) **“Earnest Money Deposit”** means the Demand Draft or Banker’s Pay Order or the bank guarantee furnished by the Vendor in lieu of cash in support of his/its bid as required by the Bid Documents.
- (g) **“Equipment”** means plant, machinery, equipment, instruments, computer, control and other electronic and electrical systems, and shall include parts, components, assemblies and sub-assemblies thereof.
- (h) **“Free Issue Material(s)”** means any equipment, parts or components or spares to be supplied by BPCL to the vendor, which are to be incorporated in any supply of Indigenous Material(s).
- (i) **“BPCL”** Bharat Petroleum Corporation Limited having its Registered office at 4&6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 and includes its successors, assigns and all persons through whom it acts in any matter for the purpose of the Tender or the Contract.
- (j) PMC shall mean M/s. UHDE INDIA PVT LTD (UIPL) having its registered office at Uhde House, L.B.S Marg, Vikhroli (W), Mumbai 400 083, & also office at Dugal plaza, 2nd Floor, 692 A/3C, Prem Nagar, Bibwewadi Off.Pune-Satara Road, Pune 411 037 India and engaged by BPCL as Consultant for their Project.
- (k) **“Imported Material(s)”** mean(s) the materials to be fabricated, manufactured or procured by the Vendor outside India for shipment to India under the Contract.
- (l) **“Indigenous Material(s)”** mean(s) materials to be fabricated, manufactured or procured by the Vendor within India for supply under the Contract.
- (m) **“Inspectors”** means Inspectors nominated, appointed, approved or deputed by BPCL/UIPL for inspection of the Material(s) prior to Delivery.
- (n) **“Material(s)”** means any and all raw materials, manufactured articles, equipment, spares and other goods and supplies whatsoever and includes wherever applicable drawings, data, specifications and intellectual property rights and all services (including but not limited to design, fabrication, inspection, delivery and testing) required to be supplied, done, performed, prepared or undertaken to meet the requirements of the Contract.
- (o) **“Procurement Coordinator”** means the representative or agency appointed by BPCL/UIPL for managing, expediting and/or coordinating the supply of Material(s).



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- (p) **“Project”** means LPG Unloading facility at JNPT, laying of Pipe line from JNPT to Uran LPG Plant & construction of storage and handling facilities at Uran LPG Plant.
- (q) **“Project Site”** means the site of the Refinery unit or site of the Project for which the Material(s) is/are required.
- (r) "NIT" means Notice Inviting Tender/ "NIB" means Notice Inviting Bid/ “IFP” means Invitation for pre-qualification.
- (s) "LIT" means Letter Inviting Tender/ "LIB" means Letter Inviting Bid.
- (t) "EMD" means Earnest Money Deposit
- (u) "GCC" means General Conditions of Contract
- (v) “GPC” means General Purchase Conditions
- (w) “SPC” means Special Purchase Conditions
- (x) "ITB" means Instructions to Bidder
- (y) "SCC" means Special Conditions of Contract
- (z) “SOP” means Schedule of Price(s)/ “SOR” means Schedule of Rate(s).
- (aa) “BEC” means Bid Evaluation Criteria.
- (bb) “BQC” means Bidders’ Qualification Criteria.
- (cc) “Bidder/Tenderer” means any person, company, firm or body who are issued the Bidding Document by BPCL/UIPL and submits the bid.
- (dd) “Bidding Document/Tender Document” means document to be issued to Bidder based on which Bid is to be submitted.
- (ee) “Bid/Offer” means the documents/proposal submitted by Bidder.
- (ff) "CD" means Compact Disc.
- (gg) Suppliers /Vendor – shall mean the person, firm or corporation to whom Purchase Order is placed and includes its successors and assigns.
- (hh) Goods / Materials - Goods and / or materials shall mean any of the articles / materials / machinery / equipment / supplies / drawings / data & other property and all services including but not limiting to design, delivery, installation, instructions, testing and commissioning specified or required to complete the order.



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- (ii) **“Purchase Order”** means BPCL’s acceptance of the Vendors’ offer/bid and includes any formal or detailed Purchase Order issued by BPCL pursuant to the acceptance of the bid.
- (jj) **“Stipulated Delivery Period”** means the date(s) for delivery of the Material(s) as stipulated in the Contract and failing such stipulation, shall mean the date(s) for such delivery(ies) as agreed between the Vendor and BPCL.
- (kk) **“Tender Documents”** with reference to the Purchase Order mean:
- (i) Material Requisition/Request for Quote;
 - (ii) General Terms and Conditions of Purchase;
 - (iii) Technical Specifications;
 - (iv) Special Conditions of Purchase (if any);
 - (v) Addendum(s) (if any) to the Tender Documents.
- (II) **“Total Contract Value”** means total value of the Material(s) and services to be supplied as specified in the Purchase Order / Contract, exclusive of reimbursable taxes and duties.
- (mm) **“Contractor”** means any person, company, firm or body who may be engaged by BPCL for works and services connected with construction, installation, erection and commissioning of the facilities for the Project with or without supply of equipment/material.

2.0 INTERPRETATION OF CONTRACT DOCUMENTS

- 2.1 The several Contract Documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.
- 2.2 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or in any of them, the Vendor shall prior to commencing the relative supply or work for supply under the Contract apply in writing to BPCL for resolution of the doubt or ambiguity. Should the Vendor fail to apply to BPCL within 7 days from the date of receipt of the Order for its clarification as aforesaid, the Vendor shall perform the relative work and/or make the relative supply at his own risk.
- 2.3 Any item of supply or service relative thereto shown, indicated or included by expression or implication in any document forming part of the Contract shall be deemed to form part of the Scope of Supply with the intent that the indication or inclusion of the supply or service within any of the said documents shall be a sufficient indication of the Scope of Supply or service covered by the Contract.
- 2.4 No verbal agreement or assurance, representation or understanding given by any employee or officer of BPCL/UIPL or so understood by the Vendor shall anyway bind BPCL or alter the Contract Documents unless specifically given in writing and signed by or on behalf of BPCL as an Agreed Variation to the relative term(s) in the Contract Document(s).



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- 2.5 Clause headings given in this or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of the various clauses, but shall not govern the meaning or import of the clauses there under appearing or confine or otherwise affect the interpretation thereof.

3.0 IRRECONCILABLE CONFLICTS

Subject to the provisions of Clause 2 hereof, in the event of an irreconcilable conflict between the provision of these General Terms and Conditions of Purchase and/or the Special Conditions of Purchase and/or Addendum (s) and/or the Agreed Variations to the Tender Documents and/or the Purchase Order and/or between any of the other said documents so that the conflicting provision(s) cannot co-exist, to the extent of such irreconcilable conflict, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely:

- (i) Agreed Variations to the Tender Documents;
- (ii) Purchase Order;
- (iii) Addendum(s) / Addenda (s) to the Tender Document;
- (iv) Special Conditions of Purchase;
- (v) General Terms and Conditions of Purchase;
- (vi) Other Contract Documents.

4.0 CONFIRMATION OF ORDER

- 4.1 Without prejudice to the formation of contract by acceptance of bid, the Vendor shall acknowledge the acceptance of the Purchase Order by signing and returning the duplicate/photocopy within 7 (seven) days following receipt of the Purchase Order and such acknowledgement shall constitute conclusive evidence of a concluded contract without exception, on the terms and conditions set out in the Bid Documents.
- 4.2 Should the Vendor fail to acknowledge acceptance of the Purchase Order within the period specified above, BPCL may, without prejudice to any other right or remedy available to it, forfeit the Earnest Money Deposit.

5.0 PRICE

- 5.1 Unless otherwise specifically stipulated, the price shall be firm and shall not be subject to escalation for any reason.
- 5.2 **Oils & Lubricants:** The first fill of oils and lubricants for every equipments shall be included in the price. Bidders shall also recommend for quality and quantity of oils and lubricants required for one year continuous operation.



