

**CENTRAL PROCUREMENT ORGANIZATION (MKTG)
BHARAT PETROLEUM CORPORATION LIMITED
'A' INSTALLATION, SEWREE FORT ROAD
SEWREE (E), MUMBAI - 400 015**



PRESS TENDER

**TENDER FOR SUPPLY OF GOLD MEDALLIONS TO
VARIOUS LOCATIONS**

CRFQ NO.: 1000263403

DUE ON: 29/09/16 AT 1500 HRS

M/s.

Dear Sir/Madam,

Subject: Invitation of tender for the sale and delivery of 4933 nos. of Gold Medallions of various denominations aggregating to 35.383 kg (CRFQ no. 1000263403 due on 29/09/16 at 3 pm)

1. You are invited to submit your offer in a two-part bid for the sale and delivery of **4933 nos. of Gold Medallions (995 fineness)** of various denominations **aggregating to 35.383 kg** as per technical specifications and on the terms & conditions contained in this tender document.
 2. Only parties meeting the eligibility criteria specified in clause 2 of Annexure I (Instructions to Tenderer) are eligible to quote.
 3. This tender document consists of the following annexures, which are enclosed:
 - a) **Techno-commercial Bid**

3.1 Instructions to Bidders	Annexure I
3.2 General Instructions to Bidders for e-tendering	Annexure II
3.3 Integrity Pact (IP)	Annexure III
3.4 Technical Specifications	Annexure IV
3.5 Terms & Conditions of Agreement	Annexure V
3.6 Delivery Particulars	Annexure VI
3.7 Bank Guarantee Format	Annexure VII
- Information pertaining to Particulars of Bidders and Relationship with Directors shall have to be submitted online.
- b) **Price Bid:** A price bid shall also have to be submitted online as per the Proforma given at clause 25 of Annexure I mentioned in point 3.1 above.
4. Bidders shall also have to essentially sign an **Integrity Pact (IP)**, mentioned in point 3.3 above) for participating in this tender. The salient points to be noted in regard to IP are:
 - a) Proforma of Integrity Pact shall be uploaded by the Bidder along with the bid documents duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to upload the IP duly signed along with the bid document shall result in the bid not being considered for further evaluation.
 - b) If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Tenderer Price reduction amount by forfeiting the EMD/Performance Guarantee as per provisions of the Integrity Pact.
 - c) If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity pact, BPCL shall be entitled to demand and recover from contractor, Price reduction amount by forfeiting the Performance Guarantee amount as per provisions of the Integrity Pact.

- d) Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor. The name, address and contact numbers of the nominated Independent External Monitor is as follows:

1. Name of EIM and E-Mail Id	Shri Brahm Dutt; dutt.brahm@gmail.com	To be contacted for: COMPLAINTS ONLY
2. EIM's Address	A-1/8, Safdarjung Enclave, New Delhi - 110 029	
3. EIM's Mobile Number	09871920282	
1) Name of Procuring Officer- PO	Mr. Maneesh Patney	To be contacted for: All Other Clarifications/ Details Regarding This Tender
2) PO's email ID	patneym@bharatpetroleum.in	
3) PO's Office Address	BPCL, Central Procurement Organization (Mktg), A -Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400 015	
4) PO's Contact Number	(022) 24176417 / Mob. 9820326566	

5. Please visit the website <https://bpclproc.in> for participating in the tender and submitting your bid online.
6. Additionally, you shall be required to submit the EMD (if applicable), in physical form at our office.
7. Your online bid as well as the instrument to be submitted in physical form should be submitted on or before the due date of this tender viz. **29th September 2016, 3 pm.**
8. E-tender system will automatically close on the due date and time and bidders will not be able to submit their bids after the closing time. Bids not in the prescribed format are liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents/instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
9. Price bid of only those bidders shall be opened whose techno-commercial bid is found to be acceptable.
10. Bidders, on BPCL's Black/Holiday List will not be considered. BPCL reserves the right to accept or reject any or all the Offers at their sole discretion without assigning any reason whatsoever. BPCL's decision on any matter shall be Final & any vendor shall not enter into correspondence with BPCL unless asked for. BPCL may call for additional documents if required. BPCL would also consider information already available with them regarding Vendor's credentials.
11. **SUPPORT DESK:** In case of any clarification pertaining to E-Procurement Process, the vendor may contact **ETL** on Contact Numbers and E-Mail Ids, as appended below.
 - **All India** : +91 79 4001 6868 support@bpclproc.in
 - **CPO(M) Office:** Satyanarayan Behera (90040 14223) satyanarayan@procuretiger.com
: Shyam Kale (77158 14897) mumbai.support@abcprocure.com

12. For clarifications, if any, please feel free to contact us on any working day between 10:00 am to 4:00 pm:

- **PROCUREMENT LEADER:** Maneesh Patney - 022-2417 6417; M – 98203 26566 (patneym@bharatpetroleum.in)
OR
- **DY. MANAGER PROCUREMENT:** A M Sharma - 022-2417 6415; M – 98339 27790 (sharmaam@bharatpetroleum.in)
At
- **OFFICE ADDRESS:** BPCL, Central Procurement Organization (Mktg), 'A' Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400 015

Thanking you,

Yours faithfully,

For Bharat Petroleum Corporation Ltd.

Maneesh Patney
Procurement Leader –CPO (Mktg)

Instructions to Bidder**Definitions**

The following expressions used in these tender documents and in the Lol/purchase order shall have the meaning indicated against each of these:

- a. **Owner**: Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai - 400001 and shall include its successors and assigns (hereafter called 'Purchaser'/'BPCL'/'Owner'/'Corporation' as a short form).
- b. **Successful Bidder**: Successful bidder means the person, firm or the Company/ Corporation to whom this purchase order is issued and shall include its successors and assigns.
- c. **Inspector**: Person deputed by BPCL for inspection, checking and/or testing as inspector/authorized by BPCL.
- d. **Goods/Materials**: Goods and/or Materials means the item tendered and all services including but not limited to design, delivery, inspection, testing and warranty specified or required to complete the order.
- e. **Site/Location**: Site means Head office and/or Regional offices of BPCL anywhere in India where the tendered item has to be delivered.
- f. **Firm Procurement**: means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered. Firm Procurement consists of Purchase Order, and Call-off Order.
- g. **LBMA** in the appropriate context means London Bullion Market Association
- h. **PSE** in the appropriate context means Central Public Sector Enterprise
- i. **Lol** in the appropriate context means Letter of Intent
- j. **PO** in the appropriate context means Purchase Order
- k. **PR** in the appropriate context means Price Reduction

1. Requirement

Competitive offers are invited in two part bid from qualified bidders for the sale and delivery of 4933 nos. of Gold Medallions (995 fineness) of following denominations and weight aggregating to 35.383 kg to be supplied at BPCL Offices:

Gold medallion denominations	0.5 gm	1 gm	2 gms	3 gms	5 gms	10 gms	20 gms	50 gms	100 gms	Total
Requirement in No.	98	264	1117	597	711	1942	126	45	33	4933
Requirement in grams	49	264	2234	1791	3555	19420	2520	2250	3300	35383

2. Eligibility Criterion

The **Bid qualification Criterion** for participating in this tender is as follows:

I. Credential eligibility: The bidder should meet one of the following criteria:

- Be a Scheduled Bank in operation for at least three (3) years as on due date of bid and authorized by RBI to import and deal in gold, or
- Be a Public Ltd. Company in operation for at least three (3) years as on due date of bid and possessing Government License/Certificate giving them the authority to deal in gold, or
- Be a manufacturer of gold medallions/coins as on due date of bid and possessing Government License/Certificate giving them the authority to deal in gold, or
- Be a trader of gold medallions/coins as on due date of bid and possessing Government License/Certificate giving them the authority to deal in gold

Documents required:

Scheduled Banks should produce a copy of the authorisation letter from RBI for importing and dealing in gold while other bidder should produce a copy of the Government License/Certificate giving them the authority to deal in gold in support of their claim.

II. Supply Capacity:

The bidder should have supplied **Gold Medallions/coins weighing at least 10.61 kg** during any continuous 12 months period in the last 7 years from the due date of bid submission

Documents required:

Copy of invoices raised during any continuous 12 months period in the last 7 years from the due date of bid submission (accompanied with the corresponding purchase order/s) aggregating to at least 10.61 kg.

III. Financial Capacity:

- a. The bidder should have achieved a **minimum average Annual financial turnover of Rs. 3.2 crores** as per Audited financial statements (including Balance Sheet and Profit & Loss account), during the last available three consecutive accounting years.
- b. The bidder's **net worth should be positive** as per last available Audited financial statements (including Balance Sheet and Profit & Loss account. The net worth is defined as TOTAL ASSETS MINUS TOTAL LIABILITIES.

Documents required:

Copy of available Audited Balance Sheets & Profit & Loss account of the bidder for the last available three consecutive accounting years (English language only).

Offers from vendors who are on BPCL s holiday list/ black-listed would not be considered. Offers from vendors who failed to supply gold medallions in the last press tender floated by CPO (M) also would not be considered.

NOTE: BPCL reserves the right to demand from the bidders, the Originals of any or all of the aforementioned documents for the verification purpose, as and when required.

3. Delivery period & Price Payable

The delivery period shall be as quoted by the bidder subject to a **maximum of 60 days** from the date of placement of LOI. Price payable shall be based on the price of Gold declared by LBMA (London Bullion Market Association, AM rate) as per the clause 4 of Annexure V.

4. Offers should strictly be in accordance with the tender terms & conditions and technical specifications. Bidders are requested to carefully study all the documents/annexure and understand the conditions, specifications, drawings etc, before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
5. It shall also be imperative on each bidder to fully inform itself of all **local conditions** and factors (including prevailing rates of taxes, duties, octroi, entry tax, local body tax etc.) which may have any effect on the successful execution of the scope covered under this Package. BPCL shall not entertain any request for clarifications from the bidder, regarding such local conditions after the due date of tender. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. BPCL will not entertain any claim for financial adjustment to the contract awarded under this bidding.

6. REFERENCE FOR DOCUMENTATION:

- a. The number of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.

- b. After finalization of Rate Contract / Purchase Order, the number and date of Rate Contract/Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.

7. RIGHT OF CORPORATION TO ACCEPT OR REJECT TENDER:

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

8. LANGUAGE OF BID:

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

- 9. Bidders** are requested to accept the **Integrity Pact (IP)** document by signing it. This document is essential & binding. Bidder's failure to accept the IP document shall result in the bid not being considered for further evaluation.

- 10.** Techno-commercial Bid (consisting of all the attached Tender documents, Credential Bid Form, Declaration Forms and Integrity Pact) and price bid as well as all uploaded documents (as mentioned in clause (14) below) shall form the part of the tender. **Both techno-commercial bid and the price bid will be online only.** Only **EMD** is exception to this rule, which will have **to be submitted in envelope.** The details of the e-procurement process are enclosed as Annexure II.

- 11.** All the supporting documents should be legible and duly signed, stamped and attested by the authorized signatory as specified in clause (12) below, before uploading them online.

Performa of **Integrity Pact** has been uploaded as **Annexure III** of tender documents. Bidder shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory as specified in clause (12) below and witnessed. Thereafter, that copy should be scanned and uploaded by bidder along with other bid documents.

- 12.** Techno-commercial and price bid shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory. **The authorized signatory** shall be :

- a. Proprietor in case of proprietary concern.
- b. Authorised partner in case of partnership firm.
- c. Director, in case of a limited Company, duly authorized by its board of directors to sign.

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

Online submission of the tender under the digital signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions. Bidder's digital signature on the documents shall be considered as total acceptance of the terms & conditions.

13. Earnest Money Deposit (EMD)

- a) The bidder shall submit an interest-free Earnest Money Deposit of **Rs. 10.0 lakh (Rupees Ten lakhs only)** by crossed account payee **Demand Draft** drawn on any nationalised/ scheduled bank in favour of “**BHARAT PETROLEUM CORPORATION LTD**” payable at **Mumbai**.
- b) EMD should be submitted in **physical form** in a sealed cover addressed to **Procurement Leader (Group V)**, boldly super-scribed on the outer cover –
- CRFQ No.: _____
 - Item : Supply of Gold Medallions
 - Due Date & Time: _____
 - Name of the bidder:

It should be dropped in the tender box or sent by Registered Post/Courier to the following address so as to reach on or before the due date & time of the tender:

**Central Procurement Organization (Mktg),
'A' Installation, Sewree Fort Road,
Sewree, Mumbai-400015**

BPCL will not be responsible for non-receipt of instrument(s) / postal delay/loss in transit etc.

- c) Cheques, cash, Money Orders, Fixed deposit Receipts, Bank guarantees etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.
- d) Bid received without the EMD is liable to be rejected.
- e) Units registered with National Small Industries Corporation (NSIC) and/or Micro or Small Enterprises (MSE) are however, exempted from payment of EMD, subject to:
- The unit being registered for the item tendered.
 - Registration certificate being valid as on due date of tender.

As the case may be, such vendors must upload a photocopy of valid NSIC Registration Certificate/ Review certificate duly attested by a gazetted officer/Self-attested, (photocopy of application for registration as NSIC or for renewal will not be acceptable) and/or a self-attested copy of all the pages of the EM-II certificate issued by any authority mentioned in the Public Procurement policy of MSEs-2012 or self-attested copy of Udyog Aadhaar Memorandum (UAM), failing which such bid will be treated as bid received without EMD and liable to be rejected.

- f) Registration with DGS&D will not entitle the bidder to claim exemption from payment of EMD.
- g) EMD is liable to be forfeited (in addition to HOLIDAY LISTING as mentioned in Clause 27 of Annexure V) in the event of :

- i. Withdrawal of offers during the validity period of the offer. (Refer item no. 17 of this Annexure)
 - ii. Non-acceptance of LOI/order, if and when placed.
 - iii. Any unilateral revision in the offer made by the bidder during the validity of the offer.
 - iv. Non-payment of Supply and Performance Guarantee amount against LOI/ Purchase Order within the stipulated period of 10 days from date of Lol/ the Purchase Order whichever is earlier.
- h) EMD will be refunded by National Electronic Fund Transfer to all the successful bidders after they deposit the amount for Supply and Performance Guarantee (refer clause 2 of Annexure V) against LOI/Purchase Orders, as placed. In case of successful bidder wishes to convert the EMD amount to Supply and performance Guarantee amount, the bidder should submit written request for the same.
- i) EMD will be refunded by National Electronic Fund Transfer to all the unsuccessful bidder after placement of order on all successful bidder.

14. The complete process for submitting the bid is as follows:

A. Techno-commercial bid

- i. Accept the contents of the following annexures in toto by clicking on the button provided on the screen below each one of them:

a. Instructions to bidder	Annexure I
b. General Instructions to bidder for e-tendering	Annexure II
c. Technical Specifications	Annexure IV
d. The terms & conditions of Agreement	Annexure V
e. Delivery Particulars	Annexure VI
f. Bank Guarantee Format	Annexure VII
- ii. Performa of **Integrity Pact** (IP) has been uploaded as **Annexure III** of tender documents. Bidder shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by bidder along with other bid documents
- iii. Fill in the BQC data and upload all the following BQC documents (in pdf or jpg format) –
 - a) Copy of the authorization letter from RBI for importing and dealing in gold (in case of Scheduled Bank) or a copy of the Government License/Certificate giving them the authority to deal in gold (in case of other bidders).
 - b) Copies of invoices raised during any continuous 12 months period in the last 7 years from the due date of bid submission, accompanied with the corresponding purchase order.
 - c) Copies of Audited Balance Sheet and Profit & Loss Account statements for the last available three consecutive accounting years prior to the due date of bid submission.
- iv. Upload the other documents as under (in pdf or jpg format) –

- a) Integrity Pact (IP) duly signed and witnessed
 - b) Copy of PAN Card
 - c) Certified copies of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies' (if applicable).
 - d) Authority letter and power of attorney in favor of constituted attorney (if applicable).
- v. Online fill in information in the Credential Bid Form and Declaration form.
- vi. Submit the EMD [if applicable] in physical form or upload a copy of valid NSIC Registration Certificate/ Review certificate duly attested by a gazetted officer/Self-attested, and/or a self-attested copy of all the pages of the EM-II certificate issued by any authority mentioned in the Public Procurement policy of MSEs-2012 or self-attested copy of Udyog Aadhaar Memorandum (UAM), as proof of exemption thereof.

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

B. Price bid

Online fill in the quotes in the price bid form. The performa of the price bid form has been provided as clause (25) of this annexure.

- 15.** Incomplete bids or bids received with deviations/subjective or counter conditions/quantity restrictions are liable to be rejected. No further correspondence/enquiries raised on this issue by the bidder shall be entertained. Any terms and conditions by the bidder in his bid will not be binding on the Corporation
- 16.** Bids submitted after the due date and time and those not in the format or not in conformity with the prescribed terms and conditions or specifications shall be summarily rejected and no further correspondence/ enquiries shall be entertained on the issue. No responsibility shall be taken by the Corporation and no claims on this account shall be entertained.
- 17.** The price bid submitted by the bidder shall be valid for acceptance for a period of **90 days** from the due date (revised if any) of the tender. In exceptional circumstances, the Owner may solicit the bidder's consent for extension of the bid validity period without any change in bid price, terms & conditions.