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- 5.3 **Spare Parts:** Bidders must furnish itemized price list of spare parts required for
- Vendor recommended mandatory spares
 - Commissioning spares, tools & tackles
 - Two years spars for trouble free operation and maintenance
 - Vendor recommended Insurance spares
- 5.4 The bidders shall furnish the present rate of excise / customs duty CVD, education cess and VAT / CST as applicable and is payable on production of documentary evidence. VAT credit shall be considered while evaluating (where ever applicable).
- 5.5 The bidders should mention clearly in his bids whether he has opted for composition scheme or standard deduction method or Actual non-materials value method. Rate and amount of such VAT (WCT) being quoted, has to be given for evaluation. Preferred method to be followed is composition scheme.
- 5.6 BPCL may claim Cenvat on service tax. The bidders should quote service tax separately (In rates as well as in values). Bidders are required to furnish serially numbered and signed invoices/bill / challan containing the following details:
- Name, address and registration number of service provider.
 - Name and address of person receiving taxable service.
 - Description, classification and value of taxable service provided.
 - Service Tax Payable.
- 5.7 Service tax & Education cess thereon shall be payable extra as actual against copy of Service tax invoice. Bidders shall furnish the present rates of service tax and education cess as applicable.
- 5.8 Any Statutory variation in excise duty / VAT on finished goods, within the contractual delivery date, shall be on owner's account, against submission of documentary evidence. However, in case of delay in delivery beyond the contractual date, for reasons attributable to seller, any increase in these rates shall be borne by seller, whereas any decrease shall be passed on to the owner.
- 5.9 Further, in case of delay in delivery, due to reasons attributable to seller, any new or additional taxes, duties or levies imposed after the contractual delivery date shall be on seller's account.
- 5.10 For the purpose of applicability of statutory variations on trade tax/sales tax, excise duty and education cess (including imposition of any new taxes/duties/levies, etc.) under above terms, each staggered delivery lot (due in a specific month as per delivery schedule) shall be considered delivery date for the respective lot(s).



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- 5.11 Foreign suppliers' bid shall be compared considering Bill selling foreign exchange rate as on the date of priced bid opening, as provided by BPCL, on request of UIPL.
- 5.12 Suppliers' prices shall be inclusive of third party inspection charges. Third Party Inspection agency shall be nominated by UIPL/ BPCL.
- 5.13 Excise duty, sales tax, service tax, VAT and Works Contract Tax shall not be included in the quoted prices and shall be payable extra at actual. Work contract tax shall be included in the quoted prices and no variation shall be payable by BPCL. Further, the amount of excise duty, service tax and VAT shall be payable only against submission of cenvatable/ vatable invoices and in case of non-submission, will not be paid.
- 5.14 If it is stipulated that octroi, terminal taxes and entry taxes are to be borne by BPCL, the Vendor shall arrange for the transporter to pay the octroi, terminal taxes and/or entry taxes, if any leviable and claim reimbursement thereof from BPCL against proof of payment.
- 5.15 If it is stipulated that dispatch shall be on "freight to pay basis", the Vendor shall advise the transporter to collect the freight from BPCL after the full quantity of the Material(s) has/have been delivered in good condition to the Project Site.
- 5.16 Unless otherwise stipulated, the price of Imported Material(s) shall be the FOB /FCA price of Material(s) and shall be inclusive of sea/air worthy water-proof packing and forwarding charges and loading of Material(s) below deck of vessel and all taxes upto delivery of Material(s) at stipulated Indian Port, shipped through Indian flag vessels, but shall be exclusive of marine/air insurance and ocean/air freight. Except for stipulations to the contrary in the Contract, the provisions of FOB (INCOTERMS-2000) shall apply to ocean shipments and the provisions of FCA (INCOTERMS-2000) shall apply to air shipments.

6.0 FREIGHT, TAXES AND DUTIES

- 6.1 Subject to the provisions of Clause above, Excise duty and Sales tax/VAT payable on the sale and delivery of Material(s) pursuant to the Contract will be paid in the case of Sales tax and reimbursed in the case of VAT and Excise duty at actual within the contractual delivery date. 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
- 6.2 Taxes and duties payable or reimbursable by BPCL to the Vendor on the supply of Indigenous Material(s) shall be included in and shown



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separately in the Vendor's invoice for the Material(s). However, the Vendor shall not be entitled to claim payment from the bankers or BPCL of CENVATABLE or VATABLE taxes or duties on which BPCL would be entitled to other credits (presently Excise Duty, Value Added Tax (VAT) and Service Tax) without furnishing BPCL the documents required for BPCL to avail of the full CENVAT / VAT or other tax benefits available to BPCL against the payment of the tax. The Vendor shall prior to despatch of the Material(s) obtain from BPCL a list of the documents required by BPCL to enable it to avail of the relative benefits. Payment or reimbursement of the CENVATABLE / VATABLE / other taxes and duties on which credit is available to BPCL shall be made upon the Vendor furnishing the relevant documents.

- 6.3 Freight and/or octroi and entry and/or terminal taxes, if any, payable or reimbursable by BPCL shall be invoiced separately and shall be paid/reimbursed by BPCL after receipt of the Material(s) at the Project Site and satisfactory proof of payment of the relative octroi, entry and/or terminal taxes, as the case may be.
- 6.4 The statutory variation in customs duty shall be subject to the following guidelines and the supplier shall confirm the following in their bid:
- (b) Maximum CIF value of import content shall be furnished in the bid.
 - (c) The material to be imported covering the above CIF value to be indicated in the bid.
 - (d) Any increase in price due to increase in customs duty rate beyond two-third of the quoted delivery period will be to supplier's account. However, any decrease in price due to decrease in customs duty rate at the time of actual clearance of imported materials shall be passed on to BPCL.
 - (e) Variation in price due to customs duty rate will be dealt with separately after receipt of materials at site against documentary evidence.
- 6.5 Freight, taxes and duties are not intended to operate as a profit centre but are intended only to meet the relevant costs incurred on this account. If any reimbursement or collection of the taxes or duties by the Vendor from BPCL is in excess of the freight, taxes and/or duties actually paid by the Vendor, the Vendor shall forthwith refund such excess to BPCL together with interest thereon at 1% (one percent) per annum above the Prime Lending Rate of the State Bank of India from the date of collection until the date of refund.



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7.0 EARNEST MONEY

- 7.1 A bid is liable to be rejected unless it is supported by earnest money of a value as provided in the Purchase Requisition/ Request for Quote/ Special Conditions of Purchase.
- 7.2 Earnest Money by the tenderers shall be accepted either in the form of Crossed Demand Draft or Bank Guarantees from any Indian scheduled bank which includes Indian branch of foreign bank recognized as scheduled bank by RBI of DD or BG in favour of BPCL) . Foreign Bidders may also submit bank guarantee from an international bank of repute having a branch in India or having correspondent banking relationship with an Indian scheduled bank, in which case the Bank Guarantee shall be countersigned by their Indian Branch or by any Scheduled Indian Bank. The bid security shall be in US Dollars for foreign bidders and in Indian Rupees for domestic bidders. The Bank Guarantees shall be valid for a period of 9(nine) months from the date of submission of bid including 3 months claim period.
- 7.3 If the Earnest Money is in the form of a Bank Guarantee, the validity of the Bank Guarantee shall be extended by the Vendor at the Vendor's cost and initiative for a period of 3 (three) months beyond the date of the acceptance of bid by BPCL, failing which the Bank Guarantee may be encashed by BPCL and the proceeds held as security for the performance of Vendor's obligation and the due discharge of Vendor's liability under the resultant Contract until the Vendor acknowledges the acceptance of the Purchase Order and furnishes the Performance Guarantee. Should the Vendor fail to accept the Purchase Order and/or furnish the Performance Guarantee within the time specified in this behalf, or specifically permitted by BPCL for the purpose, BPCL may encash the Bank Guarantee furnished by the Vendor by way of Earnest Money Deposit and/or forfeit such proceeds or other encashable Earnest Money Deposit held by it in cash without prejudice to any other right or remedy available to it.
- 7.4 The Earnest Money paid by the unsuccessful bidder(s) shall be refunded/returned within 15 days of the finalization of the Tender by BPCL.
- 7.5 Earnest Money furnished by a tenderer may also be forfeited in the following circumstances:
- (a) If the tenderer alters or modifies or withdraws their bid prior to opening of the price bid and within the specified validity period of the Tender; or
 - (b) If the tenderer withdraws their bid after the Tender is opened.
- 7.6 EMD for limited tender is not required in case of



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- a) Small Scale Units registered with the National Small Industries Corporation. The exemption shall, however, be only to the items for which the small-scale industries hold the registration with National Small Industries Corporation. The certificate issued by the National Small Industries Corporation should be valid on the date of opening of the tender.
- b) Govt. organization & Public Sector Undertaking of the Central/ State Government
- c) BPCL's registered vendors

7.7 EMD for public/press tender is not required in case of

Small Scale Units registered with the National Small Industries Corporation. The exemption shall, however, be only to the items for which the small-scale industries hold the registration with National Small Industries Corporation. The certificate issued by the National Small Industries Corporation should be valid on the date of opening of the tender.