18. Acceptance of Bids by the Corporation:

a) Techno-commercial Bid

Based on the information and instruments/documents submitted, all bidders meeting the following criterion shall qualify in the techno-commercial bid:

- i They should meet the bid qualification eligibility criterion as specified in clause (2) above.
- ii They should accept all the technical specifications and agree to supply Gold Medallions embossed and packed as specified therein.
- iii They should agree to all the terms & conditions of the agreement and the delivery particulars.

- iv BPCL should have received the EMD submitted by them or proof entitling them for exemption from EMD, whichever is applicable.
- v They should not have been debarred or black listed by BPCL from participation in any tender floated by BPCL for a period that is not over as on the due date of this tender

An affirmative determination will be prerequisite for qualifying in the techno-commercial bid. A negative determination will result in rejection of the bidder's Bid.

Price bid of only those bidders will be opened who qualify in the Techno-commercial bid.

b) Price Bid

- i. The order allotment will be finalized by BPCL by taking into account the following:
 - Discount quoted on the LBMA AM Gold Rate
 - Other cash outflows that shall include Import/Custom/Excise duty, incidental charges and delivery charges to each location
 - Amount of advance payment sought
 - Delivery Period quoted
- ii. "Net cost to BPCL" shall be calculated by using the following formula:

$$NDP = \{((GR*[995/999]*WC*[1 - d/100]*Q*Ex) + [Q*ID*1000] + [IChg* Q]) * (1+ED/100)\} * [1+ ST/100] + \sum_{i=1}^{34} Fr_{ti} * Ni + \text{Loading for advance payment}$$

where,

GR = LBMA AM rate of Gold as on the due date of this tender [in USD per troy ounce]

WC = Weight conversion factor [1 kg = 32.150747 troy ounces]

d = discount rate quoted/negotiated [in %]

Q = Weight of 995 fineness Gold to be supplied [= 35.383 kg]

Ex = Currency Exchange rate, equal to SBI BC selling rate as on the due date of this tender

ID = Import/Custom duty [in **Rs. per gm**]

IChg = Incidental charges (inclusive of the cost of getting the coins Hallmarked) quoted [in **Rs. per kg**]

ED = Excise duty [in %]

ST = Applicable Sales Tax/VAT [in %]

Fr_{ti} = Delivery charges quoted for location "i" [in **Rs. per Gold medallion**]

Ni = No. of Gold medallions delivered to location "i" [Total = 4933 numbers]

A factor will be added to the delivered cost of material to bring parity in price bid evaluation for the different percentage of advance payment sought by the bidder. The formula for calculating this loading factor would be as follows:

Loading for advance payment = $\{((GR*[995/999]*WC*[1 - d/100]*Q*Ex) + [Q*ID*1000])*(1+ED/100)\} * [1+ ST/100] * \text{proportion of advance payment requested} * (16.05/100) \times (\text{delivery period quoted} + 10)/365$

- iii. Bidders may have to attend the concerned office of the Corporation for negotiations/clarifications if required at their own cost, in respect of their quotations without any commitment from the Corporation.

19. Award Criteria

- i. Subject to Clause No. 20 below, the Owner shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid based on “net cost to BPCL”. **In case the “net cost to BPCL” of two or more bidders works out to be the same, then the contract shall be awarded to the bidder who has quoted shorter delivery period.** The contracts shall be finalized at the quoted/negotiated rates in line with clause 4 of Annexure V.
- ii. In the event it becomes necessary for the Corporation to procure Gold Medallions at different rates, then the Corporation reserves the right to make order allotment in such a way so as to enable the Corporation to get the maximum advantage.
- iii. In the event the bidder who has offered the best rates, fails to supply the Gold Medallions, BPCL may place orders with the next best bidder, if considered necessary.
- iv. Corporation reserves its right to allow Public Sector Enterprises (Central/ State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Bidder at the time of evaluation of the price bid.

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

BPCL’s decision on award of Contract shall be final and binding on all the bidders.

20. Owner's Right to Accept Any Bid and to Reject Any or All Bids

The Corporation is not bound to accept the lowest offer and reserve the right to accept any Bid or reject any and/ or every tender without assigning any reason whatsoever and/or place order on one or more bidders and/ or carry out negotiations with any bidder in the manner considered appropriate by the Corporation without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Owner's action. Corporation also reserves the right to reject any un-workable offer.

Purchase preference would be given to Public Sector Enterprises as per directives of the Government of India.

21. Letter of Intent/ Purchase Order

Prior to the expiration of the period of bid validity, the Owner will notify the successful bidder in writing in the form of LOI, that its Bid has been accepted.

22. Anti –Competitive Agreements/Abuse of Dominant Position:

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. Besides taking punitive action as enshrined under Integrity Pact, BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then bidders shall be bound by the provisions of the said statute.

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

24. Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during finalization of the tender.

25. Proforma for Price bid

a) Cost of Gold Medallions

Field Name	Item Description	Unit
LBMA AM rate of Gold as on 30/08/16	1318.85	USD/troy ounce
Weight conversion factor	32.150747	Troy ounce/kg
Discount rate [in %]	This shall be the % discount bidder shall offer to BPCL on the LBMA AM Gold rate. It cannot be less than 0 [zero]	%
Quantity of 995 fineness Gold to be supplied by the bidder	35.383	kg
Currency Exchange rate, equal to SBI BC selling rate as on 30/08/16	67.09	INR/USD

INSTRUCTIONS TO BIDDER

Import/Custom duty [in Rs. per gm]	Import and custom duty payable on Gold	Rs per gm
Incidental charges including the cost of getting the coins Hallmarked [in Rs. per kg]	It shall include die-making charges, conversion/ making charges, process loss in making Gold Medallions, packing & certification/ assayer charges <u>including cost of getting the coins Hallmarked</u> , all risk insurance charges, safe custody/ storage charges and all other charges not covered elsewhere. Incidental charges shall be quoted by the bidder on firm price basis and no variation whatsoever shall be allowed on these charges during the execution of the Contract.	Rs per kg
Excise duty [in %]	Excise duty payable on Gold Coins	%
Applicable Sales Tax/VAT [in %]	Sales Tax payable sale and delivery of Gold Coins	%
LBMA AM rate of Gold as on the due date of this tender [in USD per troy ounce]	LBMA AM rate that would be used for the purpose of tender evaluation-to be filled by BPC	USD/troy ounce
Currency Exchange rate, equal to SBI BC selling rate as on the due date of this tender	Currency exchange rate that would be used for the purpose of tender evaluation-to be filled by BPC	INR/USD
Total Cost of Gold Medallions	Calculated field as per formula given under clause 18 of Annexure I	INR
Proportion of Gold price to be paid as advance payment [in %]. This proportion cannot be more than 95%	Proportion of Gold price (as defined in clause 4(a) of Annexure V) to be paid as advance payment. This proportion cannot be more than 95%.	%
Delivery Period. [no. of days] It cannot be more than 60 days.	This is the maximum period the bidder shall take to deliver the material after placement of Lol (excluding the date of issue of LOI). It cannot be more than 60 days. Bidder is requested to quote her best delivery schedule. Time of delivery mentioned in the bid shall be essence of the agreement in the event of placement of order and no variation shall be permitted except with prior authorization in writing from the corporation. Bidder quoting least delivery period shall be preferred in case he is one of the 2 or more bidders who become eligible for orders based on the "Net cost to BPCL". Delivery period shall also be taken into account while calculating the loading for the purpose of price bid evaluation.	no. of days
Loading Factor	Calculated field as per formula given under clause 18 of Annexure I	INR
Subtotal	Sum of the "Total cost of gold medallion" and "Loading Factor"	INR

b) Delivery Charges

Location	No. of Gold medallions delivered [numbers]	Delivery charges incl octroi [in Rs. per Gold medallion]	Total Delivery charges incl octroi [in Rs. per Gold medallion]
		Cost of delivering the Gold medallions at the addresses as mentioned in annexure VI including Octroi, entry tax, local body tax sales tax on freight etc	Calculated field as per formula given under clause 18 of Annexure I
Noida	260		
Allahabad	134		
Chandigarh	104		
Delhi - Reseller	469		
Jaipur	202		
Lucknow	166		
Delhi- Direct	62		
Udaipur	132		
Jalandhar	175		
Chennai- Reseller	301		
Coimbatore	179		
Secunderabad	105		
Bangalore	150		
Kochi	130		
Chennai - Direct	3		
Vizag	134		
Belgaum	103		
Madurai	89		
Mumbai - Reseller	300		
Mumbai - Direct	31		
Nagpur	194		
Raipur	139		
Pune - Reseller	199		
Ahmedabad	136		
Rajkot	96		
Bhopal	134		
Pune - Direct	56		
Surat	184		
Kolkata- Reseller	108		
Patna	93		
Ranchi	143		
Bhubaneswar	100		
Guwahati	84		
Kolkata- Direct	38		

General Instructions to bidders for E-Tendering

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpacleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpacleproc.in>.
2. For registration on the e-tender site <https://bpacleproc.in>, one can be guided by the “*Instructions to Vendors*” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “*Register*” link and fill in the requisite information in the “*Bidder Registration Form*”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform the bidder administrator @ sumankumar@bharatpetroleum.in with a copy to sharmaam@bharatpetroleum.in / gunjanomprakash@bharatpetroleum.in for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, bidders are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the bidder.**

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

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

General Instructions to bidders for E-Tendering

5. Bidders are required to complete the following process online on or before the due date of closing of the tender:

A. Techno-Commercial bid

- i Accept the contents of the following annexures in toto by clicking on the button provided on the screen below each one of them:
 - a. Instructions to bidder Annexure I
 - b. General Instructions to bidder for e-tendering Annexure II
 - c. Technical Specifications Annexure IV
 - d. The terms & conditions of Agreement Annexure V
 - e. Delivery Particulars Annexure VI
 - f. Bank Guarantee Format Annexure VII
- ii Proforma of **Integrity Pact** (IP) has been uploaded as **Annexure III** of tender documents. Bidder shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by bidder along with other bid documents.
- iii Fill in the BQC data and upload all the following BQC documents (in pdf or jpg format) –
 - a) Copy of the authorization letter from RBI for importing and dealing in gold (in case of Scheduled Bank) or a copy of the Government License/Certificate giving them the authority to deal in gold (in case of other bidders).
 - b) Copies of invoices raised during any continuous 12 months period in the last 7 years from the due date of bid submission, accompanied with the corresponding purchase order.
 - c) Copies of Audited Balance Sheet and Profit & Loss Account statements for the last available three consecutive accounting years prior to the due date of bid submission.
- iv Upload the other documents as under (in pdf or jpg format) –
 - a) Integrity Pact (IP) duly signed and witnessed
 - b) Copy of PAN Card
 - c) Certified copies of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies' (if applicable).
 - d) Authority letter and power of attorney in favor of constituted attorney (if applicable).
- v Online fill in information in the Credential Bid Form and Declaration form.

General Instructions to bidders for E-Tendering

- vi Submit the EMD [if applicable] in physical form or upload a copy of valid NSIC Registration Certificate/ Review certificate duly attested by a gazetted officer/Self-attested, and/or a self-attested copy of all the pages of the EM-II certificate issued by any authority mentioned in the Public Procurement policy of MSEs-2012 or self-attested copy of Udyog Aadhaar Memorandum (UAM), as proof of exemption thereof.

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

B. Price bid

Online fill in the quotes in the price bid form. The proforma of the price bid form has been provided in annexure I.

6. Price bid of only those bidders shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Bidders are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves at the earliest.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid.
 - (iv) If the bidder intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. **However, if the bidder is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the bidder against the tender and consequently the bidder will be out of contention.** The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

General Instructions to bidders for E-Tendering

- (v) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vii) No manual bids/offers along with electronic bids/offers shall be permitted.
8. For tenders whose estimated procurement value is more than Rs. 10 lakhs, bidders can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, bidders shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
9. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that bidders who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
10. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

- 1. For system related issues :
 - a. M/s. E-Procurement Technologies Ltd at contact no. Tel: +91 79 4001 6816 | 6848 | 6844 | 6868 followed with a e-mail to support@bpcleproc.in

General Instructions to bidders for E-Tendering

- b. Procurement Manager of M/s. BPCL at contact no. +91-22-24176415 followed with a e-mail to ID sharmaam@bharatpetroleum.in

2. For tender related queries:

- a. Mr. Arvind M Sharma of BPCL at contact no. +91-22-24176415 followed with an email to ID sharmaam@bharatpetroleum.in
- b. Mr. Maneesh Patney of BPCL at contact no. +91-22-24176417 followed with an email to ID patneym@bharatpetroleum.in

The responsible person of the tender is Mr. Maneesh Patney of BPCL at contact no. +91-22-24176417.

INTEGRITY PACT**Between**

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

And

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for the supply of **4933 nos. of Gold Medallions of various denominations aggregating to 35.383 kg.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

Section 1 - Commitments of the Principal

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

- (a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular,

Signature :



Seal :

- before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

- (1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- (c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part

Signature :
Seal :



of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

Signature :
Seal :



- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

Signature :
Seal :



- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

Section 7 – Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors

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

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and

Signature :
Seal :



documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentially.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as

Signature :
Seal :



specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 - Other provisions

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



For the Principal

Place Mumbai.....

Date

For the Bidder/Contractor/
Supplier

Witness 1 :
(Signature/Name/Address)

Witness 2 :
(Signature/Name/Address)

Signature :
Seal :

Technical Specifications

1. Product
Gold Medallions
2. Purity
995 Fineness with BIS Hallmark
3. Shape
Circular
4. Weights and Diameter
Weights and diameter of various types of Gold Medallions to be supplied & distributed under this contract are:
 - a. Gold Medallion of 0.5 gms
 - b. Gold Medallion of 1 gms
 - c. Gold Medallion of 2 gms
 - d. Gold Medallion of 3 gms
 - e. Gold Medallion of 5 gms
 - f. Gold Medallion of 10 gms
 - g. Gold Medallion of 20 gms
 - h. Gold Medallion of 50 gms
 - i. Gold Medallion of 100 gms

Diameter to be as per the standards followed by the manufacturer

- j. Tolerance
No negative tolerance in respect of weight, purity/fineness
- k. Embossing
Each medallion should be marked with the purity of gold, BIS logo, assayer logo and manufacturer's logo
Medallions shall be also embossed as per the Artwork given below:

Front



Back shall be same as given in the artwork below



I. Packing :

Each Gold Medallion must be elegantly packed in laminated card (as per picture given above) bearing certificate of authorized Assayer of Gold Medallion with purity number and weight. **The background color of the card should be Golden Yellow.**

This laminated card containing gold coin should sit neatly in the window provided in the **velvet pouch of Azure Blue color**. The velvet pouch in turn should snugly fit in a paper box/sleeve. This paper box/sleeve shall be approximately **28 x 16.5 x 2.5 cm** in size having a window on its front side that is covered with some transparent sheet (see picture below).





**TERMS & CONDITIONS OF AGREEMENT FOR
PROCUREMENT OF GOLD MEDALLIONS PACKAGES**

1. MATERIAL TO BE SUPPLIED

- (a) The successful bidder on whom Lol/ Purchase Order is placed shall duly supply Gold Medallions manufactured and packed as per the technical specifications given in annexure IV, to the Corporation at the rate and delivery schedule specified in the Lol/ Purchase Order.
- (b) The successful bidder shall initially submit one (1) number of each type of Gold Medallion along with packing as depicted in the technical specifications to BPCL within 15 (fifteen) days from issue of Lol for its approval before start of mass production. The sample should be exactly as per the artwork provided by BPCL & the packing should be as per the technical specification confirmed. The days between the receipt of the sample & BPCL confirmation date will not be a part of the delivery period and the delivery date shall be adjusted accordingly. If acceptable, these samples shall become the property of BPCL and shall form part of total ordered quantity.
- (c) Quantity of Gold Medallions to be supplied shall be as indicated in the Lol/ Purchase Order.

2. SUPPLY AND PERFORMANCE GUARANTEE

The successful bidder, within 10 days of placement of Letter of Intent (Lol) shall deposit an amount of **Rs.10 lakh** with BPCL towards Supply and Performance Guarantee. No interest is payable by BPCL on the amount for Supply and performance guarantee so collected. This amount shall have to be deposited by way of crossed A/c Payee demand draft drawn on any Nationalized or scheduled bank in favor of **M/s Bharat Petroleum Corporation Ltd.** and payable at **Mumbai**. Successful bidder shall submit a written request to the Corporation for its consideration in case he wishes to convert EMD to Supply and performance Guarantee.

The said supply and performance guarantee shall be refunded within 15 (fifteen) days after the release of final payment. BPCL shall be entitled to deduct from this amount any loss or damage which BPCL may be put to by reason of any act or defective material, price reduction or any other liabilities or default recoverable by BPCL from the successful bidder and to call upon the successful bidder to maintain the amount at the original level during the tenure of the contract, by making further deposits.

3. SET OFF

Any sum of money due and payable to the successful bidder (including the supply and performance guarantee amount returnable to him), may be appropriated by BPCL against any claim arising against the successful bidder.