8.0 VENDORS' DRAWINGS AND DATA REQUIREMENT

The Vendor shall submit drawings, data and documentation in accordance with (but not limited to) what is specified in the Purchase Requisition/Tender documents and/or Vendor's drawing and data form attached to the Purchase Order, within 15 (fifteen) days of the Purchase Order. The types, quantities and time limits for submitting these must be respected by the Vendor and the Material(s) shall be deemed not to have been delivered for all purposes (including payment) until completion of the said submissions to the satisfaction of BPCL.

9.0 FREE ISSUE MATERIALS (for incorporation in the Indigenous supply)

If the Purchase Order involves the incorporation of any Free Issue Material(s):

- (f) The Vendor shall prior to taking delivery of the Free Issue Material(s) arrange for a Bank Guarantee for the full value of the Free Issue Material as per BPCL format valid from the date of the receipt of the Free Issue Material(s) until delivery of the Material(s) in which the Free Issue Material(s) has/have been incorporated.
- (g) The Vendor shall inspect the Free Issue Material(s) at the time of taking delivery thereof and satisfy itself of the quality, quantity and condition of the Free Issue Material(s). BPCL shall not be liable for any claims or complaints whatsoever in respect of the quality, quantity or condition of the Free Issue Material(s) once the Vendor has taken delivery thereof.



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- (h) All Free Issue Material(s) shall be taken delivery of, transported, held, stored and utilized by the Vendor as trustee of BPCL, and delivery of the Free Issue Material to the Vendor shall constitute an entrustment thereof by BPCL to the Vendor with the intent that any transportation, utilization, application or disposal thereof by the Vendor otherwise than for incorporation in the Indigenous Material(s) shall constitute a breach by the Vendor.
- (i) The Vendor shall transport the Free Issue Material(s) only by such transportation as is suitable and shall hold and store the Free Issue Material(s) only at such place and/or premises that are air and water tight and otherwise suitable for the storage of the Free Issue Material(s) so as to prevent damage or deterioration or theft or other loss, and shall arrange such watch and ward as shall be necessary to ensure the safety thereof.
- (j) Notwithstanding the Bank Guarantee mentioned in sub-paragraph (a) above, the Vendor shall replace any Free Issue Material(s) which is/are lost, damaged, misused, stolen or deteriorated with other Material(s) of equivalent quantity and quality and condition, and the same shall be deemed to constitute Free Issue Material(s) and the provisions of sub-paragraphs (a) to (f) hereof shall apply thereto in the same manner as to the originally supplied Free Issue Material(s).
- (k) Unused Material(s) from the Free Issue Material(s) shall be returned by the Vendor to BPCL and if BPCL so directs, the Vendor shall dispose of the same by sale or otherwise on such terms and conditions as BPCL may stipulate or approve and the Vendor shall pay to BPCL the sale proceeds of the Material(s) so disposed of by sale.

10.0 THE BILL OF MATERIAL(S)

- 10.1 Where the price of Material(s) is a lump sum price and pro-rata payment is envisaged in the Purchase Order, the Vendor shall within 7 (seven) days of the issue of the Purchase Order furnish to BPCL for approval, a priced and detailed Bill of Material(s)/ Billing Schedule as required covering all Material(s), which shall conform to the price break-up and Total Contract Value given in the Purchase Order. The Bill of Material(s) shall operate as the Billing Schedule for payment of the price of the Material(s). In preparing the Bill of Material(s), the Vendor shall ensure that all contracted Material(s) are included in the Bill of Material(s) so as to ensure that BPCL is not required, due to any oversight or omission, to pay any taxes and duties on a value in excess of the total Value indicated in the Contract.
- 10.2 The Material Safety Data Sheets in the case of catalysts and chemicals and other items where ever applicable shall also be submitted within 7 (seven) days after receipt of the Purchase Order.



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11.0 MODIFICATION

- 11.1 BPCL shall have the right to request changes or modifications in the technical documents and/or specifications comprised in the Contract, subject to the Vendor's approval thereto. BPCL shall bear any additional cost and shall be entitled to the benefit of any reduced cost resultant upon any such change or modification.
- 11.2 As soon as possible after receipt of a written request from BPCL for change(s), the Vendor shall furnish in writing to BPCL an estimate of the additional cost or benefit for the change(s) and/or modification(s) requested and its effect on the delivery date. On agreement with respect to the enhanced/reduced cost and modified delivery time, which shall be finalized within 10 (ten) days of the request for the modification, BPCL shall issue an amendment to the Purchase Order, and the Vendor shall promptly proceed with the change(s)/modification(s) contemplated by the amended Purchase Order / Contract.

12.0 SUB-CONTRACTS

- 12.1 The Vendor shall not assign the Sub-Contract in whole or part without obtaining the prior written consent of BPCL.
- 12.2 The Vendor shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to BPCL together with the assignee, for and in respect of the due performance of the Contract and the Vendor's obligations there under.

13.0 EXPEDITING

- 13.1 BPCL/UIPL may appoint a Procurement Coordinator to manage, expedite and coordinate the manufacture, shipment and/or despatch of Material(s) covered by the Contract.
- 13.2 The Vendor shall furnish to the Procurement Coordinator within 7 (seven) days of receiving the Purchase Order, the required number of copies of documents including but not limited to Schedule of manufacture/PERT chart, unpriced copies of sub-orders, phased programme of item-wise manufacturing, testing and delivery and any other information and/or documents as may be called for by the Procurement Coordinator.
- 13.3 The Procurement Coordinator shall have free access to the Vendor's shop and sub-suppliers' shop during normal working hours and shall be provided all the necessary assistance and information to help him perform his job.



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14.0 RESPECT FOR DELIVERY DATES AND PRICE DISCOUNT / DELAYED DELIVERIES

- 14.1 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).
- 14.2 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/UIPL 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.
- 14.3 In the event of delay beyond the contractual progressive delivery date for reasons not attributable to BPCL and not constituting conditions of force majeure, it will be at BPCL's discretion, without prejudice to his other rights under the contract, to accept delayed delivery, but at the prices reduced at the rate of 1% (one percent) of the order value of delayed goods / supplies per week of delay or part thereof, subject to a maximum of 10% (ten percent) of the total order value.

The above price reduction schedule for delay in delivery shall be applicable for delay in delivery for all indigenous/imported items required for the project.

Further, in case of delay in delivery, the vendor shall calculate the applicable price reduction for delayed delivery and raise their invoices net of the same.

- 14.4 Without prejudice to its rights under Clause above hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, BPCL may at any time after the expiry of the stipulated date(s) of Delivery in respect of any Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.



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15.0 DELAYS DUE TO FORCE MAJEURE

In the event of causes of Force Majeure occurring within the contractual delivery period and if they impede the performance of contract, the delivery dates shall be extended on receipt of application from the Vendor / Owner without imposition of penalty. Only those causes which depend on natural calamities, civil wars, fire and national strikes which have a duration of more than seven consecutive calendar days are considered the causes of force Majeure. The decision of Owner shall be final and binding on Vendor.

The Vendor must advise the Owner by a registered letter duly certified by Local Chamber of Commerce or statutory authorities and Owner must advise the Vendor by a letter, the beginning and the end of the delay immediately, but in no case later than within 10 days of the beginning and end of such causes of Force Majeure condition as defined above. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for period exceeding 60 days either party may at its option terminate the contract.”

16.0 WARRANTY OF TITLE

- 16.1 The Vendor warrants that the Material(s) sold and supplied by it to BPCL pursuant to the Contract shall be free from any and all defects in title including but not limited to any charge, third party claim, mortgage, hypothecation, foreclosure, lien, restriction, injunction, attachment or encumbrance whatsoever and shall hold and keep BPCL indemnified from and against any and all contrary claims, demands, actions and proceedings and all costs (including legal costs), charges, expenses and losses suffered or incurred by BPCL as a consequence thereof and/or to defend any such claim, demand, action or proceeding.
- 16.2 The Vendor shall be understood to have represented to BPCL that the use by BPCL of the Material(s) supplied by the Vendor will not infringe any third party patent rights or pending patent applications or other intellectual property rights. Accordingly, the Vendor will hold harmless and indemnify BPCL & UIPL against all costs (including legal costs), charges and expenses incurred or any damages or other sums that may be assessed or become payable under any decree or judgment of any court or under any settlement resulting from any suit, claim or action for infringement of third party patents or other third party intellectual property.



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17.0 INSPECTION AND TESTING

- 17.1 Third Party Inspection Agency where ever applicable shall be nominated by BPCL. In general the following TPIA's are in the approved list viz. Lloyds, DNV, BV. However the bidder has option to specify in his bid the choice of the TPIA.
- 17.2 In addition to any tests to be conducted by the Vendor under the Contract or any applicable codes or standards, the Material(s) shall be subject to inspection and/or testing by Inspector(s) (including Third Party Inspector(s)) at any time prior to shipment and/or despatch and to final inspection within a reasonable time after arrival at the Project Site. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.
- 17.3 In addition to testing and inspection by Inspectors, BPCL may nominate an institutional agency like Boiler-Inspectorate for official testing of coded equipment. The Vendor shall ensure that all procedures for preparation and performance of tests prescribed by such institution shall be scrupulously complied and observed.
- 17.4 Unless otherwise specified in the Contract, the inspection shall be carried out as per the relevant standards/scope of inspection provided along with the Tender Enquiry/Purchase Order. All charges for Third Party Inspectors shall be borne by the Vendor and BPCL shall reimburse these charges at actual against documentary proof of payment (limited to the amount indicated in the Contract towards third party inspection,) unless such inspection has become infructuous for any cause.
- 17.5 All manufacturers' mill test certificates and analytical reports from material laboratories in respect of raw materials employed and components incorporated shall have to be presented by the Vendor.
- 17.6 Before shipping or despatch, the Material(s) will have to be checked and stamped by the Inspector(s) who may forbid the use and dispatch of any equipment and/or Material(s) which during tests and inspection fail(s) to comply with the specifications, codes and testing or other contractual requirements applicable thereto, and the Vendor shall not tender such rejected Material(s) for supply to BPCL nor shall incorporate the same in any Material(s) to be tendered for supply to BPCL.
- 17.7 The Vendor will inform BPCL at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal



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working hours at Vendor's or his/its sub-Suppliers' works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).

- 17.8 All tests will be performed at the Vendors' expense and if required by the Inspector(s), shall be conducted in accordance with the Inspector's instructions. The Vendor shall also bear the expense for the preparation and rendering of tests required by the Boiler Inspectorate or other statutory testing or certifying agencies/institutions.
- 17.9 Unless otherwise specified, all charges for the Inspection shall be borne by the Vendor.
- 17.10 BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's / UIPL's representative(s) to witness the tests/inspections, the Vendor shall notify BPCL/UIPL at least 15 (fifteen) days in advance, of the schedule of all inspection hold points prior to the initiation of equipment fabrication. BPCL shall be notified eight (8) calendar days in advance of any changes in the schedule of inspection. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 17.11 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.
- 17.12 The Vendor's responsibility shall also not be anyway reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined or 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).
- 17.13 Unless otherwise specifically permitted by the Contract, no Material(s) shall be dispatched for delivery or delivered under the Contract without being stamped or otherwise approved for delivery by the Inspector(s).
- 17.14 Notwithstanding approval by the Inspector(s), if on testing and/or inspection after receipt of the Material(s) at Project Site, any Material(s) is/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.



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18.0 ACCEPTANCE OF MATERIALS & GUARANTEES

- 18.1 The Vendor acknowledges that notwithstanding the provision or approval of any drawings, designs, specifications, source of supply or other data relative thereto by BPCL and/or the testing of Material(s) in accordance with the requirements of the Contract or any applicable code or specification and/or any inspection of the input or Material(s) by the Inspector(s) or issue of an Inspection Certificate relative thereto and/or any other act, matter or thing done or required by BPCL to satisfy itself of the quality, quantity, sufficiency or efficiency of the Material(s) prior to delivery thereof and/or the transfer of title and/or risks in relation to the Material(s), shall not be deemed or understood to constitute acceptance of the Material(s) by BPCL nor shall BPCL be understood to have accepted any Material(s) other than plant, machinery, equipment and parts and components unless such Material(s) have been received at the Project Site of BPCL and found to be acceptable as evidenced by a Certificate of Acceptance issued by BPCL/UIPL, and in case of plant, machinery, equipment and parts and components, unless they have been incorporated into the relative Project Unit and the said Unit has been tested and the relative plant, machine, equipment, part or component has successfully functioned without patent defect.
- 18.2 To this end, the Vendor guarantees that:
- (i) All materials used in the execution of the Contract and all Material(s) used in performance thereof shall be in strict compliance and conformity to the characteristics, requirements and specifications of the Contract and suitable for the purpose for which such Material(s) are intended to be used if such purpose has been disclosed or is/are suitable for use to which such Material(s) are ordinarily put to use, if such purpose has not been disclosed.
 - (ii) In the case of machinery, plant or equipment with rated capacities, outputs or other characteristics, that the machinery, plant or equipment as the case may be, shall function to such capacities and/or outputs and shall meet the other characteristics required in respect thereof.
- 18.3 The Vendor further undertakes to replace any Material(s) if found not to conform to the guarantees aforesaid at any time during the defect liability period applicable thereto. BPCL shall give written notice of the defect to the Vendor and of the rejection of the defective Material(s).
- 18.4 If the defect can be rectified or repaired without diminishing the quality, utility, efficiency or life of the Material(s) (of which BPCL / UIPL shall be the sole judge), instead of outright rejection of the Material(s) BPCL may at its discretion permit the Vendor to rectify the defect(s) within a period



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to be specified by BPCL in this behalf in the notice. Should the Vendor fail to take action satisfactory to BPCL to rectify the defect(s) within the period specified, BPCL may at its option, at the risk and cost of the Vendor in all respects, rectify or repair or cause to be rectified or repaired the defect(s) either by itself or through any other source or agency, or to reject the defective Material(s).

- 18.5 Should BPCL, notwithstanding the endeavour to do so, be unable to rectify or repair or get rectified or repaired the defect(s) within a reasonable time, BPCL may, notwithstanding such endeavour reject the defective Material(s).
- 18.6 The Vendor shall repair, rectify and/or replace, as the case may be, the defective and rejected Material(s) without entitlement to any extra payment. DDP (INCOTERMS 2000) shall apply for such replacement parts or components or Material(s) at Project Site with respect to imported parts or components or materials.
- 18.7 The Vendor shall at its own risk and cost remove any rejected Material(s) from the Project Site, and in case of plant, machinery, equipment, parts or components which have been installed, cause the same to be dismantled and removed from the Project Site subject to the Vendor in all cases prior to the removal of the rejected Material(s) from the Project site:
 - (i) furnishing a bank guarantee to BPCL from a Scheduled bank in India (including an Indian branch of a foreign bank acceptable to BPCL) and in a BPCL format for the value paid by BPCL on the Material(s) rejected; and
 - (ii) undertaking to replace the rejected Material(s) with other Material(s) conforming to the Vendor's guarantees aforesaid applicable thereto.
- 18.8 The Vendor shall not without the prior written consent of BPCL utilize any rejected Material(s) in the re-supply.
- 18.9 The Defect Liability Period with respect to any Material(s) replaced, repaired and/or rectified shall be reckoned from the date of such replacement, repair and/or rectification as the case may be.
- 18.10 Should the Vendor fail to dismantle and/or remove any rejected Material(s) from the Project Site within the time specified in the notice of rejection, BPCL may without prejudice to any other right or remedy, at the risk and cost of the Vendor cause the rejected Material(s) to be dismantled and sold by public auction or private treaty as it deems fit and hold or adjust the sale proceeds for the recovery of the cost of dismantling, sale and removal of the rejected Material(s) and any amount paid by BPCL towards the price of the rejected Material(s). In so doing, BPCL shall not act as a trustee or constructive trustee of the Vendor and shall be entitled to act solely on the basis of its best judgment without



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being accountable or liable to the Vendor in any manner except for the proceeds of the sale.