4. PRICE

The price payable shall consist of the following:

$$a) \text{ Price of Gold} = ((GR*[995/999]*WC*[1 - d/100]*Q*Ex) + [Q*ID*1000]) * [1+ED/100]*[1+ ST/100]$$

where,

GR = LBMA AM rate of Gold as on the specified date [in USD per troy ounce]

WC = Weight conversion factor [kg per troy ounce], 1 kg= 32.150747 ounces

d = discount rate quoted/negotiated [in %]

Q = **Net quantity** of 995 fineness Gold supplied [in kg],

Ex = Currency Exchange rate, equal to SBI BC selling rate as on the specified date

ID = Import/Custom duty [in Rs. per gm]

ED = Excise duty [in %]

ST = Applicable Sales Tax/VAT [in %]

Specified date shall be one day after placement of LOI.

In case LBMA does not publish its AM rate on the date for working out the notional price/actual price of Gold as detailed above, the AM rate on the very next date when LBMA publishes such rate shall be considered.

$$b) \text{ Incidental Charges} = [IChg*Q]*[1+ED/100]*[1+ ST/100]$$

where,

IChg = incidental charges quoted/negotiated by the successful bidder [in Rs.per kg]

$$c) \text{ Delivery Charges} = \sum_{i=1}^{34} Fr_{ti} * N_i$$

where,

Fr_t = Delivery Charges (including octroi, entry tax, local body tax, sales tax on freight etc complete) as quoted/negotiated by the successful bidder for location "i" [in Rs. per Gold medallion]

N_i = No. of Gold medallions delivered to location "i" [in numbers]

5. PAYMENT

All payment(s) under the Contract shall be made to the Successful bidder directly. The Successful bidder shall submit the entire set of invoice and other documents for release of payment to:

**BUSINESS PROCESS EXCELLENCE CENTRE
4th FLOOR, BPCL OFFICE COMPLEX
PLOT NO. 6 SECTOR – 2
BEHIND CIDCO GARDEN, KHARGHAR
NAVI MUMBAI-410210**

BPEC email address: z_sschelpdesk@bharatpetroleum.in

BPEC Toll free number for payment related queries: 1800 22 4221

Final Payment shall be the total price payable as per clause (4) above, including incidental charges & freight **less** amount already paid to the

Successful bidder as advance (if any), PR and/or any other penalty/interest due from the Successful bidder.

It shall be released by BPCL on the fifteen (15) day of receipt of material at locations subject to submission of the following documents at our office:

- Tax Invoice
- Full reconciliation statement for the quantities ordered
- acknowledgments of the receipt of gold Medallions by the nominated employees/officers in respective BPCL offices as per format given in **Annexure VI** and
- Consolidated certificate of Assayer.

Successful bidder shall be required to submit all proofs of delivery for the order(s) given in one lot and not in piecemeal. Certificates for incomplete lots will not be accepted.

If the final payment works out to be negative, the same shall be refunded by the Successful bidder to BPCL within 10 (ten) days of the intimation of the same by BPCL failing which BPCL shall have the right to realize the same by forfeiting the Supply & Performance Guarantee and/or Advance Bank Guarantee furnished by the Successful bidder.

Successful bidder can also request for **Advance Payment** up to whatever percentage they have asked for in their price bid but **not exceeding 95%** [ninety five percent] of the price of the Gold for the **total quantity** of 995 fineness Gold supplied, as defined in clause 4(a) above. Advance payment shall be made only against a Bank Guarantee (BG) of equivalent amount, as per clause (6) below. It shall be released by the Corporation within four (4) working days of acceptance of the Purchase Order, submission of the Bank Guarantee and receipt of Performa Invoice for advance payment, whichever is later.

6. BANK GUARANTEE IN LIEU OF ADVANCE PAYMENT

Successful bidder shall have to furnish a Bank Guarantee (BG) for Advance payment equivalent to the amount of advance payment sought along with the acknowledgment of Lol. The bank guarantee will be in favor of Bharat Petroleum Corporation Limited, Mumbai in the format provided at **Annexure-VII**.

The bank guarantee shall be issued by:

- a. A Public Sector Bank
- b. A Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crores or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or
- c. Any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by reputed rating agency.

In case the successful bidder is itself a Scheduled Bank, the bank guarantee would have to be issued by a Bank, other than the successful bidder.

The bank guarantee shall be initially valid for a period of two and a half (2½) months from the date of issue of Lol. In the event of delay in completion of distribution of gold Medallions as per the terms & conditions contained herein, validity of the Bank Guarantee shall be further extended as required by BPCL, but not exceeding the date of issue of **completion certificate by BPCL for full and final execution of the Contract.**

7. INSPECTION

- a) BPCL and/or its nominated inspector(s) may carry out the pre-despatch inspection of the Gold Medallions before the despatch to its offices. Hence, successful bidder has to give a notice of at least ten (10) days before the despatch to BPCL so as to give sufficient time to carry out the inspection. This intimation & inspection shall be a part of the delivery period and in no case this will have any effect on the delivery period. Any delay on account of BPCL, however, shall be adjusted in the delivery period.
- b) The costs related to travel and stay of its staff and/or consultants would be borne by BPCL.
- c) BPCL reserves the right to cancel the order in part or full in the event of failure of the consignment to meet any of the technical specifications required for the Gold Medallions noticed during the pre-despatch inspection. The successful bidder shall also be liable for damages.
- d) Even if the pre-despatch inspection is fully carried out, the successful bidder shall not be absolved from its responsibilities to ensure that the Material is supplied strictly to conform and comply with all the requirements of the Contract. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material comply with the requirements of the Contract.
- e) Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material at location, any Material is 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 successful bidder liable for non-performance of the Contract.
- f) In case of any serious discrepancy observed at any stage (like Gold supplied not meeting the specifications, embossing not as per artwork and specifications etc.) that cannot be rectified, the successful bidder shall have to replace the entire consignment as per the specifications. In case of any financial loss to BPCL, the Bank Guarantee for Advance Payment and/or Supply & Performance Guarantee may be invoked to make good the loss or damage. BPCL's decision in this regard shall be final and binding on the successful bidder.

8. DELIVERY

- a) The sole responsibility of supply & delivery of Gold Medallions in proper packing as per BPCL's requirement lies with the successful bidder. Gold Medallions are required to be delivered at various locations mentioned in Annexure VI (Delivery Particulars) within the **delivery period quoted by the successful tenderer but not exceeding 60 (sixty) days from the date of LOI** (excluding the date of issue of LOI).
- b) The Successful bidder shall give a prior intimation of at least seven (7) days before the visit to the officer in-charge/ nominated officer of each BPCL office and obtain his/her prior confirmation in writing for the visit. A copy of intimation letter should also be sent to the office of the Procurement Leader CPO – Group V through email and/or fax.
- c) In case some officer in-charge/ nominated officer are absent due to leave, tour or any other reason on the date of visit, then the Gold Medallions to be handed over to that officer in-charge/ nominated officer may be handed over to an alternate employee/officer having a valid letter of authority from the concerned officer in-charge/ nominated officer to collect the Gold Medallion on his/her behalf.
- d) The successful bidder should provide the receipt / acknowledgment of the Gold Medallions from all the offices mentioned as per the **Delivery Acknowledgement Format** given in Annexure VI. The receipt date/ acknowledgment date mentioned therein, shall be considered for the purpose of calculating the delivery period and any penal action (if applicable).

The completion certificate will be issued by BPCL on being fully satisfied regarding execution of the Contract as per terms and conditions contained herein.

9. CONSOLIDATED CERTIFICATE OF ASSAYER

In addition to certification of individual Gold Medallions, the successful bidder shall also submit a separate consolidated paper certificate of assayer specifying the number and denomination of medallions certified by them.

A copy of the certificate will be sent to the locations as well as to the BPCL Sewree office either through mail/courier/email. The delivery without the Assayer certificate will not be considered as complete delivery and is liable to attract penal action in case the final delivery overshoots the 60 days period from LOI date.

10. RESPECT FOR DELIVERY DATES AND PRICE REDUCTION (PR) CLAUSE:

- a) The time and date of Delivery of Material as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material has been fixed with reference to the said Delivery date(s).

- b) If any delay is anticipated by the successful bidder in the delivery of the Material beyond the stipulated date(s) of Delivery, the successful bidder shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the successful bidder to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- c) The inability of successful bidder to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to
- i. Accept delayed delivery at prices reduced by a sum equivalent to one half of one percent (1/2 %) of the Contract Price of the Gold Medallions not delivered for every week of delay or part thereof, limited to a maximum of 5% of total contract value. Receipt date/ acknowledgment date mentioned in the Delivery acknowledgement form shall be considered as delivery completion date for calculation of PR.
 - ii. Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the successful bidder, without prejudice to its right under (i) above in respect of goods delivered.

Additionally, in case BPCL has made advance payment and the delivery of Gold Medallions gets delayed beyond the period specified in the LOI/PO, BPCL shall load interest on the successful bidder for a minimum of 15 days at the prevailing SBI PLR RATES on the advance amount paid for only the undelivered quantity of the contract. For any delay beyond 15 days, actual number of days of delays would be taken into consideration.

11. RISK PURCHASE

If the Successful bidder fails to deliver the Gold Medallions as per agreed schedule and destinations to BPCL authorized staff as per Annexure VI, BPCL shall be free to cancel the LOI/PO for the balance quantity. Notwithstanding the above, BPCL also reserves the right to procure same or similar material through other sources at defaulting Successful bidder's entire risk, cost and consequences.

The defaulting successful bidder must deposit the money within 15 (fifteen) days of demand for this purpose to BPCL Sewree office, failing which the successful bidder's advance bank guarantee and / or Supply and Performance Guarantee would be invoked.

Successful bidder shall continue the execution of the Order/Contract under all circumstances, to the extent not cancelled.

12. DELIVERY FAILURE AND TERMINATION & CONSEQUENTIAL DAMAGES

The parties hereto agree that the timely despatch/delivery as stipulated in order/contract shall be the essence of the Order/Contract. If the successful bidder fails to complete the delivery within the time period stipulated in the order/contract, or within any extension of time granted by the Owner, it shall be lawful for the Owner to recover damages for breach of order/contract without prejudice to any other rights and/or remedies provided for, in the order/contract and hereunder.

13. INSURANCE

- a. The successful bidder, at its own cost, shall arrange, secure and maintain insurance to protect his interests and the interests of the Owner, against all risks as detailed herein.
- b. The successful bidder shall be responsible for preferring all claims and make good the damage or loss by way of repairs and/or replacement of the material damaged or lost till the medallions are delivered to the authorized officer In-charge of BPCL.
- c. Any loss or damage to the Gold Medallions during handling, transportation, storage till such time the same are taken over by the Employees/Officers of BPCL, shall be to the account of the successful bidder.
- d. The risks that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, theft, pilferage, riots, civil commotion, earthquakes, floods, weather conditions, accidents of all kinds, fire, war risk and such other risks until delivery of Gold Medallions to employees/officers and/or custody of the same is with Successful bidder. The scope of such insurance shall cover the entire Order/Contract value.
- e. All costs on account of insurance liabilities covered under the Order/Contract shall be to the account of successful bidder.

14. RISK IN STORES

The stores and every constituents part thereof, whether in the possession or control of the successful bidder, his agents or servants or a carrier or in the joint possession of the successful bidder, his agent or servants and the Owner, his agents or servants shall remain in every respect at the risk of successful bidder until their actual delivery to the authorized representative or designated officers at all offices, at the stipulated place or destination or where so provided in the acceptance of offer. The successful bidder shall be solely responsible for all loss, destructions, damage or deterioration of or to the stores from any cause whatsoever, while the stores after approval by the Inspection Agency are awaiting despatch or delivery or are in the course of transit from the successful bidder to the Owner, as the case may be.

15. TRANSFER, SUB-LETTING/ASSIGNMENT/SUB-CONTRACTING

- a. The successful bidder shall not sublet, transfer or assign this order/contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of the Owner. In the event of successful bidder sub-letting, transferring or assigning this order/contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the Owner shall be entitled to cancel the order/contract and to purchase the stores from elsewhere at risk and costs of the successful bidder and the successful bidder shall be liable for any loss or damage which the Owner may sustain in consequence of, or arising out of such risk purchase.
- b. If the successful bidder is an individual or a proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the owner is satisfied that the legal representative of the individual successful bidder or the proprietor of proprietary concern and in the case of partnership, surviving partners are capable of carrying out and completing the Order/Contract, the Owner shall be entitled to cancel the Order/Contract as to its incomplete and without being in any way liable to payment of any compensation to the estate of successful bidder and/or to the surviving partners of the successful bidder's /successful bidder firm on account of the cancellation of the order/contract.
- c. Terms and Conditions shall not get affected in case of merger/amalgamation/re-arrangement/takeover etc.
- d. The decision of the Owner that the legal representatives of the deceased successful bidder or surviving partners of the successful bidder's /successful bidder firm cannot carry out and complete the order/contract shall be final and binding on the parties hereto.

16. RECOVERY OF SUMS DUE

It is also agreed and understood that for the purpose of calculating the damages recoverable, it will be assumed that the contract continued to remain valid even after expiry of the contract period and the owner shall be entitled to recover such sums from any sum including the supply and performance guarantee, then due or when at any time thereafter may become due from the successful bidder under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the successful bidder shall pay to BPCL on demand the balance remaining due.

17. FORCE MAJEURE

(A) Definition: The term “**Force Majeure**” means any event or circumstance or combination of events or circumstances that affects the performance by the successful bidder of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the successful bidder's reasonable control and were not reasonably foreseeable and the effects of which the

successful bidder could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. **Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause**

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

(B) Notice and Reporting:

- (i) The Successful bidder shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify the BPCL in writing of such event of Force Majeure and provide the following information:
 - (a) Reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
 - (b) such date of commencement and an estimate of the period of time required to enable the successful bidder to resume full performance of its obligations; and
 - (c) all relevant information relating to the Force Majeure and full details of the measures the successful bidder is taking to overcome or circumvent such Force Majeure.
- (ii) The Successful bidder shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such

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

(C) Mitigation Responsibility:

- (i) The Successful bidder shall use all reasonable endeavours, acting as a Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Successful bidder claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- (ii) The Successful bidder shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.
- (iii) The Successful bidder shall notify BPCL when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

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

- (i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and
- (ii) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.
- (iii) In the event of any shortfall in the delivery of the material due to occurrence of a force majeure event for a continuous period of 30 (thirty) days or more, Corporation may solely at their discretion reduce the total contracted quantity, to the extent of the quantities of material which were required to be supplied during the existence of the force majeure conditions on a prorata basis, and the successful bidder shall not be entitled to claim any damages from the Corporation on account thereof. Nor the Corporation shall be entitled to claim damages from the successful bidder on account of non-delivery of such quantity pruned from the total contracted quantity.

(E) Force Majeure Events Exceeding 60 Days

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

18. COMPLIANCE OF REGULATIONS

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

19. INDEMNIFICATION

Successful bidder shall fully indemnify and keep indemnified the Owner against all claims of whatsoever nature arising during the course and out of the execution of this Order/Contract.

20. SETTLEMENT OF DISPUTES

- a. Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by Owner, subject to written appeal by the successful bidder to the Owner, whose decision shall be final.
- b. Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- c. The successful bidder shall continue to perform the Order/Contract, pending settlement of dispute(s).

21. ARBITRATION

- a) Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set-off or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement other than those in respect of which, the decision of any person is, by the purchase order or Agreement, expressed to be final and binding, shall be referred to the sole arbitration of the Director (Marketing) of the Corporation who may either himself act as the arbitrator or nominate some other Officer of the Corporation, irrespective of his relationship with the corporation, to act as the Arbitrator.
- b) 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 successful bidder will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer and/or shareholder of the Corporation.

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- c) In the event of the Arbitrator to whom the matter is originally referred to being transferred, he shall be entitled to continue with the Arbitration proceedings notwithstanding his transfer, unless the Director (Marketing) at the time of such transfer or at any time thereafter, designate another person to act as Arbitrator in his place in accordance with the terms of this agreement.
- d) In the event of the Arbitrator to whom the matter is originally referred, vacating his office or being unable to act for any reason, the Director (Marketing) at the time of vacation of office or inability or refusal to act, shall designate another person to act as arbitrator in accordance with the terms of this agreement.
- e) The Arbitrator newly appointed by the Director (Marketing) under clause (c) or under clause (d) above shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- f) It is an express term of this contract that no person other than the Director (Marketing) or a person nominated by such Director (Marketing) of the Corporation as aforesaid shall act as Arbitrator hereunder. If for any reason Director (Marketing) is unable or unwilling or refuses or fails to act as Arbitrator or nominate an Arbitrator then the Matter in dispute shall not be referred to Arbitration at all.
- g) The language of the proceedings will be English and the place of proceedings will be Mumbai.
- h) The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act , 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the Arbitration proceedings under this clause.
- i) The award shall be made in writing and published by the Arbitrator as required under the law.
- j) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and /or documentary as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 or any subsequent amendment thereof, including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- k) The party against whom the arbitration proceedings have been initiated , that is to say, the respondent in the proceeding, shall be entitled to prefer a cross – claim, counter-claim or set-off before the arbitrator in respect of any matter in issue arising out of or in relation to the agreement without seeking a formal reference for arbitration to the Director (Marketing) for such counter-claim, cross-claim, or set-off and the arbitrator shall be entitled to consider and deal with the same as if the matters arising there from have been referred to him originally and deemed to form part of the reference made by the Director (Marketing).