18.11 The time taken for the repair, rectification or replacement of Material(s) will not be added to the stipulated Delivery date for the purpose of calculating price discount, and delivery of such Material(s) shall be the date of Delivery of the repaired, rectified or replaced Material(s).

18.12 As security for the due performance of its obligations and the due discharge of its liabilities under the Contract, the Vendor shall within 15 (fifteen) days of the issue of the Purchase Order furnish to BPCL a Bank Guarantee issued by a Scheduled Bank in India acceptable to BPCL, in the BPCL format. The Bank guarantee shall remain in force for the entire period required for the performance of the contract and the defect liability period plus a 3 (three) months claim period thereafter. Any shortfall in the value of the Bank Guarantee, as a result of encashment by BPCL either in full or in part, shall be made good by the Vendor within 7 (seven) days of notice by BPCL to the Vendor in this behalf. Any failure by the Vendor to furnish the Bank Guarantee or to enhance the Value of the Bank guarantee as stated above shall constitute a default by the Vendor for which BPCL shall, without prejudice to any other right or remedy available to it, be entitled to terminate the Contract with consequences as indicated in clause 12.4, the provisions whereof shall mutatis mutandis apply.

19.0 WEIGHTS AND MEASUREMENTS

19.1 The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Contract Documents, in respect to the following data:

- a. Unit net weight
- b. Unit gross weight (including packing)
- c. Dimensions of packing

19.2 All weights and measurements recorded by the Procurement Co-ordinator or Inspector(s) on receipt of the Material(s) at the Project site will be treated as final.

20.0 PACKING & MARKING

20.1 All Material(s) shall be suitably packed in weatherproof seaworthy/airworthy packing for ocean/air transport under tropical conditions and/or for rail and road or other appropriate transport within India. The Vendor shall ensure that the packing is strong enough to ensure safety and preservation of the Material(s) upto the Project Site or other point of final destination.



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- 20.2 Material(s) shall be protected by a suitable coat of paint and all bright parts shall be protected from rust by application of rust preventives as may be necessary. All machinery surfaces shall be suitably protected.
- 20.3 For uniform Material(s) when packed in several cases/crates, progressive serial numbers shall be indicated on each end. In case of bundles, the shipping marks shall be embossed on metal tag and wired securely on each end.
- 20.4 A distinct colour splash in say red-black around each package/ crate/ bundle shall be given for identification.
- 20.5 All nozzle holes and openings as also all delicate surfaces shall be carefully protected against damage and bad weather. Flange faces of all nozzles shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint or as specified in the specification.
- 20.6 All threaded fittings shall be greased and provided with a plastic cap. All pipes and sheets shall be marked with strips bearing progressive numbers.
- 20.7 All small pieces shall be packed in cases. All fragile and exposed parts will be packed with care and packages will bear the words "HANDLE WITH CARE" in English and in the case of Indigenous Supply, in Hindi also.
- 20.8 The Vendor shall be held liable for all damages or breakages to the Material(s) due to defective or insufficient packing as well as for corrosion due to insufficient greasing/protection.
- 20.9 On three sides of the packages, the Vendor shall affix or cause to be affixed the following marks clearly visible in indelible paint

FROM:

VENDOR

TO:

BHARAT PETROLEUM CORPORATION LTD.
[Address] INDIA

PROJECT NO. 66-6457

PROJECT NAME: PROPANE / LPG HANDLING FACILITY

CONSULTANT: UHDE INDIA PVT. LTD.

PURCHASE ORDER NO.: [] Rev. No.: []

ITEM CODE : [] EQUIPMENT NOMENCLATURE: []

NET WEIGHT: []kg/lb

GROSS WEIGHT: []kg/lb

CASE NO.: [] OF []

TOTAL CASES []



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DIMENSIONS: []
IMPORT LICENCE NO.[]



NOTE: Marking shall be bold with a minimum letter height of 5 cm.

- 20.10 For every shipment, packages must be marked with serial progressive numbering. The numbering will be progressively continued for each subsequent shipment covering the Contract.
- 20.11 All packages will bear warning signs on the outside denoting the center of gravity and sling marks. Packages that require special handling and transport shall have their centers of gravity and points at which they may be gripped clearly indicated and marked "Attention Special Load Handle With Care" in English Language. Any other direction for handling shall also be clearly indicated on the package.
- 20.12 Top heavy containers will be marked either "TOP HEAVY" or "HEAVY ENDS".
- 20.13 When packing is clean and light colored, a dark black stencil paint shall be acceptable. However, where packing is soiled or dark, a coat of flat Zinc white paint shall be applied and allowed to dry before applying the specific marking(s).
- 20.14 Colour codification shall be used to identify different items e.g, IBR, NACE, Fire Safety Items etc.
- 20.15 In case of large equipments like vessels, heat exchangers etc., documents contained in a waterproof envelope shall be fastened inside a shell connection with an identifying arrow sign "DOCUMENTS" applied with indelible paint.

21.0 SHIPMENT AND SHIPMENT NOTICES

For Indigenous Material(s)

- 21.1 Unless otherwise advised by BPCL or the Procurement Co-ordinator in writing, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 21.2 The Vendor shall exercise due care to ensure that the consignment is booked under appropriate railway classification, failing which any additional freight incurred by BPCL due to the Vendor booking the Material(s) under a wrong railway classification shall be borne by the Vendor.
- 21.3 The Material(s) shall be consigned in the name of the consignee viz. BHARAT PETROLEUM CORPORATION LTD., [Site address]



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21.4 The Material(s) shall be transported only through bank approved transporters by the most economical and expeditious mode of transport to the destination as applicable for respective mode of despatches as follows :

- (a) By Rail in wagon load consignment to : *[Name and address of Site / Project to be specified]*
- (b) By road transport to : *[Name and address of Site / Project to be specified]*

BPCL and the Procurement Coordinator shall have the right to advise any change in despatch point or destination and/or mode of transport 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.

21.5 Immediately after shipment, the Vendor shall inform despatch particulars to BPCL/ Procurement Coordinator hereunder:

- 1 copy to DGM (E & P) BPCL, Sewree Office *[Address & Fax no]*
- 1 copy to Project Leader, BPCL, Uran Office *[Address & Fax no.]*
- 1 copy to Resident Construction Manager, UIPL at BPCL Uran addressed to: *[Address & Fax no.]*
- 1 copy to Project Manager, UIPL, Pune office

For Imported Material

21.6 The Vendor shall make shipment only after prior approval of the Inspector(s) unless otherwise specifically authorized in writing by BPCL or the Procurement Coordinator. As soon as any shipment is made, the Vendor shall send advance information by way of FAX message to the *[Fax No +91 022 24168001]* to the **Dy. General Manager (E&P), BHARAT PETROLEUM Corporation Ltd.,** giving particulars of the shipments, vessel's name, port of shipment, Bill of Lading number and date for ocean shipment and Airway Bill number & Date & Flight details for air consignment, total FOB and freight value with confirmation copy to BPCL, addressed to *[designation and address]*

21.7 For import items Shipping Corporation of India shall be given first preference as a carrier

22.0 MARINE AND TRANSIT RISK INSURANCE

22.1 Marine/Air and Transit Risk Insurance shall be covered by BPCL against its Open General Policy.

22.2 The Vendor shall send BPCL information of the proposed shipment/consignment well in advance by telegram/fax/e-mail/courier to



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enable BPCL to take necessary action for the marine/air/transit insurance of the shipment/consignment.

22.3 The Vendor shall advise the despatch particulars of the shipment/consignment to the Insurance Company by fax / email under advice to the Procurement Coordinator promptly after shipment to ensure that the consignment is fully covered by insurance. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.

23.0 SHIPPING AND SHIPPING DOCUMENTS

23.1 For Imported Materials(s)

- (a) The Vendor shall arrange with Vessel owner(s) or Forwarding Agent(s) specified in the Contract Documents for proper storage of the Material(s) in a manner so as to facilitate the handling and off-loading at the port of destination and to avoid any over carriage on discharge. All shipment by ocean vessel shall be under deck.
- (b) The Bill(s) of Lading/Airway Bill shall be made out in favor of "BHARAT PETROLEUM Corporation Ltd." E & P, Western Region, Sewree office or to the order of the L/C opening bank, and the notify column should indicate [DGM, E&P] BHARAT PETROLEUM Corporation Ltd., Western Region, Sewree
- (c) All columns in the body of the Bill of Lading/Airway Bill namely marks and Numbers, material description, weight particulars, etc. should be completed accurately and such statement 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 and the net total freight payable, shown at the bottom.
- (d) The Bill of Lading/Airway Bill shall be free of any liability of BPCL to the carrier for demurrage.
- (e) The Bill of Lading/Airway Bill shall indicate the following:

Consignee : BHARAT PETROLEUM Corporation Limited
[Name of Project]

- (f) All documents viz. Bill of Lading/Airway Bill, invoices, packing list, freight memos, country of origin certificate, Third Party Inspection Release Certificate, inspector's certificate, Export certificate (wherever applicable), test certificates, drawings and catalogues should be in the English language.
- (g) In addition to the Bill of Lading/Airway Bill, which should be obtained in 3 (three) stamped originals plus as many copies as required, invoices, packing lists, freight memos (if the freight particulars are not shown in the Bill of Lading), country of origin certificate(s), Third Party Inspection Release Certificate, inspector's certificate, Export certificate (wherever applicable) and test/composition certificate, shall be made out against each shipment in as many number of copies as are shown in Clause below.



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- (h) The Bill of Lading/Airway Bill, invoice and packing list must specifically show uniformly, the marks and numbers, material description, contents case-wise, country of origin, consignee's name, port of destination and all other indicated particulars. The invoice must show the unit rates and net total FOB price. The invoice must cover also items packed separately and the value shown accordingly.
- (i) The packing list must show, apart from other particulars, the actual contents in each case, net and gross weights and dimensions and the total number of packages.
- (j) All documents must be duly signed by an authorized representative of the Vendor.

23.2 In case of FOB contracts:

- (i) Shipping Arrangements shall be made through nominated freight forwarders (in the country of exit) as detailed in the Purchase Order and freight will be accordingly paid by BPCL in Indian Rupees.
- (ii) The Vendor shall furnish to the respective nominated freight forwarder, the full details of consignment such as outside dimensions, weights (both gross and net), No. of packages, technical description and drawings, name of the supplier, ports of loading etc. two weeks prior to the proposed date of shipment to enable the concerned agency to arrange the shipping space.

23.3 The Vendor shall obtain the shipping documents in required number of sets including three original stamped copies of the Bill of Lading/Airway Bill immediately after the shipment is made and airmail the shipping documents in the manner stipulated hereunder to ensure that the documents so forwarded are received at least one week before the vessel's arrival. The Vendor shall be fully responsible for any delay and/or demurrage in clearance of the consignment at the port due to delay in forwarding the shipping documents. If in terms of the Letter of Credit, the complete original set of documents are required to be sent to BPCL through the bank, the distribution indicated below will be confined to obtaining copies of documents only.

Documents	BPCL (Sewree Office that issued the PO)	BPCL (Uran Project Site)	UIPL (Project Site)
Bill of lading/Airway Bill	3 (including 1 original)	1	1
Invoice	2	1	1
Packing List	2	1	1
Certificate of Origin	2	1	1
Test/Composition Certificate	2	1	1
Third Party Inspection Release Certificate	1	1 (original)	1 (original)
Drawing/Catalogue	1	1	1
Invoice of Third Party/Lloyds for Inspection Charges, wherever applicable.	2	1	1



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Export Certificate (where applicable)	1	1	1
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24.0 ARBITRATION

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

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

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.

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.

The language of the proceedings will be English and the place of proceedings will be Mumbai

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.”

Commercial Questionnaire

(FOR INDIGENOUS MATERIALS AND EQUIPMENT)

Project No.: 66-6457

IMPORT OF PROPANE / LPG AT JNPT JETTY AND DEVELOPMENT OF REFRIGERATED STORAGE & HANDLING FACILITY AT URAN LPG PLANT

Client: Bharat Petroleum Corporation Limited

Vendor Name: M/s. _____

Enquiry No. _____

Vendor's Offer Ref. No. : _____

Tel No. _____ Fax No. _____

Contact Person : _____ E-Mail _____

1. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED WITH EACH AND EVERY SET OF VENDOR'S UNPRICED QUOTATION.
2. FAILURE ON THE PART OF VENDOR IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL THE SETS OF UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".

S.No.	DESCRIPTION	VENDOR'S CONFIRMATION
1	<p>Bid rejection criteria:</p> <p>Bidders shall note that the following provisions of the bidding document must be adhered to without any deviations, failing which the bid shall be considered to be non-responsive and may be rejected. Please confirm the acceptance of these clauses:</p>	Noted
	<p>i. Earnest Money Deposit: (if applicable) : Confirm mode (BG / DD) of submission and details of EMD as per SPC</p> <p>EMD waiver: If applied for, confirm the waiver clause applicable as indicated in SPC, and confirm the supporting documents submitted. Please note that, for BPCL registered vendors, submission of vendor registration letter issued by BPCL is a must.</p>	Submitted BG / DD No.: _____ EMD value: Rs. _____ OR Not Applicable Supporting document submitted: _____ OR Not submitted. Refer deviation sheet.
	<p>ii. Bid Validity period: Confirm Offer validity of SIX MONTHS from final bid due date.</p>	Confirmed / Not Confirmed refer deviation sheet Validity: _____ Months from bid due date.

S.No.	DESCRIPTION	VENDOR'S CONFIRMATION
	iii. Defects Liability Period: Confirm acceptance of defect liability period clause as indicated in Special Purchase Conditions.	Accepted / Not accepted refer deviation sheet
	iv. Performance Bank Guarantee: Confirm acceptance of performance guarantee clause as indicated in Special Purchase Conditions & General Purchase Conditions.	Accepted / Not accepted refer deviation sheet
	vi. Delivery Period: In case a supplier quotes delivery longer than ten weeks from required as indicated in SPC, the bid may be rejected. One month shall be construed as equal to four weeks for the purpose of such evaluation. Please confirm shortest delivery period from the date of Fax of Acceptance only.	Noted Quoted delivery period: _____ delivered at site from the date of fax of acceptance.
2	Technical and Commercial Loading: Bidders shall note that the following provisions of the bidding document must be adhered to without any deviations, failing which the quoted prices shall be loaded as indicated in special purchase conditions. The Foreign Bids shall be loaded on FOB Port of Exit prices and the Indian Bids shall be loaded on FOT Dispatch Point prices. Loading maximum up to 10% of the quoted price shall be taken. Please confirm the acceptance of these clauses:	Noted
	i) Payment Terms: Confirm acceptance of payment terms as indicated in special purchase conditions.	Accepted / Not accepted refer deviation sheet
	ii) Firmness of prices: Quoted prices shall remain firm and fixed till complete execution of the order.	Accepted / Not accepted refer deviation sheet
	iii) Freight charges: Confirm that the firm freight charges up to destination by road transport have been quoted separately.	Quoted / Not quoted refer deviation sheet
	iv) Taxes & Duties: Any differential in taxes and duties will be cost loaded on case to case basis. However, if a supplier states that taxes/duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes/duties applicable as on the date of price evaluation.	Accepted / Not accepted refer deviation sheet
	v) Delivery: Delivery longer than required in enquiry shall be loaded @1% per week up to a maximum of ten weeks. One month shall be construed as equal to four weeks for the purpose of such evaluation.	Accepted / Not accepted refer deviation sheet
	vi) Foreign Exchange Rate Variation/Custom Duty Variation For Indian Bidders (On Built-In Import Content): Prices shall remain firm and fixed without any escalation except for statutory variation in customs duty rate. However, the prices shall be firm and fixed on account of FE variation. The statutory variation in customs duty shall be subject to the guidelines as indicated in SPC	Accepted / Not accepted refer deviation sheet