- l) The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineer or other technical person to assist him and to act on the opinion taken from such person.
- m) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties. The arbitrator shall be entitled to direct anyone of the parties to pay the costs of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the Arbitrator's expenses whenever called upon to do so.
- n) 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.

22. NON WAIVER

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

23. COMPLIANCE OF REGULATIONS

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

24. CANCELLATION :

- a) BPCL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the bidder if.
- The bidder fails to comply with the terms of this purchase order/contract.

- The bidder becomes bankrupt or goes into liquidation.
 - The bidder fails to deliver the goods on time and/or replace the rejected goods promptly.
 - The bidder makes a general assignment for the benefit of creditors.
 - A receiver is appointed for any of the property owned by the bidder.
- b) Upon receipt of the said cancellation notice, the bidder shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the bidder's agreed price if any, from the bidder and also reserving to itself the right to forfeit the security deposit if any, made by the bidder against the contract. The bidder is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this-event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the bidder shall pay to BPCL, fair compensation to be agreed upon between BPCL and the bidder. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 10 as aforesaid.

25. JURISDICTION

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 in the concerned courts in the aforesaid city only.

26. VALIDITY OF THE CONTRACT

The total requirement shown in this contract is for the **delivery period quoted by the successful bidder but not exceeding 60 (sixty) days** from the date of placement of Lol (excluding the date of Lol).

In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

27. HOLIDAY LISTING:

- (a) The following expressions used in this clause shall have the meaning indicated against each of these, unless the context otherwise requires:

- Agency: “Party/Contractor/Supplier/Bidder/Consultant/Bidder/Licensor” in the context of these guidelines is indicated as ‘Agency’; “Party/Contractor/Supplier/Bidder/Consultant/bidders/Licensor” shall mean and include a public limited company or a private limited company, a joint venture, Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.
- Appellate Authority: “Appellate Authority” shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the “Competent Authority”.
- Competent Authority: “Competent Authority” shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:
 - The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager
- Corporation: “Corporation” means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.
- Corrupt Practice: “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- Fraudulent Practice: “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;
- Collusive Practice : “Collusive Practice” amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- Coercive Practice: “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement

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process.

- Officer-in-Charge: “Officer –in-Charge (OIC)” or “Engineer-in-Charge (EIC)” shall mean the person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.
- Malpractice : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
- Misconduct : “Misconduct” means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines
- Nodal Department: “Nodal Department” means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.
- Bidder De-listment Committee: “Bidder De-listment Committee” relevant to the procurement department which initiates the holiday listing process would be the same as the bidder enlistment Committee as per DR&A of the concerned SBU/Entity.

(b) An Agency may be placed in Holiday List for any one or more of the following circumstances for the period mentioned herein:

i. In the context of its dealings with the Corporation:

S. No	Reasons for holiday listing	Period of holiday listing
1	Indulged in malpractices resulting in financial loss to the Corporation	15years
2	Submitted fake, false or forged documents / certificates	3years
3	Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials/documents/drawings/tools or plants or equipment supplied by BPCL	15years
4	Has deliberately violated and circumvented the provisions of labour laws/regulations/rules, safety norms, environmental norms or other statutory requirements	3years
5	Has deliberately indulged in construction and erection of defective works or supply of defective materials	3years
6	has not cleared BPCLs previous dues if applicable	1year
7	Has committed breach of contract or has abandoned the contract	3years
8	Poor performance of the Agency in one or several contracts	1year

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9	Has not honoured the fax of award/letter of award/ Contract/Purchase order after the same is issued by BPCL	1year
10	Withdraws/revises the bid upwards after becoming the L1 bidder	1year
11	Has parted with, leaked or provided confidential/ proprietary information of BPCL to any third party without the prior consent of BPCL	15years

- ii. Following additional grounds can also be reasons for Holiday Listing of an agency:

S. No	Reasons for holiday listing	Period of holiday listing
1	If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3years
2	Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor	3years

- iii. In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPCL based on the Ministry's advice

(c) Provision for Appeal

- An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;
- On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;
- After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency;
- After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate

Authority may either :

- i. Uphold the decision of Competent authority with or without any variation/lesser period of Holiday Listing; OR
 - ii. Annul the order of the Competent Authority.
- No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

(d) Effect of Holiday Listing

- No enquiry/bid/tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- If an 'Agency' is put on the Holiday list during tendering:
 - i. If an 'Agency' is put on Holiday List after issue of the enquiry/bid/tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD, if submitted by the 'Agency' shall be returned. If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned .
 - ii. If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest(L1). In such situation next lowest shall be considered as L1;
 - iii. If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

(e) Revocation of suspension order

“A Holiday Listing order may, on a review during its currency of operation, be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence. “

The entire guidelines and procedures for Holiday Listing are available in BPCL website and they can be accessed @: <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf> .

Delivery Particulars**1. Delivery Addresses**

Material shall have to be handed over to the authorized/nominated officer-in-charge available at the delivery addresses mentioned below:

Sr.No.	ADDRESS
1	MR. KUMAR NANDAN SINGH TERRITORY MANAGER-LUBES BHARAT PETROLEUM CORP.LTD. Sitapura Industrial Area, Sanganer JAIPUR-302022 MOBILE NO. 8058199788 OFFICE : 0141 2771264
2	MR. AJAY KUMAR YADAV TERRITORY MANAGER-LUBES C/O BPCL(BHARAT PETROLEUM) DEPOT NEAR RANA PRATAP NAGAR RAILWAY CROSSING UDAIPUR-313001 (Tel.no.0294 2493056) MOBILE: 8004935611
3	MR. VARUN SINGH TERRITORY MANAGER-LUBES BHARAT PETROLEUM CORP.LTD. TEL BHAVAN,PLOT NO. - 6A SECTOR-19B, MADHYA MARG CHANDIGARH - 160019 MOBILE:9810041905 OFFICE : 0172 2725138
4	MR. ANKUR BHATNAGAR TERRITORY MANAGER-LUBES BHARAT PETROLEUM CORP.LTD. SUCHI PIND DEPOT, JALLANDHAR - 144009 MOBILE: 8872031725 OFFICE : 01812421646

5	Mr. Maninder Singh
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORP.LTD.
	17-A HASTING ROAD
	ASHOK NAGAR
	ALLAHABAD-211 001
	MOBILE: 9592100261, Office 0532 2424722
6	MR. Dinesh S. Dhekne
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORP.LTD.
	94, MAHATMA GANDHI MARG
	P.O. NO. 31,
	LUCKNOW - 226001.
	MOBILE : 9532779188, OFFICE : 0522 2236889, 2239689
7	MR. ANIL BAHAL
	TERRITORY MANAGER-LUBES
	BHARAT PETROELUM CORP LTD
	A 5 & 6, SEC 1 , (GROUND FLOOR)
	NOIDA
	DISTT GAUTAM BUDH NAGAR,
	U.P. 201301
	MOBILE:7840056213, OFFICE : 0120 2474118
8	MR. ABHISHEK GAUR
	TERRITORY MANAGER-DELHI RESELLER
	BHARAT PETROLEUM CORP.LTD.
	ECE HOUSE, 28-A, K.G. MARG
	CONNAUGHT CIRCUS
	NEW DELHI-110001
	MOBILE: 9599594888, OFFICE : 011 23326369
9	MR. KUNTAL RASTOGI
	TERRITORY MANAGER-DELHI DIRECT
	BHARAT PETROLEUM CORP.LTD.
	ECE HOUSE, 28-A, K.G. MARG
	CONNAUGHT CIRCUS
	NEW DELHI-110001
	MOBILE : 9869472456, OFFICE : 011 23711497/498

10	MR. AMARNATH DEB
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORPORATION LTD.
	DU PARC TRINITY
	PLOT NO.17, M.G.ROAD
	7TH FLOOR, TRINITY CIRCLE
	BANGALORE -560001
	MOBILE: 9900897774, OFFICE : 080 22975470
11	Janga Ramakrishna
	TERRITORY MANAGER-LUBES(RESELLER)
	BHARAT PETROLEUM CORP.LTD.
	1, RANGNATHAN GARDENS
	OFF. 11TH MAIN ROAD
	P.B. NO.1213
	ANNANAGAR (WEST)
	CHENNAI - 600040
	MOBILE : 9003257789, OFFICE : 044 26142371
12	YOGANAND MAMILLAPALLI
	TERRITORY MANAGER-LUBES (DIRECT)
	BHARAT PETROLEUM CORP.LTD.
	1, RANGNATHAN GARDENS
	OFF. 11TH MAIN ROAD
	P.B. NO.1213
	ANNANAGAR (WEST)
	CHENNAI – 600040
	MOBILE : 9442143252, OFFICE : 044 26142018
13	MR. B. K. SRINIVASAN
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORP.LTD.
	1 ST FLOOR, QUALITY ASSURANCE LAB,
	IRIMPANAM INSTALLATION,
	SEAPORT AIRPORT ROAD,
	COCHIN-682309, KERALA
	MOBILE NO.8089097787