S.No.	DESCRIPTION	VENDOR'S CONFIRMATION
3	PRICE REDUCTION CLAUSE FOR DELAY IN DELIVERY: In the event of delay beyond the contractual progressive delivery date for reasons not attributable to BPCL and not constituting conditions of force majeure, it will be at BPCL's discretion, without prejudice to his other rights under the contract, to accept delayed delivery, but at the prices reduced at the rate of 1% (one percent) of the order value of delayed goods / supplies per week of delay or part thereof, subject to a maximum of 10% (ten percent) of the total order value.	Accepted / Not accepted refer deviation sheet
4	Force Major Clause : Confirm acceptance of Force Major Clause as indicated in Special Purchase Conditions (SPC).	Accepted / Not accepted refer deviation sheet
5	Arbitration Clause: Confirm acceptance of Arbitration Clause as indicated in Special Purchase Conditions (SPC).	Accepted / Not accepted refer deviation sheet
6	Prices have been furnished as per "Format For Submitting Price" indicated in Special Purchase Conditions (SPC)	Furnished / Not furnished refer deviation sheet
7	Confirm that Prices quoted are on FOT Dispatch point basis	Confirmed/ Not Confirmed
8	Specify Despatch Point	Material shall be despatched from : _____ State: _____
9	Confirm that the freight charges have been quoted separately.	Quoted separately / Not quoted refer deviation sheet
10	Transit risk insurance shall be covered by BPCL and the same has not been included in the quoted prices.	Noted and confirmed
11	Excise Duty: a. Tarrif sub heading no. b. Present rate of Excise Duty payable extra on finished products (including spares). c. Maximum rate applicable (If present rate is nil or concessional)	
12	Please indicate following break-up a. Cenvatable Excise Duty b. Non Cenvatable Excise Duty	
13	Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	Accepted
14	Any variation in Excise duty at the time of supplies for any reasons, other than statutory including variations due to turnover, shall be borne by vendor.	Accepted
15	Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	Accepted
16	Sales tax payable extra, Specify CST/ MVAT and the present rate applicable	CST: _____% against form C MVAT: _____%
17	In case of CST, C form shall be provided In case of MVAT, no concessional form shall be provided	Noted

S.No.	DESCRIPTION	VENDOR'S CONFIRMATION
18	Only statutory variations, if any, in the present rate of CST/MVAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	Accepted
19	If CST/MVAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	Accepted
20	Any new or additional taxes/ duties and any increase in the existing taxes/duties imposed after contractual delivery shall be to Vendor's account whereas any corresponding decrease shall be passed on to the Owner.	Accepted
21	Part Order: Please Confirm acceptance of Part Order	Accepted / Not accepted refer deviation sheet
22	Repeat Order: Confirm acceptance of repeat order if ordered within 12 months from the date of placement of original purchase order with same unit price(s) and terms & conditions	Accepted / Not accepted refer deviation sheet
23	Testing and Inspection charges: Goods and services are subject to stage wise and final inspection by Owner/ UIPL for which no extra charges shall be payable by Owner. Travel, living and personnel expenses of Owner's inspectors shall be borne by Owner. Travel, living and personnel expenses of UIPL's inspectors shall be borne by UIPL. All built in import content shall be subjected to inspection by Third Party Inspection Agency nominated by BPCL for which charges are included in quoted prices and no additional charges will be paid by Owner.	Noted & accepted
24	Quoted prices are inclusive of all testing and inspection charges	Confirmed
25	Acceptance of all other terms & conditions as per attached : a) General Purchase Conditions. b) Special Purchase Conditions c) Instructions to bidders. d) Terms & Conditions for Supervision of Erection & Commissioning (if applicable) e) Terms & Conditions for Site work(if applicable)	Accepted OR Accepted with deviations as indicated in separate deviation sheet.
26	Whether any of the Directors of Vendor is a relative of any Director of BPCL/UIPL or the vendor is a firm in which any Director of BPCL/UIPL or his relative is a Partner or the vendor is a private company in which any director of BPCL/UIPL is a member or Director.	YES / NO
27	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive. Please confirm that you have filled in, signed and attached the enclosed "Proforma of Declaration of Black Listing / Holiday Listing" along with your unpriced offer.	Not banned Banned as indicated in Declaration of Black Listing / Holiday Listing Furnished / Not applicable

S.No.	DESCRIPTION	VENDOR'S CONFIRMATION
28	Confirm that all deviations to Technical Specifications have been indicated on a separate deviation sheet. Any deviation indicated in bid elsewhere other than Deviation Sheet shall not be considered.	Separate Technical Deviations Sheet submitted
29	Confirm that all deviations to Tender Conditions, GPC, SPC have been indicated on a separate deviation sheet. Any deviation indicated in bid elsewhere other than Deviation Sheet shall not be considered.	Separate Commercial Deviations Sheet submitted
30	All commercial deviations to Tender Conditions, GPC, and SPC will result in loading of the quoted price as indicated in Special Purchase Conditions (SPC).	Noted
31	Any claim arising out of order shall be sent to Owner in writing with a copy to UIPIL within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by Consultant/ Owner.	Accepted
32	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given herein above shall prevail.	Confirmed & Accepted

(Signature of Vendor with Company seal)

Name of the Authorised Signatory :

Designation :

Date :

Commercial Questionnaire

(FOR IMPORTED MATERIALS AND EQUIPMENT)

Project No.: 66-6457

IMPORT OF PROPANE / LPG AT JNPT JETTY AND DEVELOPMENT OF REFRIGERATED STORAGE & HANDLING FACILITY AT URAN LPG PLANT

Client: Bharat Petroleum Corporation Limited

Vendor Name: M/s. _____

Enquiry No. _____

Vendor's Offer Ref. No. : _____

Tel No. _____ Fax No. _____

Contact Person : _____ E-Mail _____

1. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED WITH EACH AND EVERY SET OF VENDOR'S UNPRICED QUOTATION.
2. FAILURE ON THE PART OF VENDOR IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL THE SETS OF UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".

S. No.	DESCRIPTION	VENDOR'S CONFIRMATION
1	Bid rejection criteria: Bidders shall note that the following provisions of the bidding document must be adhered to without any deviations, failing which the bid shall be considered to be non-responsive and may be rejected. Please confirm the acceptance of these clauses:	Noted
	i. Earnest Money Deposit: (if applicable) : Confirm mode (BG / DD) of submission and details of EMD as per SPC EMD waiver: If applied for, confirm the waiver clause applicable as indicated in SPC, and confirm the supporting documents submitted. Please note that, for BPCL registered vendors, submission of vendor registration letter issued by BPCL is a must.	Submitted BG / DD No.: _____ EMD value: USD _____ OR Not Applicable Supporting document submitted: _____ OR Not submitted. Refer deviation sheet.
	ii. Bid Validity period: Confirm Offer validity of SIX MONTHS from final bid due date.	Confirmed / Not Confirmed refer deviation sheet Validity: _____ Months from bid due date.
	iii. Defects Liability Period: Confirm acceptance of defect liability period clause as indicated in Special Purchase Conditions.	Accepted / Not accepted refer deviation sheet

S. No.	DESCRIPTION	VENDOR'S CONFIRMATION
	<p>iv. Performance Bank Guarantee: Confirm acceptance of performance guarantee clause as indicated in Special Purchase Conditions & General Purchase Conditions.</p>	Accepted / Not accepted refer deviation sheet
	<p>v. Delivery Period: In case a supplier quotes delivery longer than ten weeks from required as indicated in SPC, the bid may be rejected. One month shall be construed as equal to four weeks for the purpose of such evaluation. Please quote earliest firm Delivery period on FOB International Port of Exit basis from the date of Fax of Acceptance only. Indicate approximate sailing period from port of exit to port of destination.</p>	<p>Noted Quoted delivery period: _____ weeks FOB International Port of Exit basis from the date of fax of acceptance. Approximate sailing period from port of exit to port of destination: _____</p>
2	<p>Technical and Commercial Loading: Bidders shall note that the following provisions of the bidding document must be adhered to without any deviations, failing which the quoted prices shall be loaded as indicated in special purchase conditions. The Foreign Bids shall be loaded on FOB Port of Exit prices and the Indian Bids shall be loaded on FOT Dispatch Point prices. Loading maximum up to 10% of the quoted price shall be taken. Please confirm the acceptance of these clauses:</p> <p>i) Payment Terms: Confirm acceptance of payment terms as indicated in special purchase conditions.</p> <p>ii) Firmness of prices: Quoted prices shall remain firm and fixed till complete execution of the order.</p> <p>iii) Inland transportation charges in the country of origin: Confirm that the inland transportation charges (in the country of origin) from factory to port of exit is quoted seperately</p> <p>iv) FOB Charges: Confirm that FOB charges have been quoted separately.</p> <p>v) Ocean Freight charges: Confirm that firm ocean freight charges up to port of entry in India (Mumbai/JNPT) have been quoted separately in price bid.</p> <p>vi) Transit insurance: Confirm that transit insurance has been quoted seperately</p> <p>vii) Delivery: Delivery longer than required in enquiry shall be loaded @1% per week up to a maximum of ten weeks. One month shall be construed as equal to four weeks for the purpose of such evaluation.</p>	<p>Noted</p> <p>Accepted / Not accepted refer deviation sheet</p> <p>Accepted / Not accepted refer deviation sheet</p> <p>Quoted / Not quoted refer deviation sheet</p> <p>Quoted / Not quoted refer deviation sheet</p> <p>Quoted / Not quoted refer deviation sheet</p> <p>Accepted / Not accepted refer deviation sheet</p>
3	<p>Force Majeure Clause : Confirm acceptance of Force Majeure Clause as indicated in Special Purchase Conditions (GPC).</p>	Accepted / Not accepted refer deviation sheet
4	<p>Arbitration Clause: Confirm acceptance of Arbitration Clause as indicated in Special Purchase Conditions (GPC).</p>	Accepted / Not accepted refer deviation sheet

S. No.	DESCRIPTION	VENDOR'S CONFIRMATION
5	<p>PRICE REDUCTION CLAUSE FOR DELAY IN DELIVERY: In the event of delay beyond the contractual progressive delivery date for reasons not attributable to BPCL and not constituting conditions of force majeure, it will be at BPCL's discretion, without prejudice to his other rights under the contract, to accept delayed delivery, but at the prices reduced at the rate of 1% (one percent) of the order value of delayed goods / supplies per week of delay or part thereof, subject to a maximum of 10% (ten percent) of the total order value.</p>	Accepted / Not accepted refer deviation sheet
6	Prices have been furnished as per "Format For Submitting Price" indicated in Special Purchase Conditions (SPC)	Furnished / Not furnished refer deviation sheet
7	<p>Bank Charges: All Bank charges and stamp duties payable outside India in connection with payments to be made shall be borne by the supplier. All bank charges and stamp duties payable in India shall be borne by BPCL</p>	Confirmed
8	<p>Currency of Quote: Furnish the currency of quote.</p>	Currency of Quote: _____
9	Change in currency once quoted will not be allowed.	Noted & accepted
10	Indicate name, address, telephone nos., fax nos., e-mail address of your Banker for L/C opening,.	
11	Documentation charges are included in quoted prices.	Confirmed
12	Customer references list for the item/ model quoted by you is given in offer.	Confirmed
13	Confirm complete technical literature/catalogue are submitted along with each copy of the offer.	Confirmed
14	Indicate manufacturer's name and address	
15	Furnish the name and address of the company on whom the order to be placed and the details of relationship between the bidding company and the company on which the order to be placed.	
16	<p>Country of Origin: Indicate country of origin from where the goods have been offered.</p>	Country of Origin: _____
17	Indicate International Seaport of Exit.	Material shall be despatched from : _____ Country: _____

S. No.	DESCRIPTION	VENDOR'S CONFIRMATION
18	Indicate approximate shipping weight (net and gross) & volume of the consignment.	Approximate shipping weight: _____
		Volume: _____
19	Date of clean Bill of Lading shall be considered as date of FOB delivery.	Confirmed
20	BPCL reserves the option to place order on FOB or on C&F basis.	Noted & Accepted
21	Transit Insurance: Prices quoted must exclude transit insurance charges from FOB International Port of Exit as the same shall be arranged by the Purchaser. However, all transit insurance charges for inland transit up to FOB International Port of Exit must be included quoted prices.	Noted and confirmed
22	Taxes & Duties: All taxes, duties and levies of any kind payable up to FOB International Port of Exit shall be borne by supplier.	Accepted
23	Export permit/licence if required shall be supplier's responsibility & any expenditure towards same will be borne by the supplier.	Accepted
24	Part Order: a) Please Confirm acceptance of Part Order	Accepted / Not accepted refer deviation sheet
	b) In case of part order confirm all lumpsum charges quoted extra if any viz. Documentation, testing, third party, packing, crating, handling, FOB, IBR etc., can be considered on prorata value basis.	Accepted / Not accepted refer deviation sheet
25	Repeat Order: Confirm acceptance of repeat order if ordered within 12 months from the date of placement of original purchase order with same unit price(s) and terms & conditions	Accepted / Not accepted refer deviation sheet
26	Quoted prices shall be inclusive of all testing and inspection charges	Accepted / Not accepted refer deviation sheet
27	Third Party Inspection Charges: Confirm itemised percentage charges for inspection by Third Party Inspection Agencies nominated by BPCL(including inspector's fee) have been separately quoted in the Priced Bid.	Confirmed
28	In the event of inspection by UIPL or Owner, confirm no extra charges payable to supplier.	Confirmed
29	Acceptance of all other terms & conditions as per attached : a) General Purchase Conditions. b) Special Purchase Conditions c) Instructions to bidders. d) Terms & Conditions for Supervision of Erection & Commissioning (if applicable) e) Terms & Conditions for Site work(if applicable)	Accepted OR Accepted with deviations as indicated in separate deviation sheet.

S. No.	DESCRIPTION	VENDOR'S CONFIRMATION
30	Whether any of the Directors of Vendor is a relative of any Director of BPCL/UIPL or the vendor is a firm in which any Director of BPCL/UIPL or his relative is a Partner or the vendor is a private company in which any director of BPCL/UIPL is a member or Director.	YES / NO
31	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive. Please confirm that you have filled in, signed and attached the enclosed "Proforma of Declaration of Black Listing / Holiday Listing" along with your unpriced offer.	Not banned Banned as indicated in Declaration of Black Listing / Holiday Listing Furnished / Not applicable
32	Confirm that all deviations to Technical Specifications have been indicated on a separate deviation sheet. Any deviation indicated in bid elsewhere other than Deviation Sheet shall not be considered.	Separate Technical Deviations Sheet submitted
33	Confirm that all commercial deviations to Tender Conditions, GPC, SPC have been indicated on a separate commercial deviation sheet. Any deviation indicated in bid elsewhere other than Deviation Sheet shall not be considered.	Separate Commercial Deviations Sheet submitted
34	All commercial deviations to Tender Conditions, GPC, and SPC will result in loading of the quoted price as indicated in special purchase conditions.	Noted
35	Any claim arising out of order shall be sent to Owner in writing with a copy to UIPIIL within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by Consultant/ Owner.	Accepted
36	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given herein above shall prevail.	Confirmed & Accepted

(Signature of Vendor with Company seal)

Name of the Authorised Signatory :

Designation :

Date :