14	MR. HAROON P AHMED
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORP. LTD.
	Belgaum Territory, Near Desur railway station, Khanapur road, Zadshahapur
	Desur, Belgaum, Karnataka - 590014.
	MOBILE: 9448994460 OFFICE 0831 2494972
15	MR. VINOTH KUMAR
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORPORATION LIMITED, RELIANCE HUMSAFAR , 2ND FLOOR
	NO.8-2-618/2 ROAD NO.11
	BANJARA HILLS
	HYDERABAD - 500 034
	MOBILE: 9940028294 : OFFICE : 040 23323495
16	MR. KIRAN M
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORP.LTD.
	19/2, BURMAH SHELL LANE
	BIG BAZAAR STREET
	COIMBATORE - 641001
	TAMILNADU
	MOBILE: 9489964546 OFFICE : 0422 2393560
17	MR. BHARATH GOLI REDDY
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORPN.LTD.
	1ST FLOOR, BPCL VISAKHA INSTALLATION
	NEAR DHANAREDDY GODOWNS
	V.M.NAVAL BASE (POST)
	VISAKHAPATNAM 530 011
	MOBILE: 7675964933 OFFICE : 0891 6567562
18	MR. SUNDARAM KANNAN
	TERRITROY MANAGER – LUBES
	MADURAI TERRITORY
	NO. 37, TIRUPARANKUNDRAM ROAD, PASUMALAI, MADURAI - 625004
	MOBILE 9442567877, OFFICE 0452 2373547

19	MANOJ KAKADE
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORP.LTD.
	SUNNY SIDE, 7 CHITINIS MARG
	BEHIND N.F.S. COLLEGE, CIVIL LINES
	NAGPUR-440002
	MOBILE: 9425301747 OFFICE : 0712-2533928
20	MR. ABHISHEK SRIVASTAVA
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORP.LTD.
	1ST FLOOR, GOLDEN TRIANGLE BLDG.BPC Corner
	NEAR SARDAR PATEL STADIUM
	P.O. NAVJEEVAN
	AHMEDABAD - 380014
	MOBILE:9920593754 OFFICE : 079-2646524
21	MR. PRAKASH SINGH
	TERRITORY MANAGER - LUBES
	BHARAT PETROLEUM CORP.LTD.
	LIMBDA CHOWK
	OPP. SHASTRI MAIDAN, P.B. 55
	RAJKOT - 360 001.
	MOBILE: 9099061071, OFFICE 0281-2239815
22	MR. AMIT SONKUSRE
	TERRITORY MANAGER -LUBES
	BHARAT PETROLEUM CORPORATION
	HAZIRA RETAIL DEPOT
	ICCHAPORE ROAD
	SURAT -394510
	MOBILE: 9099796444, OFFICE : 0261-2860315
23	MR. NITIN MEHTA
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORP.LTD.
	A'BLOCK, OFFICE COMPLEX
	GAUTAM NAGAR,
	BHOPAL - 462023
	MOBILE: 9723457209, OFFICE 0755-4232251

24	MR. ASHISH NIGAM TERRITORY MANAGER-LUBES (RESELLER) BHARAT PETROLEUM CORP.LTD. SHAHAJANAND COMPLEX 2416, GEN.THIMMAYA ROAD EAST STREET,, P.B.NO.61 PUNE - 411001 MOBILE: 09049249666 OFFICE : 020-26359790
25	MR. DEEPAK GUSAIN TERRITORY MANAGER-LUBES (DIRECT) BHARAT PETROLEUM CORP.LTD. SHAHAJANAND COMPLEX 2416, GEN.THIMMAYA ROAD EAST STREET,, P.B.NO.61 PUNE - 411001 MOBILE : 8879968169, OFFICE : 020-26345144
26	MR. Jignesh Marker TERRITORY MANAGER-LUBES BHARAT PETROLEUM CORP.LTD., SHAHEED VEER NARAIN COMPLEX., 1ST FLOOR NEAR COLLECTRATE, NAGAR GHADI CHOWK RAIPUR – 492009 (CHATTISGARH) MOBILE:9826900499 office : 0771-42166232
27	MR. MAHIPAL SINGH RATHORE TERRITORY MANAGER-LUBES(RESELLER) BHARAT PETROLEUM CORP. LTD. A INSTALLATION, ERP BUILDING, SECOND FLOOR SEWREE FORT ROAD, SEWREE EAST, MUMBAI 400015 MOBILE: 9920994047,
28	NEERAJ TAYADE TERRITORY MANAGER-LUBES (DIRECT) BHARAT PETROLEUM CORP. LTD. A INSTALLATION, ERP BUILDING, SECOND FLOOR SEWREE FORT ROAD, SEWREE EAST, MUMBAI 400015 MOBILE : 8017168444

29	MR. MUKUND DHARMALA TERRITORY MANAGER-LUBES BHARAT PETROLEUM CORP. LTD. 1st FLOOR, NEXIA PARK, GMCH ROAD ANANDA NAGAR, CHRISTIAN BASTI GUWAHATI – 781005 (ASSAM) MOBILE: 8811079428 OFFICE : 0361-2344488
30	MR. PRABHAKAR DUTTA TERRITORY MANAGER-LUBES BHARAT PETROLEUM CORP.LTD. NILE COMPLEX, THIRD FLOOR, OLD HB ROAD, KANTATOLI CHOWK RANCHI, Jharkhand -834001 MOBILE: 8308980900 OFFICE : 06512532810
31	MR. MANISH KUMAR TERRITORY MANAGER-LUBES BHARAT PETROLEUM CORP.LTD. VILL & P.O. PAKRI VIA - ANISHABAD PATNA-800002 MOBILE:9771405581, OFFICE : 06123 290440
32	MR. PRABHAKAR P C TERRITORY MANAGER-LUBES(RESELLER) BHARAT PETROLEUM CORP.LTD. BHARAT BHAVAN, PLOT NO.31, KIT SCHEME 188, PRINCE GULAM MD. SHAH ROAD, GOLF GREEN KOLKATA - 700095 MOBILE: 9480887166, OFFICE : 033-24293251
33	SACHIN DIXIT TERRITORY MANAGER-LUBES (DIRECT) BHARAT PETROLEUM CORP.LTD. BHARAT BHAVAN, PLOT NO.31, KIT SCHEME 188, PRINCE GULAM MD. SHAH ROAD, GOLF GREEN KOLKATA - 700095 MOBILE : 9168919420 OFFICE : 033-24293171

34	MR. MIHIR JYOTI DATTA
	TERRITORY MANAGER-LUBES
	BHARAT PETROLEUM CORP.LTD.
	ALOK BHARTI COMPLEX,
	2ND FLOOR, SHAHIDNAGAR
	BHUBANESHWAR-751007
	MOBILE: 7077704832, OFFICE : 06742547760

2. Delivery Acknowledgement

Successful tenderer shall have to obtain the delivery acknowledgement against delivering the material, in the following format on the letter head of the selected tenderer:

BHARAT PETROLEUM CORP. LTD.

Supply & Distribution of Gold Medallion for BPCL
(DELIVERY RECEIPT)

Date: ___/___/___

BPCL OFFICE ADDRESS: _____
_____Name, Designation & Staff no. of authorized/nominated BPCL officer-in-charge (as per the authorised list (Annexure VI) who received the Gold Medallions:

Name and Designation of Successful tenderer's representative who handed over the Gold Medallions: _____

Gold coin denomination	0.5 Gm	1 Gm	2 Gms	3 Gms	5 Gms	10 Gms	20 Gms	50 Gms	100 Gms	Total (Nos of coins)	Total Grammage received
No. of Gold Medallion											

(To be filled in triplicate. One copy to be retained by the office/location for record. One copy to be sent to CMPM- LHQ. Original copy to be sent to CPO (Mktg.), Sewree, Mumbai for reconciliation of account.)

Total Weight of Gold Medallions supplied: _____ (in figures) _____
(in words) (based on number of Gold medallions delivered)

Signature by authorized/nominated BPCL officer-in-charge:

Signature: Name: Designation Emp. No. : Date : Office stamp

Counter Signature of the Successful tenderer's representative:

Signature: Name : Designation : Date : Office stamp :

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

To,
Bharat Petroleum Corporation Limited
Central Procurement Organization (Mktg.),
Sewree, Mumbai – 400 015

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

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

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

- ii. This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.
- iii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- iv. This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- v. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee /Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

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

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES: