

NOTICE INVITING E-TENDER

BHARAT PETROLEUM CORPORATION LIMITED

MAK Lubes Plant, Loni

Village Tila-Shahbajpur, PO Loni, Distt. Ghaziabad-201102(U.P)

Tel: 0120-2682994, 2682995, 2682996



Tender no	CRFQ 1000268036, E-Tender No 18212
Subject	E-Tender for REPACKING OF LUBRICATING OIL IN PILLOW POUCHES (60ml/40ml/20ml) FOR MAK LUBE PLANT LONI Ghaziabad(U.P.)
Pre-bid meet for clarification on tender condition will be conducted at BPCL MAK Lube Plant, Loni, Ghaziabad	16.11.2016 at 11.00 Hrs
Due date & time of submission of tender	28.11.2016 at 11.00 Hrs
Date & time of opening of technical bid	28.11.2016 at 11.30 Hrs at BPCL , MAK Lube Plant Loni.
Contract period	Two years w.e.f. date of LOI/Agreement Initially for the period of One year and extendable by another One year at sole discretion of BPCL at same rates, terms and conditions.
Earnest Money Deposit – in the form DD	Rupees One Lakh (Rs. 1,00,000/-)
Security Deposit – in the form of BG	Rupees 25 Lakh (Rs. 25,00,000)

CRFQ No. 1000268036

Dear Sirs,

**TENDER ENQUIRY FOR REPACKING LUBRICATING OIL IN “PILLOW POUCHES AT LONI PLANT FOR A PERIOD OF ONE YEAR EXTENDABLE BY ONE MORE YEAR**

I. We are pleased to invite tender for repacking of lubricating Oil in following packs at our Loni Lube Plant for the period of 1 year extendable by one more year for same for reduced quantity on mutual consent from date of LOI.

Estimated requirement for repacking for a period of 1 year is as under:

SL	REPACKING SIZE	GRADE	QUANTITY IN 1000 NOS OF FILLED Packs (pouches)	QUANTITY IN KLs
1	20 ML Pillow Pouches	MAK 2T	12000	240
2	40 ML Pillow Pouches	MAK 2T	9000	360
3	60 ML Pillow Pouches	MAK 2T	2800	168
	Total		23800	768

I. The requirement given above are estimates and must be considered as indicative figures only and it is not binding on us in any way (the requirement will be need based only). Actual requirement will be indicated to you from time to time through Purchase Orders after the award of contract. Please note that we may change the design and configuration of the packs if required as per market requirements. The tenderer should have total flexibility for filling the package. We do not guarantee any minimum volume of business.

II. The standard configuration for a carton case ( Stock keeping unit ) is as below:

- a) 20ml- 600 nos
- b) 40ml-300 nos
- c) 60ml- 200 nos.

However based on the requirement this configuration can be changed. This should not have impact on the scope of the job and rates offered.

III. The attached tender document consists of the following:

**PART A: Technical part**

- i) Requirement for technical acceptance
- ii) General Terms and Conditions
- iii) Quality control check list
- iv) List of testing equipment/ facilities required for QC checks
- v) Bank Guarantee format for Security Deposit
- vi) Arbitration Clause(Annexure I)
- vii) Termination Clause (Annexure II)
- viii) Force Majeure Clause(Annexure III)
- ix) Penalty Clause for delayed delivery(Annexure IV)
- x) Sub-leasing and Cenvat Clause (Annexure V )
- xi) Declaration (Annexure VI)
- xii) Price part ( Format for quoting)
- xiii) Risk Purchase Clause ( Annexure VII)
- xiv) Draft format for Declaration(Annexure VIII)
- xv) Draft Copy of Agreement( Annexure IX)

**Please Note: The parties should submit all the necessary papers (physical documents) as mentioned in the page number 7,8&9 along with the EMD amount as per point number 25 on page 22&23 of this tender document in a sealed envelope at the below mentioned address. Documents pertaining to exemption of EMD as mentioned in the column for EMD also need to be submitted. Please note that non-submission of the technical bid documents within the schedule date 28.11.2016 will result in disqualification of the party and the price bid of such party will not be opened. The party also has to participate in the technical bid online.**

**Bharat Petroleum Corpn. Ltd**

MAK Lube Plant,

Village Teela, Shabajpur,

PO Loni, Distt. Ghaziabad

Uttar Pradesh - 201102

0120-2682994, 2682995, 2682996

**The parties must put their price bid online. Prices/rates should not be mentioned in any of the technical document that has to be submitted. Any such violation may lead to disqualification from tender of such party.**

**PART B: Price part**

Price part (Format for quoting)

This tender is to be submitted in two bid system. The tenderer has to download the entire tender document). The tenderer should carefully go through PART `A` i.e. "Technical Bid" and reply to questionnaire given therein. The questionnaire page duly filled and stamped should be enclosed with the technical bid documents that need to be submitted. The tenderer should duly sign/stamp (digital) the tender document as token of acceptance of all tender terms and conditions and upload the same in the website <https://bpcl.eproc.in>. The un priced (blank) portion of price part (xiii) is also required to be submitted as a part of Technical bid.

**It is the sole responsibility of the tenderer to arrange for digital signature certificate and digital encryption certificate for quoting online. Please do not fill the rates in the price bid format given on pg 36.**

**The price bid is to be filled online on website <https://bpcl.eproc.in>.**

The parties can submit their bids online till 11.00 hrs on 28.11.2016. Technical Bids will be opened at 11.30 hrs on 28.11.2016 online on website <https://bpcl.eproc.in> and will be cross checked with the documents submitted by the party

**Pre-bid meeting will be held at below mentioned address on 16.11.2016 at 11 am.**

**Plant Manager,  
Bharat Petroleum Corpn. Ltd.  
.....  
MAK Lube Plant,  
Village Teela, Shabajpur,  
PO Loni, Distt. Ghaziabad  
Uttar Pradesh - 201102  
0120-2682994, 2682995, 2682996**

Thanking you,

Yours truly,  
For BHARAT PETROLEUM CORPN. LTD.

## **PART A: Technical part**

### **i) REQUIREMENT FOR TECHNICAL ACCEPTANCE**

The technical evaluation of the vendors will be done by a committee, either by physical verification or based on papers submitted or by both, before accepting them technically. Price bids of only technically accepted vendors will be opened for financial evaluation.

Those vendors, who have been inspected by BPCL team already during last three years, for the purpose of registration may not be inspected again, but they have to submit necessary papers required for evaluation.

The technical evaluation will be based on the following parameters:

#### **a) Experience**

- i) Vendor should have preferably at least one year of experience in filling of packs as required by us
- ii) Experience may be in the form of filling own brand containers/pouches or for any other PSU oil companies/MNC of similar products
- iii) In case of a newly commissioned plant, the experience may be relaxed if all other facilities are exceptional and certified by visiting team.

#### **b) Capacity**

Should have spare machine capacity for filling packs as per our monthly average requirement with occasional 50 % spike based on average 8 hours working per day or more in case of double shift working

#### **c) Requirement of filling machine for pouches**

Vendor should possess following own machine for doing the filling operation

- i) FFS (Form fill sealing) machine in good workable condition
- ii) Roller mechanism for handling laminates in rolled form
- iv) Inkjet printers,
- v) BOPP taping arrangement,
- vi) Cartonising arrangement.

The capacity of the machine should be minimum 20 pouches / minute and the machines should be in good workable condition. The inlet line to filling machine should have filtration arrangement with minimum 100 mesh filters. Vendor should have rolling and inkjet printing arrangement for laminates. The Cartonising may be on line or off line with BOPP taping arrangement.

**e) Band sealing**

Wherever there is a requirement of stand up pouches, vendor should have high quality band sealing arrangement

**f) Bulk tankage requirement**

Party should have dedicated above ground tankage of minimum 20 kl for each grade of product to be handled for us. The tanks must be calibrated and approved by Legal Metrology department. The no. of tanks may be one or more , but should have dedicated facility with positive segregation .

**g) Warehousing**

Party should have covered warehouse for storing empty containers, cartons equivalent to storing at least 7 days production. He should also have covered warehouse with racks and pallets for storing finished goods equivalent to 7 days production requirement of BPCL

**h) Transportation and unloading arrangement**

Party should have arrangement of dedicated transportation of uplifting bulk products from our plants, by tank lorry. The tank lorry should not be more than 8 year old and should be calibrated and designed as per standard requirement of transporting bulk petroleum products. The products which are loaded at our plant, is required to be unloaded at the premises of vendor by dedicated pump arrangement to the designated tanks ( above ground), within reasonable period. The inlet pipeline for unloading should have filtering arrangement, and necessary hose connection for unloading of product. The finished products should be delivered to BPCL in trucks. Vendor should have facility to do this.

**i) HSSE requirement**

The entire filling and warehouse area should be clean, with proper safety arrangement. Fire fighting equipment wherever necessary is required to be provided. The vendor should have good HSSE policy and should be able to exhibit the same as required.It is preferable that vendor uses good material handling practice like racks/ pallets/ conveyors etc.

**j) Manpower requirement**

Vendor should have minimum one experienced supervisor one technician who can take care of all QC requirements. He should have experienced manpower for operating the various activities at plant.

**k) PC/Printer/Internet**

Vendor should have a computer with internet facility for quick communication

**l) Statutory requirement**

Vendor should have valid trade licence, job workers' certificate from excise authority, excise registration, VAT/CST registration, IT registration, factory license, approval from local Labour commissioner as required and approval from Legal Metrology department for operating and stamping of his equipment by Legal metrology department

**m) Financial requirement**

Vendor should have positive net worth. Vendor should provide balance sheet and P & L account copy duly attested by a chartered accountant for last three financial years. In case of a new vendor vendor should provide bank solvency certificate of amount minimum Rs 50 Lakh.

**n) Quality Assurance Process**

Vendor should have a written quality policy and quality assurance plan. This should be in sink with our Quality Process. The QAP should cover checks on density, viscosity, colour , cleanliness of product, weight , printing on labels, quality of cartons, quality of BOPP tape, sealing of pouches, drop test of containers, dimensional checks of cartons, stacking of cartons, leak testing, induction sealing testing, among others.

The following equipment should be available for testing the oils:

- i)Thermometer (IP – 64 C)
- ii)Hydrometer (.8500-.9000 & .9000-.9500)
- iii)Standard Jars (25 ml, 50 ml and 100 ml)
- iv)Viscometers (constant .04)
- v)Stop Watch (Quartz make, 15 min., min. 1 seconds)
- vi) Constant Temp. Bath (100°C) along with standard Thermometer ASTM 121 C
- vii)PMCC-Flash point Apt. as per IS 1448:P-21
- viii)Pour Point Apparatus as per IS 1448:P-10
- ix)Standard weigh balance
- x) Standard weights
- xi)Sampling apparatus

**o)Land / Building/ Asset /Company**

The assets should be possessed by vendor or leased for the period of contract in his name .In case the company is partnership company, the partnership deed should be provided.

Following Papers are required to be submitted and enclosed in the technical part:

**(Please enclose all the papers in a sealed envelope along with the EMD amount and submit at**

**Bharat Petroleum Corporation Limited**

**Mak Lubricant Plant,**

**Village Teela, Shahbajpur, P.O. Loni,**

**Distt Ghaziabad 201102 (U.P.)**

**Office : 0120-2682994/95/96)**

Sr. No	Check list	Reply of vendor (To be filled up by the vendor)	Documentary proof required (Minimum Criteria for technical Qualification)
1	Name of the vendor		(Mandatory)
2	Type of firm (Whether Sole proprietary /partnership /Private Limited or Public Limited Co.		(Mandatory)
3	Address of registered office		(Mandatory)
4	Address of factory from where the operation is intended to be done (should be only one for a single Job Category)		(Mandatory)
5	Contact person/ telephone number		(Mandatory)
6	Is the factory under own possession or leasehold		(Mandatory)
6a	If leasehold details of the same		Copy of lease agreement and latest rent receipt (lease to be valid for the entire contract period- Mandatory)
7	E mail address		(Mandatory)
8	Name & Address of the Proprietors/Partners/ Directors		Copy of partnership (Mandatory)
9	Filling capacity (in KL) per month basis?		Vendor has to submit calculation sheet on this. (Minimum capacity available is as per the tender quantity has to be dedicated)
10a	Total Capacity		
10b	Capacity available for BPCL		
11a	No. of Filling Machines Available		Filling Machines should be FFS type, with minimum capacity of 20 pouches per minute, with a filtration arrangement with min
11b	No. of Filling Machines dedicated for this tender		



			100 mesh filters.  Minimum Capacity Required – 8m/c per shift
11c	Experience		Vendor should have preferably at least one year of experience in filling of packs as required by us In case of a newly commissioned plant, the experience may be relaxed if all other facilities are exceptional and certified by visiting team.
12	Volume handled in last three years		Provide Proof of handled volume
13	Filling capacity in different categories per month on 8 hrs shift? (20/40/60ml)		Vendor has to submit calculation sheet on this.  <i>Capacity Required – 342 (89+184+69) cases per day</i>
<b>Sr. No</b>	<b>Check list</b>	<b>Reply of vendor (To be filled up by the vendor)</b>	<b>Documentary proof required</b>
14	Have you got following in-house facilities?		If yes, mention No. of such tanks and capacity Of every tank. (Provide details of facility dedicated to BPCL) separately. <i>(Minimum dedicated capacity of 1 tanks with a minimum total Tankage of 30 KL.)</i>
14a	Storage tank for finished bulk		
14b	QC Lab.		
15	Warehouse for Packaging Material		Pl. Mention list of equipments <i>(Minimum list of equipments as per Part A: Technical Bid (IV)).</i>
16	Warehouse for Finished Products		Mention the area in Sq.m (Min250 sqm to be dedicated)
17	Inkjet Printing arrangement for machines		Mention the area in Sqm (Min 250 sq m to be dedicated)
18	Inline Induction Sealing Arrangement for Pouch		Mention the make & no. of inkjet printing machines
19	Are you doing Repacking for IOC / HPC/ IBP/ any other oil Company		Details of current contracts, what is the repacking quantity per month

20	Please specify the Licenses applicable obtained for your unit (copies to be enclosed)		<i>(Mandatory)</i>
21	Pan no		Copy of PAN card <i>(Mandatory)</i>
22	VAT registration number		Attested copies to be attached
23	ESI/PF registration		Attested copies to be attached
24	Certification by all statutory authorities like Municipality/ Legal Metrology/ Factory Inspector to do business		Attested copies to be attached <i>(Mandatory)</i>
25	Excise registration no		Attested copies to be attached <i>(Mandatory)</i>
26	Computer/printer/Connectivity for loading our ERP Package		<i>(Mandatory)</i>
27	HSSE policy		Attach the copies <i>(Mandatory)</i>

**ii) GENERAL TERMS AND CONDITIONS**

**1. VALIDITY PERIOD AND ESTIMATED REQUIREMENT :**

Your offer should be valid for a period of 180 days from date of opening of tender. Estimated requirement for repacking of pouches as given in this tender enquiry should be considered as indicative figures only and not binding on us in any way. Actual requirement will be indicated to you from time to time through Purchase Orders after award of contract. We do not guarantee any minimum volume of business.

BPCL may evaluate the facilities and shortlist vendors by BPC team to check readiness / competitiveness of the vendor to fulfill the tender requirements before price bid opening.

**2. RATES:**

Please offer firm rates of Repacking for entire contract period. i.e., one year plus one year extendable

**3. SYSTEM FOR OPERATION :**

The successful tenderer has to collect the BULK Lubricants and Packaging materials from **BPCL Loni plant, Distt Ghaziabad, UP** by his own transport arrangement and also have to

return back the packed materials back to BPCL plant by his own arrangement. The broad scope of the job is as below:

- A. Uplifting bulk Lubricants and packaging materials from BPCL plant
- B. Transportation of bulk Lubricants and Packaging materials from BPCL plant to Re-packers' premises
- C. Storing and stacking bulk lubricants and Packaging materials at re-packers' premises
- D. Filling of packs as per call up of BPCL
- E. Supplying packed lubricants to BPCL plant
- F. Accounting for all operational losses on daily basis
- G. Maintaining all necessary documents required for operation and quality control
- H. Arranging safe keeping and stock checking of BPCL materials time to time
- I. Reconciliation of materials on monthly basis
- J. Maintaining all statutory records as per satisfaction of statutory agencies
- K. Periodic inspections and scrutiny as required by BPCL
- L. Arranging Insurance as required by BPCL
- M. Maintaining HSSE as required by BPCL

The total operation for repacking of pouches should be carried out as per Instructions and Guidelines issued by BPCL from time to time. The detailed scope of operation is as under :

a)BPCL will supply oil in bulk from their plant , which has to be uplifted by you in your transport at your risk and cost from our **Loni Plant,Village Teela, Shahbajpur, P.O. Loni, Distt Ghaziabad – 201 102, U.P.** The tank Lorry should be totally fit both technically (includes safety fittings such as Master Valve, Vent etc) and as per W & M Act for loading / Unloading and bulk transportation of lubricating Oils. The Tank Lorry should be cleaned (internally & externally) before up-liftment of bulk oil. Each tank lorry should be accompanied by batch test report provided by BPCL. Party need to pay the octroi in clearing the goods as applicable. The octroi amount thus paid will be reimbursed on producing the octroi receipts and declaration

The tank lorry is required to be calibrated by the Legal Metrology department. In case of any doubt of mal practice, the same can be recalibrated by BPCL at any of their Installation or at third party premise. Punitive action will be taken by BPCL in case of any malpractice is proven. BPCL will recover losses for excess products already uplifted due to wrong calibration at the rates applicable for losses. Also, BPCL will blacklist the concerned tank lorry.

The measurement in each chamber of the tank lorry has to be as per calibrated dip rod. The dips taken at natural temperature, will be converted into equivalent volume in 29.5 °Centigrade by SAP, which is as per relevant ASTM table. The invoice will be made as per volume at 29.5 °Centigrade.

No in-transit losses will be allowed since the material is uplifted by the repacker on ex-MI basis. The issue of bulk lube oil will be on volume only and not by weight and in no case conversion of weight to volume will be considered while issue of material.

b)The Packaging materials like containers, laminates ( empty pillow, standi pouches), containers ,Cartons ,BOPP tape, labels etc has to be collected from our plant by your own transport .Loading at our premises will be arranged by us and unloading at your premises has to be arranged by you. Party need to pay the octroi in clearing the goods as applicable. The octroi amount thus paid will be reimbursed on producing the octroi receipts and declaration.

You shall check all containers/Pouches/Cartons/BOPP tapes /labels received by you, to ensure that they are free from water, dirt etc. and in proper condition to fill the oil. You should clean/ wipe and make the packs good for filling before actual filling , to ensure nil customer complaint. In case of any complaint other than above you have to bring to the notice of Plant Manager within 3 days of receipt of material. The Plant manager will arrange to inspect defective material if any for replacement if required. Complaint received at later date will not be entertained.

You shall exercise strict checks on quality and quantity of packages received by you by doing random sampling & you will maintain records of the same. In case, any difference / damage is observed in the quality / quantity at the time of receipt of filled pouches/packs at our Plants any time during the contract, the cost of such difference / damage shall be debited to you, at our then prevailing procurement rate including all taxes and local levies.

You shall also arrange to keep stock of empty pouches / cartons/tape etc. as advised by BPCL which may be maximum of 15 days coverage (for each grade/ pack) at any point of time.

- c) On receipt, at your filling site, Lube oil shall be tested for density, temperature and relevant tests by you after drawing random samples to ensure that it matches the specifications given by **BPCL, Loni Lube Plant, Distt Ghaziabad, UP**. You shall also maintain proper records of such testing.

In case , the fresh load of lubricating oils received in bulk from BPCL ,Loni Lube Plant , Distt Ghaziabad, UP varies in density and specific gravity from existing batches in the storage tanks (i.e. bearing a different batch no.) approval from Plant manager/ Plant QC in writing is required to ensure the quality of mixed product is within tolerance limit.

d) All the storage tanks, pipelines and filling machines should be kept free of dust or any foreign particles. All the equipments / parts of the system used for filling should be kept clean both internally and externally.

e)All necessary equipment, apparatus etc and labour required for carrying out the above job, to the satisfaction of Plant Manager , shall be arranged by you at your cost.

f)Filling and weighing machines suitably approved and duly stamped by the Weights & Measures Dept. only shall be used. Filling accuracy will be monitored for volume specified @ 29.5 deg. C on the packs / labels. Immediately after filling, all pouches /packs shall be properly sealed by you.

g) Please note that any inaccuracy in filling shall be viewed seriously and repetition of the same shall be considered as breach of contract, leading to termination of contract.

h) You will also observe all quality control measures as may be laid down by BPCL, plant from time to time. The QC guidelines are as per the prevailing requirements. However, they are subject to change from time to time and will be intimated to you accordingly. You are required to ensure compliance immediately and if it requires to put up additional facilities one month period will be given for the compliance from the date of intimation of the same. Correct grade of oil in correct quantity shall be filled as per the grade/capacity printed on each containers. The samples will be taken by our Plant officers during monthly stock checks and other periodic checks. You will have to maintain requisite

sampling device and sample containers. We will also conduct QC checks once in six months , which will be done by our QC team.

**i) Maximum Retail Price (MRP), Date of Manufacture, address of the Manufacturer (i.e. Repacker's Address) and Batch number should be printed only by inkjet printing on the filled pouches/containers and or laminates by the repacker.**

j) The job involved includes, uplifting oil and packaging materials, unloading at your premises , safe keeping, labeling of HDPE containers ,filling in containers/pouches, inkjet printing, capping, induction/band sealing, cartonising, BOPP taping, stacking, loading, transporting, unloading at plant premises all with your own manpower .

k) You will be responsible for abiding all statutory rules as required for repacking activities.

l) Operational loss:

This will be allowed maximum to the extent of 0.1 % of filled quantity in a particular month for a particular grade and pack. The loss will be calculated based on the actual physical stock checking carried out by BPCL representative from time to time and not allowed on notional basis. Re packer cannot account losses flat @ 0.1 % . Any loss beyond 0.1% will be recovered from the repacker. Accounting of loss/ gain should take place product/ packaging material wise. Also, loss/ gain of a month cannot be carried forward in the next month and recovery towards loses has to be made on monthly basis by the 10th of the following month by plant manager. The rate of recovery should be as follows:

i. For Bulk Material : For Losses beyond 0.1 % for bulk product recovery will be made as per rate of DBP in barrel (including excise duty) of the respective material less landed cost of empty barrel applicable as per LPUP plus penal charges of 15 % of DBP .

ii. For Packaging Material : Losses on account of physical shortage will be calculated on monthly basis as per LPUP (basic) + VAT + Excise duty + other charges like octroi + transportation charges + penal charges of 15 % of the total value.

The recovery towards losses should be done on monthly basis and the re packer is to be advised by respective role holder at plant to pay the amount by Demand Draft/ Pay Order within ten days of the following month. In case of non payment by re-packers, within 10 days the BG amount is required to be revoked by the Plant Manager including the value of materials lying with the repacker.

m) Loss towards off spec product

Losses towards off spec product should be recovered for the full quantity without any allowance irrespective of whether the off-spec is identified at the repackers premise or during receipt at plant. The packed products received from re packer should be verified in line with the guidelines as per the Operations Manual and QC Manual. At the time of receipt of finished packs, in case it is observed to be off spec (declared off spec by Plant QC) because of any reason, the entire batch is required to be taken

under the custody of by the plant Manager and bulked. Vendor should bear cost of bulking. The re-packer should be informed about the off spec and advised to visit the plant within two working days of receiving the information to verify the off spec product and jointly certify the statement confirming the material as off-spec. In case the re-packer fails to turn up within two working days then plant manager should go ahead of the recovery procedure and take other necessary action for reprocessing, etc. The recovery from re-packer towards off spec materials should be as follows:

- i. Value of oil if the oil after bulking cannot be reprocessed.
- ii. Cost of reprocessing, if the bulked oil can be reprocessed
- iii. Cost of all packaging material of the rejected lot irrespective of whether the product can be reprocessed or not.

The decision of Plant Manager will be final authority for deciding which oil can be reprocessed and which cannot be, and it will be based on approval from Plant Laboratory/ QC.

The recovery rate will be as per below:

- A. Bulk Lubricants : The recovery rate will be DBP in barrel (including excise duty) of the respective material less landed cost of barrel applicable as per LPUP plus penal charges of 15 % of DBP .
- B. Packaging Material : LPUP (basic)+ VAT + Excise duty + other charges like octroi+ transportation charges+ penal charges of 15 % of the total .
- C. Reprocessing cost : As decided by Plant on the basis of existing average blending cost of similar grades which should be confirmed by HQ Finance.

Beside penal action as explained above, in case of QC failure more than 3 times during the tenure of the contract, BPCL will consider stricter action including suspension / termination of the contract.

n) You shall insert the filled pouches/containers in the cartons after ensuring proper sealing and seal the filled carton properly with the help of BOPP tapes. You have to collect, from the Plant the BOPP tapes (as required for the appropriate grades of lubricating oils), along the cartons required for packing the cartons. You shall keep an account of the tapes consumed. You shall put a stamp bearing your CODE / date of filling at suitable place on carton as per our directive before returning the same to MAK LUBE PLANT, LONI. You shall get your unique CODE approved by Plant Manager, Loni Lube at the time of commencement of supply.

o) In case at plant or at upcountry depots, the pouches are found empty even if outside seal is OK, the vendor will be held responsible of paying the cost to our customer. The cost will be deducted from vendor as per MRP. Plant manager will intimate regarding this to repacker and if re packer wants, he may visit the premises to satisfy himself within 15 days of the intimation.

p) You shall arrange to provide for proper training and development of all your staff in proper quality assurance and repacking to meet the norms specified by the Corporation.

q) Adequate supervision by competent person shall be ensured while repacking / filling the oil.

s) You shall maintain proper records of receipt of containers/pouches/ empty cartons/ BOPP tapes/ lubricating oils in bulk and, filling done, despatches of filled pouches/cases, opening & closing of stock of lube oils/empty standi pouches/empty cartons /empty containers / BOPP tapes/ filled pouches/cases. You shall also advise the same to Plant Manager, i.e latest by 2<sup>nd</sup> of every month for previous month. A stock card should be maintained giving the details of the opening and closing stock, receipts, consumptions and dispatches of lubricating oils/ empty containers / caps /empty cartons /BOPP tapes/filled containers. These records are required to be submitted to the Plant Manager, latest by 2<sup>nd</sup> of every month for previous month.

Plant Manager or his representative may verify the stocks/ quality of the product without giving any advance notice to you. The materials /products should be stored in such a manner that physical verification can be done even during surprise checks.

t) You shall operate in such a manner so as to give clear indication to a third party that all Lube oils/ pouches/ cartons etc. belong to us. You shall not sell, transfer, alienate, mortgage, change, hypothecate, pledge or otherwise create any encumbrances on all or any of the said goods.

u) You shall maintain business secrecy and our marketing discipline in full. You shall observe all legal formalities relating to excise duty, sales tax registration, provident fund registration etc. whichever are applicable to the repacking activity. The Packaging material/ bulk issued from Plant against 57F4 should be returned to plant within 90 days period.

v) You shall not infringe, copy, initiate or otherwise deal with brand name, trade, merchandise marks or devices of designs/copyright belonging to BHARAT PETROLEUM CORPORATION LIMITED.

w) You shall maintain maximum 7 days inventory of filled cases in different packs at your end.

x) You shall deliver properly packed filled pouch cases to plant time to time, as per Purchase Orders/Call-ups.

y) Each consignment should be accompanied with batch test report, as per the format provided by BPCL.

z) BPCL as a marketing strategy may run Schemes for promotion of the product from time to time. It would be binding on you to make necessary arrangement on production line for implementing the same and keep records suitably.

aa) Within 15 days from the date of termination of this contract, you shall arrange to return at your cost all our goods, (i.e. Lube Oil, pouches/ bulk oil, filled pouches, carton, BOPP tapes etc and any other goods issued to you on returnable basis) to our MAK LUBE PLANT, LONI Ghaziabad. or any other place within 50 kms from plant as per BPCL, MAK LUBE PLANT, LONI instructions. Any shortage detected during subsequent settling of accounts between goods issued and goods received shall be recovered by debiting to your account .

bb) You shall maintain manual documentation for stocks (oil, pouches, cartons, BOPP tapes, etc.) as per instructions of BPCL .

cc) Stock keeping: The stocks of BPCL are required to be kept at dedicated place/ tank as directed by BPCL and should be easily assessable by BPCL officials for stock checking at any point of time. Physical stock check shall be done along with the BPCL representative on Monthly basis. The format of Monthly Stock Check Report is given below:

### STOCK CHECK FORMAT

Vendors Name: -----

Date: -----

Vendors Representative: -----

Vendors Address : -----

-----

BPCL officer Name ----- Designation

BPCL officer Name ----- Designation

Finished bulk product tanks:

s. no	Tank	Material	Batch no	Dip in cm	Temperature	quantity
1						
2						

Product in pack:

s. no	Material	Batch no	Product bulk	Laminate	Carton	Tape
1						



2						
3						

RAW Material:

S no	Material	Batch no	Quantity	Description of defect if any
1				
2				

Off spec finished product bulk:

S no	Material	Batch no	Quantity	Description of defect if any
1				
2				

i/ we hereby certify that above mentioned stocks of M/s B P C L MAK LUBE PLANT LONI have been physically verified and are correct

Place

Date

vender s signature -----

With stamp

Verified by:

BPCL officer's signature:

1 -----

2-----

- i. Reconciliation statement: Reconciliation statement shall be prepared along with BPCL representative. The Reconciliation statement shall be in the format given below:

SAP code of bulk product issued	Bulk Qty issued during the month	Equivalent quantity of product received in packs	Balance Quantity	Qty as per stock check report	Difference in qty

SAP code of packaging materials issued	Bulk Qty issued during the month	Equivalent quantity of packaging materials received	Balance quantity	Qty as per stock check report	Difference in qty

dd) You will keep our products in dedicated tanks as finalized by us and will not change the tanks/ locations without our prior advise. No bulk, in any case shall be issued or stored in barrels.

ee) You will arrange to do monthly reconciliation as per instruction of BPCL and submit the records within two working days from monthly stock checks

ff) You will allow BPCL representatives to visit your premises and draw samples as and when required or during periodic stock checking and inspections. You will jointly sign the stock checking report and sample sealed after taking from your premises.

### 3.RATES:

Please offer firm rates for entire contract period. The rates should be inclusive of transportation from and to our Plant and filling, printing and packing charges, unloading at BPCL plant and operational losses if any which is to be debited to you..

### 4.PLACE OF DELIVERY :

Bharat Petroleum Corporation Limited

\*\*\*\*\*

MAK Lubricant Plant,  
Village Teela, Shahbajpur, P.O. Loni,  
Distt Ghaziabad 201102 (U.P.)  
Office : 0120-2682994/95/96

### 5.DELIVERY SCHEDULE:

The exact requirement for repacking will be intimated to you from time to time (presently monthly/weekly call up are advised). You will be required to adhere to the delivery schedule. It is emphasised here that strict adherence to the delivery schedule is of utmost importance to us.

### 6.HSSE :

You shall take care of all Health, Safety and Environment aspects as instructed to you by BPCL representative time to time.

### 7.AGREEMENT:

LOI will be issued by Plant Manager on L1 and L2 parties in ratio of 80:20 after approval of TEC. LOI has to be signed by party as acknowledgment. However within 15 days of LOI, party shall submit a declaration on non judicial stamp paper of Rs.100/-. The draft of DECLARATION is enclosed as Annexure VIII . The party also has to enter into an formal agreement as per Format enclosed – Annexure IX

### 8.LICENCE:

Your premises should be covered and spacious, for neat operation of all activities within the contract, with a valid Municipal License. Any other license if required to be taken as per relevant laws/ rules in force, shall be taken by you. Copies of all such licenses applicable, along with approved plan of your unit shall be enclosed with the Technical Bid.

You shall conform to the provisions of Acts of Parliament, or state Legislature and that of any by-laws, rules, orders and Notifications of Central / State Govt., Municipal or Local Authority from time to time and will keep us indemnified against all claims, penalties and losses that may be incurred due to any breach of Act/ Rules by you.

### 9.INSURANCE :

Stock of Lube oil, empty pouches, cartons, tapes etc, lying with the repacker at any time shall be insured by the re packer at their cost to cover the entire value of the product / packages against all perils like theft, fire, floods civil commotion, etc and transit risk. The Insurance policy shall be endorsed in favour of Bharat Petroleum Corp. Ltd. and shall be submitted to Plant in original within 15 days from the date of issue of letter of intent (LOI). The party to review the insurance cover as per the value declared by respective Plant Manager BPCL on monthly basis (Bulk/packed/packaging and other materials) and party has to extend all cooperation in insurance related activities. Insurance should be valid for the period of contract + 6 months. Insurance has to be agreement wise. The estimated value of insurance is as below:

**200 Lakh**

**Also party should upgrade the insurance coverage to the higher value in case of escalation of the listed selling price of goods. Relevant information for this will be provided by Plant manager time to time.**

10. SAMPLING:

We will have the right to take sample of the product at any time from your premises and also from the filled pouches delivered to our MAK LUBE PLANT, LONI and to check the same at any laboratory of our choice. You shall remain responsible for the quality / quantity.

We will also have the right to check physical inventory of product and packages at any time at your premises. You shall be responsible for any difference in quantities detected during such checking.

11.ARBITRATION CLAUSE :

Arbitration clause will be as per Annexure "I".

12.TERMINATION CLAUSE :

Termination clause will be as per Annexure II

13.FORCE MAJEURE CLAUSE :

Force Majeure clause will be as per Annexure III

14.PENALTY CLAUSE FOR DELAYED DELIVERY:

Penalty Clause will be as per Annexure IV

15.SUB-LEASING & CENVAT CLAUSE:

Sub-leasing and Cenvat Clause will be as per Annexure V.

16.PERIOD OF CONTRACT :

The period of the contract will be one years from the date of LOI/Aggrement

17. CERTIFICATE:

You shall submit a certificate on your letterhead declaring relationship with any of BPCL directors as per enclosure (Refer Annexure VI )

18. PAYMENT:

Plant shall arrange for payment towards repacking charges to Repacker only after completion of raising debit notes on account of recoverable losses beyond permissible limits Payments shall be made by the way of National Electronic Fund Transfer (NEFT) after 30 days from receipt of invoices. You shall submit your bills for payments alongwith all required documents at the following address:

**Plant Manager**  
**MAK Lubricant Plant,**  
**Village Teela, Shahbajpur, P.O. Loni,**  
**Distt Ghaziabad 201102 (U.P.)**  
**Office : 0120-2682994/95/96**

19.All entries in the Tender should be neatly typewritten or handwritten. There should be no erasing or over-writing.The quoted figures have to be in numbers as well as in words. In case of discrepancy, the figures quoted in words will be considered as final. Cutting / Deleting should be avoided. In unavoidable, countersignature is required to be done by the party.

20. We reserve the right to accept / reject the whole or part of any tender without assigning any reason. We are also not bound to accept the lowest or any tender and reserve the right to split the quantity among more than one repackers.

21.Filling accuracy : BPCL will not allow under filling of their packs beyond their internal tolerance limit. This is much stricter than as per provision contained in the standards of Weigh and measure Act 1976 ; Weigh & Measure Act(enforcement),1985 and Weigh and Measure (Packed commodities Rules, 1977) or any latest guideline/gadget as declared by concerned authority and are subject to change time to time.

22. Type of Sealing are of following types :

- On-line Band Sealing facility for stand up pouches
- On-line sealing for pillow pouches in FFS machine,
- Induction cap sealing for HDPE containers.

Tenderer should have machines for the sealing as per above.

23. TECHNICAL SPECIFICATIONS

Stand up pouch for 500 ml/ 1 Ltr. / 1.2 Ltr (NOT APPLICABLE) .

Type: Standby, without spout, three side sealed, top open.

Structure: 12 MIC PET + 9 MIC Aluminum foil + 12 MIC PET + 135 MIC Oil grade Poly.

Artwork: 6-8 colour. Artwork will be provided by BPCL.

Size: a) 500 ml: 200 mm (H) x 140 mm (W) x 80 mm (bottom gusset)

b) 1 ltr. : 260 mm (H) x 90 mm (W) x 90 mm (bottom gusset)

c) 1.2 ltr. : 275 mm (H) x 90 mm (W) x 90 mm (bottom gusset)

- Seal width : 10 ± 2 mm
- Drop test : 4 drops to pass from 1.2 m height.
- Seal strength (ASTM F 1921-98) :3.5 kg/15 mm
- Bond strength (ASTM F 1921-98) :
- PET to Foil :220 g/ 15 mm
- Foil to PET :240- 26 g/ 15 mm
- PET to Poly :250- 270 g/ 15 mm

Laminates( Pillow pouches):

Description	60 ml	40 ml	20 ml
Dimensions			
Width (folded)	100 mm	80 mm	70 mm
Height	120 mm	120 mm	100 mm
Tolerance	+ 2 mm. But, not allowed on lower side		
Material	12 microns Chemically coated PET / 75 microns White Opaque co-extruded poly film-oil grade.		
Colour	As per approved artwork. Background – White  Printing in not more than 6 colours.		
Seal strength (when tested within 3 months from the date of receipt of empty pouches at Filling station) (Seal area to be smeared with oil to be packed and sealed thereafter). ASTM-F88-99) -	a) Contaminated top seal : (Kg / 25 linear mm) : 3.5 kg min  b) Side / Bottom seal: 3.5 Kg min		
Peel strength (in g / 15mm) Lengthwise (ASTM F -904-98)                      sidewise	250 Min  300 Min.		
Stack load test	100 Kg for 5 seconds		
Interlayer bond strength	150 gm per 25 mm for printed area and 450 gm per 25 mm for non-printed area – with tear.		

24.The filled pouches/containers will be tested for drops to check the effectiveness of the Sealing joints as carried out by the vendor in case of pillow pouches & The filled pouches will be tested for 4

drops from a height of 1.2 M so as to check the effectiveness of the Sealing joints as carried out by the vendor.. Based on random checking the goods will be accepted or rejected accordingly

## 25. GUARANTEE/SECURITY DEPOSIT

Vendors are required to submit Earnest money deposit along with the tender to the extent of 5% of the value of the total order, subject to maximum of Rs.1,00,000/-. EMD will be returned back after finalization of the contract

### EXEMPTION FROM EARNEST MONEY DEPOSIT:

i) Public Sector Undertakings, State/Central Govt. are exempted from payment of Earnest Money Deposit.

ii) Small Scale Units registered with National Small Industries Corporation Limited (NSIC), are exempted from payment of Earnest Money provided:-

- The Unit is registered for the item tendered.
- The NSIC registration certificate should cover items offered against the tender.
- Registration Certificate is valid as on the date of consideration of tender.
- Quotation is accompanied by a notarized copy of valid NSIC registration certificate.

iii) Registration with DGS&D will not entitle the tenderer to claim exemption for Earnest Money Deposit.

### EARNEST MONEY DEPOSIT WILL BE FORFEITED IN THE EVENT OF –

i) Withdrawal of offer while the offer is under consideration during the offer validity period.

ii) Tenderer not accepting our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.

iii) Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.

iv) Any unilateral revision made by the tenderer during the validity period of the offer. The quantitative capacity per annum of the party as per NSIC certificate should be more than the quantity specified in the tender. Otherwise the party will not be considered for benefit under NSIC scheme .

**On placement of order, successful vendor shall be required to give us a security deposit of Rs 25 lacs for each grade/family of product to be repacked subject to maximum value of Rs 30 lacs . The security deposit can be given in the form of Bank Guarantee (as per BPCL format) or by Demand Draft / Pay Order drawn on scheduled bank favouring Bharat Petroleum Corporation Ltd, payable at NEW DELHI. However, payment in cash / cheque is not acceptable. The Bank Guarantee towards security deposit should remain valid for contract period + an additional period of six months from the date of LOI . Please note that no interest shall be payable on such**

**security Deposit. The same shall be refunded on the completion of the contract to our satisfaction.**

**No exemption is allowed for this deposit , since this is required against product issued to vendor.**

**The Bank guarantee has to be issued in favour of Bharat Petroleum Corporation Limited, from a scheduled bank. The Bank guarantee will be independently verified by us.**

**28. OCTROI CHARGES :**

The octroi amount as applicable to be paid by the party at the time of clearing. The amount so said will be reimbursed by BPCL on producing the octroi payment slips.

**29. Selection:**

Tender is for a maximum period of one year, extendable to one more year. Standard tender terms / works contract guideline has to be followed. The job shall be awarded to first lowest (L1) and second lowest (L2) in the ratio of 80%: 20%. The L1 and L2 will be decided based on the net cash outflow for the job

**iii ) QUALITY CONTROL CHECKS WHICH THE TENDERER SHOULD BE ABLE TO DO AT HIS PREMISES**

**I) RANDOM QC CHECKS FOR POUCHES/containers :**

- 1) Visual appearance
- 2) Measurement of weight
- 3) Measurement of Capacity
- 4) Measurement of dimension
- 5) Colour
- 6) Drop Test
- 7) Ink jet Printing
- 8) Band sealing of pouches

**II) QC CHECKS FOR LUBE OILS :**

- 1) Visual appearance
- 2) Density
- 3) Kinematic viscosity. at 100 Deg. C.
- 4) Metals content
- 5) Flash point (PMCC) Deg.C.
- 6) Pour Point Deg.C.



### III) QC CHECKS FOR FILLED POUCHES :

- 1) Party to ensure that the filled pouches are kept for settling time of at least 24 hours before being supplied to plant. During the settling time , it has to be observed if there is any leak from pouches.
- 2) The sealing joints of the filled pouches to be intact when carried out a serial 4 drops from an height of 1.2 M
- 3) Accuracy of the filled product weight inside the pouch to the extent of +/- 2 gm for 40 ml and 60ml pouch and +/- 1.5 gm for 20 ml pouch

#### iv) **List of Testing equipments /facilities required for QC Checks**

The following equipment should be available for testing the oils:

- i. Thermometer (IP – 64 C)
- ii. Hydrometer (.8500-.9000 & .9000-.9500)
- iii. Standard Jars (25 ml, 50 ml and 100 ml)
- iv. Viscometers (constant .04)
- v. Stop Watch (Quartz make, 15 min., min. 1 seconds)
- vi. Constant Temp. Bath (100°C) along with standard Thermometer ASTM 121 C
- vii. PMCC-Flash point Apt. as per IS 1448:P-21
- viii. Pour Point Apparatus as per IS 1448:P-10
- ix. Standard weigh balance
- x. Standard weights
- xi. Sampling apparatus

v) **BANK GUARANTEE (SPECIMEN) FOR SECURITY DEPOSIT**

To be executed by Bank on Stamp Paper of appropriate value

1. In consideration of the BHARAT PETROLEUM CORPN. LTD., having its Registered office at 'BHARAT BHAWAN, 4&6, CURRIMBHOY ROAD, BALLARD ESTATE, MUMBAI-400 001. (hereinafter called "the Corporation") having agreed to exempt \_\_\_\_\_ having its office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the said contractor"/ "the said suppliers" / "the said sellers" / "the said buyers") from the demand under the terms and conditions of an Agreement/ Purchase Order / Letter of Intent ref. \_\_\_\_\_ dated \_\_\_\_\_ made between the Corporation and M/s \_\_\_\_\_ (hereinafter called "the said agreement" / "the said purchase order"/ "the said letter of intent/ "the said contract") of security deposit for the due fulfillment by "the said contractors" / "the said suppliers" / the said sellers" / "the said buyers\*" of the terms and conditions contained in "the said agreement / purchase order / letter of intent / Contract \*on production of a bank guarantee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only.  
We, \_\_\_\_\_ hereinafter

( indicate the name of the bank)

referred to as the bank (at the request of \_\_\_\_\_ do hereby undertake to pay to

( name of contractors/supplies/sellers/buyers\*)

the Corporation an amount not exceeding Rs. \_\_\_\_\_ against any loss or damages caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said contractors/suppliers/sellers/buyers if any of the terms and conditions contained in the said agreement/purchase order/letter of intent/contract.

2. We, \_\_\_\_\_ do hereby undertake

(indicate the name of the bank)

to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damaged caused to or would be caused to or suffered by the Corporation by reason of breach by the said contractors/suppliers/sellers/agreement/buyers, failure to perform the said agreement/purchase order/letter of intent/contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

3. We undertake to pay to the Corporation any amount so demanded notwithstanding any dispute or disputes raised by the contractors/suppliers/sellers/buyers \*in any suit or proceeding pending before any court or tribunal or Arbitrator relating there to our liability under this present being absolute and unequivocal).

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractors/suppliers/sellers/buyers shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the  
(Indicate the name of the bank)

guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement/purchase order/letter of intent/contract and it shall contain to be enforceable till all the dues of the Corporation under or by virtue of " the said agreement/purchase order/letter of intent/contract \*have been fully paid and its claims satisfied or discharged or till the Corporation certifies that the terms and conditions of the said agreement/purchase order/letter of intent/contract \*have been full and properly carried out by the said contractors/suppliers/sellers/buyers \* and accordingly discharge this guarantee.

Unless a demand or claim under this guarantee is made to us in writing on or before \_\_\_\_\_, we shall be discharged for all liabilities under this guarantee thereafter.

5. We, \_\_\_\_\_ further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement/purchase order/letter of intent/contract \* or to extend time of performance by the said contractors/suppliers/sellers/buyers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractors/suppliers/sellers/ buyers and forbear or enforce any of the terms and conditions relating to the said agreement/purchase order/letter of intent / contract \* and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractors/suppliers/sellers/buyers \* or for any forbearance act or omission on the part of the Corporation or any indulgence by the Corporation to the said contractors/suppliers/sellers/buyers or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractors/sellers/buyer \*.

7. We, \_\_\_\_\_ lastly undertake  
(indicate name of the Bank)

not to revoke this guarantee during its currency except with previous consent of the Corporation in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

For \_\_\_\_\_.

(Indicate the name and address of the bank)

**\*Strike out words not applicable.**

ARBITRATION CLAUSE

a) Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set off of the Company against the contractor or regarding any right, liability, act omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the *Director (Marketing)* of the Company or of some Officer of the Company who may be nominated by the *Director (Marketing)*. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the Company or that he had dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Company he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the *Director (Marketing)* as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the *Director (Marketing)* designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of the Company if the *Director (Marketing)* does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the *Director (Marketing)* or a person nominated by such *Director (Marketing)* or the Company as aforesaid shall act as arbitrator hereunder. 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 Act, 1940 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.

b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

c)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 Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

d) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without

seeking a formal reference of 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 therefrom has been referred to him originally and deemed to form part of the reference made by the *Director (Marketing)*.

e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.

f) The arbitrator shall have powers 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.

g) The arbitrator shall be entitled to direct any one 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 on or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.

h) 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 city of Mumbai only.

**TERMINATION CLAUSE**

Notwithstanding anything to the contrary herein contained, BPCL shall also be at liberty at its entire discretion to terminate this agreement forthwith upon or at any time after the happening of any of the following events namely:

If you commit a delay, breach or default of any of the terms, conditions, covenants and stipulations contained herein.

Upon death or adjudication as insolvent if you are individual (this clause is to be suitably modified if business is carried on by partnership or by limited company or by a co-operative society).

If any attachment is levied and continued to be levied for a period of seven days upon your effects.

If you are involved in any criminal offence relating to Moral Turpitude.

If a receiver is appointed of any of your property or assets.

If the License issued to you by the relevant statutory authorities is cancelled or revoked.

If you have made default in payment of any money of the BPCL without formal approval of the BPCL in writing.

If you fail to adhere to the instructions issued to you by the BPCL from time to time in respect of the business condition herein.

If you contaminate or tamper with the quality of BPCL's product given in you.

If the ownership / tenancy of the premises from which you are carrying on the business is transferred / terminated for any reason whatsoever.

If you, yourself or to your servant or agents commit or suffer to be committed any act which in the opinion of the Executive Director (Lubes) of the BPCL is prejudicial to the interest or good name of BPCL or its products. Executive Director (Lubes) shall not be bound to give reasons to such decisions.

The BPCL's right to terminate the contractual obligations under this clause shall be without prejudice to and without affecting any of its rights and remedies against you.

In the event of BPCL terminating this agreement under the provisions of this clause it shall not be liable to pay for any loss or compensation in respect of such termination.

Without prejudice to the foregoing provisions or anything to the contrary herein contained BPCL reserves the rights to terminate this agreement on giving 30 days written notice to the other parties without assigning any reasons for such termination.

**FORCE MAJEURE CLAUSE**

If at any time during the continuance of the Agreement the performance in whole or part by either party of any obligation under the Agreement shall be prevented or delayed by reason of any war, hostility, act of public enmity, civil commotion, sabotage, fires, floods, explosions epidemics, quarantine restrictions, strikes, lockouts or Acts of God (hereinafter referred as event), then provided notice of happening of any such event is given by either party to the other within twenty one days from the date of occurrences thereof, neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance.

Deliveries under the agreement shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Executive Director (LUBRICANTS), Bharat Petroleum Corporation Ltd., as to whether the deliveries have been so resumed or not, shall be final and conclusive. Provided further that the performance in whole or part of any obligation under the contract is prevented/delayed by reason of any such event specified above for period exceeding sixty days, either party may at their option terminate the agreement.



*ix) ANNEXURE IV*

**PENALTY CLAUSE FOR DELAYED DELIVERY**

The repacked material is to be supplied within the delivery time specified in the call-off. The tenderer will have to pay to the Corporation by way of penalty, an amount equal to 1/2% (one half percent) of the contracted price of the item so delayed for each week of such delay in delivery subject to a maximum of 5% of contracted price of that item.

x) **ANNEXURE V**

**SUB-LEASING & CENVAT CLAUSE**

**SUB-LEASING**

You shall not be allowed to sublet or assign any part of the order without our prior written consent.

**xi) ANNEXURE VI**

Declaration

I certify that –

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

I also certify that M/s. \_\_\_\_\_

*[name of the firm with which contract is being entered into]*

does not have a partner, who is a Director of BPCL or his relative.

Organization	
Name	
Designation	
Signature & stamp /seal	
Date & Place	

*xii) PRICE PART*

Sl no	Description	Qty	Unit	Rate in figure (₹ / 1000 no. of pouches)	Rate in words (₹ / 1000 no. of pouches)	Amount in figures (₹ / 1000 no. of pouches)	Amount in words (₹ / 1000 no. of pouches)
<b>Charges for repacking including uplifting of raw materials and input materials and despatch of finished packs at BPCL Plant as per detailed scope of the tender all complete</b>							
	category 1						
a)	20 ml pouches	12000	1000 no. of pouches				
b)	40 ml pouches	9000	1000 no. of pouches				
c)	60 ml pouches	2800	1000 no. of pouches				

- All statutory taxes and duties will be deducted as per governing laws at the time of execution.

xiii) **RISK PURCHASE CLAUSE** (Annexure VII)

BPCL reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the delivery schedule and other terms & conditions of the order/ tender. BPCL also reserves the right to get the repacking done through other sources at vendor's entire risk, cost, responsibility and consequences. Further, the vendor agrees that in such cases of repacking done through other sources by the BPCL, the differential amount paid by BPCL shall be on account of the vendor together with any interest and other costs accrued thereon for such repacking.

xiv) Annexure VIII

[On non-judicial stamp-paper of Rs.100/-]

**Declaration**

Sub.: Contract / Work Order No.:

Dated

We, \_\_\_\_\_, [hereinafter referred to as “the repackers”], hereby agree, undertake to faithfully observe and comply with the following during the performance of the contract.

1. We shall ----

a. Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious disease.

b. Be responsible for and arrange and bear costs of such equipments, cleaning materials, uniforms and other paraphernalia necessary to render effectively the services required by M/s. Bharat Petroleum Corporation Limited [hereinafter referred to as “the Corporation”].

c. Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Corporation under the above contract and shall maintain proper books of accounts, records and documents. We shall, however, as the employer have the exclusive right to terminate the services of any of our employees and to substitute any person instead.

d. Comply in all respects with the provision of all statutes, , rules & regulations applicable to us and/or to our employees and in particular we shall obtain the requisite license under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules made thereunder.

e. Ensure that our employees while on the premises of the Corporation or while carrying out their obligations under the contract observe the standards of cleanliness, decorum, safety and general discipline laid down by the Corporation or its authorised agents and the Corporation shall be the sole judge as to whether or not we and/or our employees have observed the same.

f. Employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of the Corporation.

g. Ensure that our employees will not enter or remain on the Corporation's premises unless absolutely necessary for fulfilling our obligations under the contract.

h. Not do or suffer to be done in or about the premises of the Corporation anything whatsoever which in the opinion of the Corporation may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the Corporation.

i. Not do or suffer to be done in or about the premises of the Corporation anything whereby any policy of insurance taken out by the Corporation against loss or damage by fire or otherwise may become void or voidable.

j. Be liable for and make good any damage caused to the Corporation's properties or premises or any part thereof or to any fixtures or fittings thereof or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.

k. Indemnify and keep indemnified the Corporation, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Corporation by or on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Corporation may now or hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by us of any of the terms and conditions of the contract. Without prejudice to the Corporation's other rights, the Corporation will be entitled to deduct from any compensation or other dues payable to us, the amount payable by the Corporation as a consequence of any such claims, demands, costs, charges & expenses. The Corporation shall not be responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about the Corporation's property and premises and in the event that the Corporation is made liable to pay any damage or compensation in respect of such employees, we hereby agree to pay to the Corporation such damages or compensation upon demand. The Corporation shall also not be responsible or liable for theft, loss, damage or destruction of any property that belongs to us or our employees lying in the Corporation's premises from any cause whatsoever.

2. It is hereby declared that we are, for the purposes of this contract, independent contractors and all persons employed or engaged by us in connection with our obligations under the contract shall be our employees and not of the Corporation. On the expiration of the contract or any earlier determination thereof, we shall forthwith remove our employees who are on the Corporation's premises or any part thereof failing which, our employees, agents, servants, etc. shall be deemed to be trespassers and on their failure to leave the Corporation's premises, the Corporation shall be entitled to remove all persons concerned [if necessary, by use of force] from the Corporation's premises and also to prevent them [if necessary, by use of force] from entering upon the Corporation's premises.

3. We hereby undertake and declare that, in the event the workmen / employees / persons engaged by us [“the Contractor’s employees”] to carry out the purposes hereof, attempt to claim employment with the Corporation or attempt to become so placed, then in all such cases, we shall assist the Corporation in defending all such attempts of the Contractor’s employees

**AND**

we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempts and in any appeal or appeals filed by the Corporation therein or relating thereto

**AND**

We hereby indemnify forever the Corporation against all such costs, charges and expenses including legal charges and against all and any loss, expense or damages, whether recurring or not, financial or otherwise, caused to or incurred by the Corporation, as a result of such attempt by the contractor’s employees.

It is hereby agreed that the Corporation shall be entitled to set off any debt or sum payable by us either directly or as a result of vicarious liability to the Corporation against any monies payable or due from the Corporation to us or against any monies lying or remaining with the Corporation and belonging to us or any of our partners or directors.

**To be witnessed by**

**Contractor’s Signature**

**Notary or by an official  
of BPCL**

**or  
Authorised Attorney**



xv) Annexure IX

**MEMORANDUM OF AGREEMENT FOR REPACKING  
LUBRICATING OIL IN PILLOW POUCH (LAMINATES)/STAND UP POUCHES AT  
OUR MAK LUBE PLANT, LONI**

THIS AGREEMENT ("Agreement") is made and entered into as of this Date \_\_\_\_\_ between:

1. BHARAT PETROLEUM CORPORATION LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at BHARAT BHAVAN 4 & 6 CURRIMBHOY ROAD BALLARD ESTATE MUMBAI 400001 Maharashtra India ("BPCL") and
2. Party Name:
3. **WHEREAS:**
  - (A) BPCL produces a diverse range of products, from petrochemicals and solvents to aircraft fuel and specialty lubricants and markets them through its wide network of Petrol Stations, Kerosene Dealers, LPG Distributors, Lube Shoppes, besides supplying fuel directly to hundreds of industries, and several international and domestic airlines.
  - (B) \_\_\_\_\_. owns and operates the Plant (as defined in section 1 of this Agreement) for the repacking of lubricant oil.
  - (C) BPCL will provide the Lubricating oil in bulk, Packaging Materials for the repacking of lubricant oil (as defined in Section 1 of this Agreement). The bulk and packaging materials has to be

uplifted from our BPCLlube plant at tenderers own transport including loading and unloading arrangements.

(D) \_\_\_\_\_ has the capability and is willing to repack lubricating oil and deliver at the Plant defined in Section I subject to and in accordance with this Agreement

**NOW, THEREFORE,** the parties hereto agree as follows:

### **Section 1 - Definitions**

For purposes of this Agreement, including the Exhibits hereto, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section I shall have the meanings herein assigned to them and any capitalized terms defined elsewhere in this Agreement by inclusion in quotation marks and parentheses, shall have the meanings so ascribed to them.

**"Business Day"** shall mean any day other than weekly off day, public or national holiday

**"Laboratory Test Specification"** shall mean a certificate, in a mutually agreed form, specifying the laboratory test results required by Manufacturing Specification on a sample of Raw Materials or Finished Products.

**"India"** shall mean the Republic of India.

**"Finished Products"** shall mean lubricant products meeting Manufacturing Specifications described in Exhibit A attached hereto (but as may be amended or supplemented by mutual agreement between BPCL & \_\_\_ from time to time, to be manufactured and/or blended, or re-packaged by \_\_\_ from time to time in accordance with this Agreement).

**"Manufacturing Specification (s)"** shall mean the data provided by BPCL from time to time for each Finished Product listed in Exhibit A. This data shall include laboratory test specifications and test methods.

**"Packaging Materials"** shall mean the various containers and/or container components conforming to specifications and designs as provided by BPCL. This will include drums, cans, pails, packs, cartons, labels and/or other forms of packaging for the Finished Products.

**"Packaged Products"** shall mean those Finished Products filled into the Packaging Materials of BPCL's specifications.

**"Person"** shall mean any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, estate, unincorporated organization or governmental body.

**"Plant"** shall mean \_\_\_\_\_.

**BHARAT PETROLEUM CO LTD**

**MAK Lubricant Plant,  
Village Teela, Shahbajpur, P.O. Loni,  
Distt Ghaziabad 201102 (U.P.)  
Office: 0120-2682994/95/96**

**"Charges"** shall mean the charges payable by BPCL to \_\_\_\_ for the performance of the services as described in Section 4.1, subject to and in accordance with this Agreement

**"Raw Materials"** shall mean the Bulk Lubricating Oil, Containers, Caps Cartons, Bopp tapes, such components to be specified by BPCL and which may be amended from time to time by mutual agreement.

**"Term"** shall mean the period starting on the 1<sup>st</sup> April 2011 and ending at midnight on the day on which this Agreement for whatever reason terminates or expires

**Section 2 - Duration**

- 2.1 This Agreement shall be for a term of one year commencing on \*\*\*\*\* to \*\*\*\*\* . This Agreement may further be renewed on such terms and conditions as agreed by the parties for the term of further one year. The extension of agreement for one more year depends at the sole discretion of Plant Manager, BPCL MAK Lube Plant, Loni. This agreement may be terminated by as per the Termination Clause mentioned in the Tender Reference \_\_\_\_\_.
- 2.2 Termination of this Agreement pursuant to any provision hereof shall not prejudice the terminating party's rights against the other party accrued prior to the date of termination.

### **Section 3 - Repacking of Finished Products and Associated Services**

#### **3.1 Repacking and Delivery of Finished Products:**

The exact requirement for repacking will be intimated to \_\_\_\_\_. by BPCL from time to time (presently monthly/weekly call up are advised). \_\_\_\_\_ will be required to adhere to the delivery schedule. It is emphasised here that strict adherence to the delivery schedule is of utmost importance to BPCL . In the event of our inability to accept the re packed materials at our Plant in line with delivery schedule due to circumstances beyond our control No detention charges will be paid.

#### **SYSTEM FOR OPERATION :**

\_\_\_\_\_ shall carry out total operation for repacking as per Instructions and Guidelines issued by BPCL \*\*\*\*\*, from time to time.

- n) BPCL will supply you oils in bulk, which will have to be uplifted by \_\_\_\_\_ in Tank Lorry transport at their own risk and cost from our \*\*\*\*\* Plant, \*\*\*\*\* The Tank Lorry should be cleaned (internally & externally) before upliftment of bulk oil. Ownership of the product during transit is with \_\_\_\_\_.
- o) \_\_\_\_\_ will uplift HDPE Containers, Stickers, cartons, labels laminates & BOPP tapes from \*\*\*\*\* per instructions from \*\*\*\*\*

\_\_\_\_\_ shall also arrange to keep stock of HDPE Containers, Stickers, cartons, labels laminates & BOPP tapes etc. as advised by BPCL which may be minimum of 15 day coverage (for each grade/ pack) at any point of time.

- p) On receipt, at \_\_\_\_\_. filling site, Lube oil shall be tested for density, temperature and relevant tests by \_\_\_\_\_. after drawing random samples to ensure that it matches the specifications given by BPCL, BPCL lube. \_\_\_\_\_ shall also maintain proper records of such testing.
- q) \_\_\_\_\_ .. shall arrange for keeping all pipelines and filling systems internally clean.
- r) All necessary equipment, apparatus etc and labour required for carrying out the above job, to the satisfaction of Plant Manager BPCL lube, shall be arranged by \_\_\_\_\_ .. at your cost.
- s) Filling and weighing machines suitably approved and duly stamped by the Weights & Measures Dept. only shall be used. Filling accuracy will be monitored for volume specified @ 29.5 deg. C on the packs.
- t) Any inaccuracy in filling shall be viewed seriously and repetition of the same shall be considered as breach of contract, leading to termination of contract.
- h. \_\_\_\_\_ .. will also observe all quality control measures as may be laid down by BPCL, BPCL lube from time to time. The above QC guidelines are as per the prevailing requirements. However, they are subject to change from time to time and will be intimated to you accordingly. \_\_\_\_\_ .. are required to ensure compliance immediately and if it requires to put up additional facilities one month period will be given for the compliance from the date of intimation of the same.
- i) Maximum Retail Price (MRP) on filled pouches will be printed only by inkjet printing.

Changes to any of the arrangement set out in this Section 3.1 can only be implemented after written confirmation given by BPCL to \_\_\_\_\_ .. .

- 3.2 **Production target:** BPCL will supply \_\_\_\_\_ .. requirement for Repacking lubricating oil from time to time (monthly/weekly call up) and \_\_\_\_\_ .. will be required to adhere to the schedule given by BPCL.

The payment of the same will be according to the payment schedule as described in the Exhibit 'B'

**(B) REPACKING CHARGES**

Sr. No.	Repacking Size	Quantity in nos. of filled containers in thousands	Rate of Repacking (Rs. Per 1000 containers)
1.	20 ml pouches		
2.	40 ml pouches		
3.	60 ml pouches		

3.3 BPCL will coordinate for replenishment of raw material, packing material as per the schedule of various inputs considering the lead time, supply sources and delivery modes.

3.4 **Storage**

(a) **Bulk.** Raw Materials, Finished Products stored in bulk shall be stored in dedicated tankage and shall not be mingled with any other substances.

(b) Title of Raw Materials, Packaging Materials & Finished Product: - The ownership of all the Raw Materials, Packaging Materials & the Finished product received and stored at the Plant by \_\_\_\_\_ .. shall remain vested in BPCL . \_\_\_\_\_ .. shall be liable to compensate BPCL for any loss of product or damage of such Raw Materials, Package Materials and due to negligence, willful act or omission of \_\_\_\_\_ .. or any of its employees, agents, associate, and representative. No operational losses is allowed for either bulk oil or packaging materials.

(c) BPCL will conduct monthly stock check at the premises of----- , on 1<sup>st</sup> available working day of the month. \_\_\_\_\_ has to assist BPCL in stock checking and sign the

joint stock checking report. \_\_\_\_\_ has to stack/ store the products properly to facilitate stock checking.

- (d) BPCL reserves the right to do surprise checking, sampling of their product at the premises of \_\_\_\_\_.
- (e) By \_\_\_\_\_ seventh working day following the close of each month, \_\_\_\_\_ .. shall forward to Plant Manager, BPCL lube an inventory report in a form approved by BPCL showing each receipt of components, each blend and package filled, and each Finished Products shipment out during the month, any losses during the month and physical stock balances on hand at the beginning and close of the month (listed by stock keeping unit [SKU] number) of components, Finished Products, Packaged Products, and work-in-progress. \_\_\_\_\_ .. shall reconcile all Finished Products (bulk and packaged) deliveries each month by the 10<sup>th</sup> day of the following month.

### **3.5 Quality of Finished Products**

\_\_\_\_\_ .. shall perform for BPCL those mutually agreed quality control tests and procedures set forth in Exhibit C.

### **3.7 Samples**

\_\_\_\_\_ .. shall maintain a sample of at least one liter from each batch of Finished Products re-packaged for BPCL. The sample shall be maintained for at least one year and shall be given to BPCL upon written request.

### **3.8 Raw Materials and Packaging Materials**

- (a) \_\_\_\_\_ .. shall only use Packaging Materials provided by BPCL & BPCL nominated suppliers in the repacking of Finished Products under this Agreement. \_\_\_\_\_ .. shall receive such Packaging Materials, from BPCL's nominated suppliers. \_\_\_\_\_ .. shall coordinate with BPCL's nominated suppliers with respect to the delivery of such Packaging Materials.
- (b) \_\_\_\_\_ .. shall ensure all Packaging Materials are inspected on random basis/cube-root method for defects against specifications provided by BPCL and no defective packaging materials are incorporated in the packaged products.
- (c) \_\_\_\_\_ .. shall inform BPCL of any laboratory Test Specifications values that do not comply with the Specifications provided by BPCL, within three days of its receipt of the particular laboratory Test Specifications.

- (d) Any materials supplied by BPCL and/or its suppliers' if does not conform to laid down specifications, after storing at \_\_\_\_\_ .. \_\_\_\_\_ plant will not be used in blending & filling of lubricants at plant. BPCL shall inspect such materials within three days from the date of receipt and arrange disposal of the same. The total expense pertaining to loading, storage etc. of such defective materials shall be borne by \_\_\_\_\_ ..

### 3.9 Operational Loss of Raw Materials, Packaging Materials and Finished Products.

Losses for Bulk Material and packaging materials during stock checking:

This will be allowed maximum to the extent of 0.1 % of filled quantity in a particular month for a particular grade and pack. The loss will be calculated based on the actual physical stock checking carried out by BPCL representative from time to time and not allowed on notional basis. Re packer cannot account losses flat @ 0.1 %. Any loss beyond 0.1% will be recovered from the repacker. Accounting of loss/ gain should take place product/ packaging material wise. Also, loss/ gain of a month cannot be carried forward in the next month and recovery towards losses has to be made on monthly basis by the 10th of the following month by plant manager. The rate of recovery should be as follows:

- iii. For Bulk Material : For Losses beyond 0.1 % for bulk product recovery will be made as per rate of DBP in barrel (including excise duty) of the respective material less landed cost of empty barrel applicable as per LPUP plus penal charges of 15 % of DBP .
- iv. For Packaging Material : Losses on account of physical shortage will be calculated on monthly basis as per LPUP (basic) + VAT + Excise duty + other charges like octroi + transportation charges + penal charges of 15 % of the total value.

The recovery towards losses should be done on monthly basis and the re packer is to be advised by respective role holder at plant to pay the amount by Demand Draft/ Pay Order within ten days of the following month. In case of non payment by re-packers, within 10 days the BG amount is required to be revoked by the Plant Manager including the value of materials lying with the repacker.

a. Loss towards off spec product

Losses towards off spec product should be recovered for the full quantity without any allowance irrespective of whether the off-spec is identified at the repackers premise or during receipt at plant.



The packed products received from re packer should be verified in line with the guidelines as per the Operations Manual and QC Manual. At the time of receipt of finished packs, in case it is observed to be off spec (declared off spec by Plant QC) because of any reason, the entire batch is required to be taken under the custody of by the plant Manager and bulked. Vendor should bear cost of bulking. The re-packer should be informed about the off spec and advised to visit the plant within two working days of receiving the information to verify the off spec product and jointly certify the statement confirming the material as off-spec. In case the re-packer fails to turn up within two working days then plant manager should go ahead of the recovery procedure and take other necessary action for reprocessing, etc. The recovery from re-packer towards off spec materials should be as follows:

- iv. Value of oil if the oil after bulking cannot be reprocessed.
- v. Cost of reprocessing, if the bulked oil can be reprocessed
- vi. Cost of all packaging material of the rejected lot irrespective of whether the product can be reprocessed or not.

The decision of Plant Manager will be final authority for deciding which oil can be reprocessed and which cannot be, and it will be based on approval from Plant Laboratory/ QC.

The recovery rate will be as per below:

- D. Bulk Lubricants : The recovery rate will be DBP in barrel (including excise duty) of the respective material less landed cost of barrel applicable as per LPUP plus penal charges of 15 % of DBP .
- E. Packaging Material : LPUP (basic)+ VAT + Excise duty + other charges like octroi+ transportation charges+ penal charges of 15 % of the total .
- F. Reprocessing cost : As decided by Plant on the basis of existing average blending cost of similar grades which should be confirmed by HQ Finance.

Beside penal action as explained above, in case of QC failure more than 3 times during the tenure of the contract, BPCL will consider stricter action including suspension / termination of the contract.

The recovery towards off spec losses should be done on immediate basis and the re packer is to be advised by respective role holder at plant to pay the amount by Demand Draft/ Pay Order within one week from monthly actual incidence date of such off specs.

In case the of non- payment by re packers, within one week, the BG amount is required to be revoked by the plant Manager including the value of materials lying with re-packer

**3.10** \_\_\_\_\_ shall arrange to provide for proper training and development of all \_\_\_\_\_ staff in proper quality assurance and \_\_\_\_\_ repacking to meet the norms specified by the BPCL.

Adequate supervision by competent person shall be ensured while repacking / filling the oil.

**13.11** \_\_\_\_\_ .. shall maintain proper records of receipt of Containers / empty cartons/ BOPP tapes/ lubricating oils in bulk and, filling done, dispatches of filled pouches, opening & closing of stock of lub oils/ containers / empty cartons / BOPP tapes/ filled containers. \_\_\_\_\_ .. shall also advise the same to Plant Manager, BPCLlube latest by 2<sup>nd</sup> of every month for previous month.

**13.12** \_\_\_\_\_ .. shall operate in such a manner so as to give clear indication to the third party that all Lube oils/ containers/ cartons etc. belong to BPCL. \_\_\_\_\_ .. shall not sell, transfer, alienate, mortgage, change, hypothecate, pledge or otherwise create any encumbrances on all or any of the said goods.

**13.13** \_\_\_\_\_ .. shall maintain business secrecy and BPCL marketing discipline in full. \_\_\_\_\_ .. shall observe formalities relating to excise duty / sales tax registration provident fund registration etc. whichever are applicable to the repacking activity. The Packaging material/ bulk issued from Plant against 4 (5 a) should be returned to BPCL within 90 days period.

**13.14** \_\_\_\_\_ .. shall not infringe, copy, initiate or otherwise deal with brand name, trade, merchandise marks or devices of designs/copyright belonging to us.

**13.15** \_\_\_\_\_ shall maintain inventory of filled cases in different packs for 100% fulfillment of monthly call ups

**13.16** \_\_\_\_\_ .. shall deliver properly packed filled containers to BPCLlube Plant time to time, as per Purchase Orders/Call-ups.

**13.17** Each consignment should be accompanied with batch test report, as per the format provided by BPCL.

**13.18** Within 15 days from the date of termination of this contract, \_\_\_\_\_ Shall arrange to return at your cost all our goods, (i.e. Lube Oil, laminates/ bulk oil, filled pouches, carton, BOPP tapes etc and any other goods issued to you on returnable basis)to BPCL or any other place within Greater Mumbai as per BPCL, BPCLlube's instructions. Any shortage detected during subsequent settling of accounts between goods issued and goods received shall be recovered by debiting from \_\_\_\_\_ .. account cost of Lub Oils and other goods at our then prevailing list price of such lub oils in bulk and that of other goods at the then prevailing procurement rate.

**13.19** \_\_\_\_\_ shall maintain manual documentation for stocks (oil, containers, cartons, BOPP tapes, etc.) as per instructions of BPCL-BPCL. BPCL may provide software if found necessary and desirable.

xiii) Monthly stock statement & reconciliation shall be done along with BPCL representative.

#### **Section 4 - Confidentiality**

- 4.1 A party (Recipient) shall maintain the confidentiality of all data and technical information supplied by the other party (Disclosing Party), relating to the manufacture or blending of Finished Products and re-packaging of bulk finished products. The Recipient shall not use the data and technical information for any purpose other than to manufacture, blend and ship the Finished Products or to re- package and ship the finished products and shall not disclose the data or technical information to any third party.
- 4.2 Provisions of Section 5.1 shall not apply to data and technical information which (a) currently or later becomes part of the public domain, (b) was developed by the Recipient prior to its receipt directly or indirectly from the Disclosing Party, or (c) was furnished to the Recipient by a third party without breach by that third party of any obligations of confidentiality concerning that information.
- 4.3 The Recipient's receipt of data and technical information covered under Sections 5.1 and 5.2 shall not grant in any form a license to the Recipient in any patent rights the Disclosing Party may own or Control.

#### **Section 5 - Plant Inspection**

- 5.1 \_\_\_\_\_ safe operation of its Plant is of great importance to both parties. Accordingly, BPCL may inspect \_\_\_\_\_ Plant for potential health, safety and quality control problems at anytime during the term of this Agreement. BPCL shall advise \_\_\_\_\_ of any procedures that it observes during these inspections that pose a health, safety or quality control risk.
- 5.2 BPCL acknowledges that it will be granted access to \_\_\_\_\_ Premises only for it to fulfill its obligations under this Agreement and BPCL agrees that its personnel will comply with all appropriate directions given by \_\_\_\_\_ personnel in the event of an emergency or security breach or any other matter as it may arise.

#### **Section 6 - Product Inspection**

- 6.1 BPCL shall have the right to inspect and test, or appoint a representative to inspect and test, at the Plant each batch of Finished Products manufactured and/or blended, or re-packaged by \_\_\_\_\_ to determine if they meet BPCL's Manufacturing Specifications.

6.2 \_\_\_\_\_ .. shall from time to time during the Term (but not thereafter) at the request of BPCL, perform such analysis as can be performed (as per exhibit C) in their laboratory to assist in evaluation of customers enquiries relating to the Finished Products.

### **Section 7 - Orders and Delivery**

Upon receipt of BPCL's monthly call up sent to \_\_\_\_\_ .. by fax or email, \_\_\_\_\_ .. shall fill and make available for delivery ex-plant Finished Products to BPCL's to meet 100% call up requirement.

### **Section 8 - Payment and Invoicing**

#### **8.1 Invoices.**

Once a month \_\_\_\_\_ .. shall raise invoice on BPCL for the Charges for manufacturing and/or blending, filling or repacking of Finished Products as agreed by BPCL .

\_\_\_\_\_ .. shall send all original invoices (in hard copy format) to BPCL at the address set out in the Tender Reference XXXXXXXXXXXXX

8.2 The Charges shall be inclusive of taxes like service tax etc. and the same shall be reimbursed by BPCL to \_\_\_\_\_ .. within 30 days .

8.3 \_\_\_\_\_ .. by delivering an invoice, represents and warrants that all documents submitted in support of its invoice are true and correct.

#### **8.4 Payment of Invoices**

##### **Payment Timing**

Payment of charges for the manufacturing and/or blending, or the re-packing of Finished Products shall be settled through NEFT payment at Mumbai within 30 days of the month following the month in which services are rendered by \_\_\_\_\_ ..

**Section 9 –Delivery: Title and Risk**

- 9.1 \_\_\_\_\_ .. shall make the Finished Products available at the Plant, on an ‘ex-works’ ("EXW") basis.
  
- 9.2 Risk of loss or damage of the Finished Products shall pass to BPCL when Finished Products leave the plant Gate for ex-works deliveries,

**Section 10 – Measurements**

- 10.1 Bulk Loading for Trucks. \_\_\_\_\_ .. shall be responsible for assuring that the quantities, specified as contents of a truck filled by \_\_\_\_\_ .. will be in full measure and in compliance with the quantity shown or on the bill of lading to be delivered to BPCL
  
- 10.2 All volumes used for measurement shall be temperature corrected to 29.5 degree Celsius in accordance with the latest edition of the joint API/ASTM-IP Petroleum measurement tables. \_\_\_\_\_ .. shall ensure that the packing accuracies are within the statutory norms prescribed, and indemnifies BPCL in this regard with respect to the Standards of Weights and Measures Act and the rules are made there under ("SWAM").
  
- 10.3 \_\_\_\_\_ .. shall obtain and maintain licensed certification from Weights & Measures Dept. of all Filling, weighing machines & measuring devices affecting BPCL billing at least annually or more often if so required by applicable law. Copies of the licensed certification or evidence of metering device compliance will be provided to BPCL

**Section 11 - Independent Contractors**

Nothing in this Agreement shall be construed to constitute BPCL or \_\_\_\_\_ .. as a partner, joint venture, agent or other representative of the other. Each is an independent company retaining complete control over and complete responsibility for its own operations and employees.

**Section 12 - Insurance**

12.1 \_\_\_\_\_ .. shall procure and maintain at its sole expense all insurance for assets of the Plant, required by applicable laws.

12.2 \_\_\_\_\_ .. to insure Packed Stock, bulk Oil, and packaging materials or any other material issued by BPCL etc lying with \_\_\_\_\_ .. at any time against all perils like Theft, Fire, Floods civil commotion etc & Transit Risk

### **Section 13 -Force Majeure**

13.1 If at any time during the continuance of the agreement , the performance in whole or part by either party of any obligation under the agreement shall be prevented or delayed by reason of any war, hostility, act of public enmity, civil commotion, sabotage, fires, floods, explosions epidemics, quarantine restrictions, strikes, lockouts or acts of god (herein referred as event), then provided notice of happening of any such event is given by either party to the other within twenty one days from the date of occurrences thereof , neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance

13.2 Deliveries under the AGREEMENT shall be resumed as soon as practicable after such events come to an end or ceased to exist and decision of executive director (lubricants), BPCL as to whether the deliveries have been so resumed or not, shall be final and conclusive. Provided further that the performance in whole or part of any obligation under the contract is prevented/delayed by reason of any such event specified above for period exceeding sixty days, either party may at their option terminate the agreement

### **Section 14 - Assignment**

Neither party may assign any of its rights and obligations under this Agreement without the consent of the other party. Any attempted assignment without consent shall be void.

### **Section 15 - Hazards and Compliance with Environmental, Health and Safety Laws**

15.1 The Finished Products covered under this Agreement are or may become hazardous. \_\_\_\_ . shall inform and familiarize all employees, agents and contractor who may handle these materials of all

hazards pertaining to them, goods made there from, all uses or applications thereof, containers in which the materials may be shipped or stored, equipment with which it is used and/or handled and any governmental laws and regulations relating thereto. NPL undertakes to (a) label all applicable containers as appropriate and as may be legally mandated to give due warning and protection to its employees, agents and contractors from such hazards; and (b) inform, protect and train its agents and employees in the safe and proper uses, handling and labeling of the Finished Product.

- 15.2 \_\_\_\_ . shall assure compliance with all laws, statutes applicable to filling in small pack of the Finished Products including environmental law or regulation with respect to air, water, groundwater or soil, or any pollution control laws in full and shall indemnify BPCL against any losses suffered by BPCL on account of any breach of such laws.
- 15.3 \_\_\_\_ . will be responsible for compliance with all applicable governmental worker safety laws and regulations.
- 15.4 \_\_\_\_ . will immediately notify BPCL, within twenty four (24) hour maximum, of accidents involving BPCL Property on \_\_\_\_ . property or within the \_\_\_\_ . Knowledge.
- 15.5 \_\_\_\_ . represents and warrants that it understands the hazardous nature of the substances which may be involved with the Services and the risks which are presented to persons, property and the environment.

#### **Section 16 - Compliance with Applicable Laws**

In the performance of this Agreement, both BPCL and \_\_\_\_ . shall comply with all applicable governmental laws, orders or regulations. \_\_\_\_ . to comply with Laws of Prevention of Child Labour while during the tenure of this agreement

#### **Section 17 - Trademarks**

Labels, packages, technical information or any other materials provided to \_\_\_\_ . shall contain trademarks, brand names, trade names, hallmarks, designs and color schemes which BPCL has the right to use. \_\_\_\_ . shall not infringe copy, imitate or otherwise deal with brand name, trade merchandise marks or devices of designs/copyright belonging to BPCL, except as necessary for \_\_\_\_ . to carry out its obligations under this Agreement.

Section 18 – Notice

Any notices required or permitted to be given or made under this Agreement by one of the parties to the other shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered in person or if mailed by registered mail addressed to such party (ies) as shown below:

If to BPCL:

**The Plant Manager,  
BHARAT PETROLEUM CORPORATION LIMITED  
MAK Lubricant Plant,  
Village Teela, Shahbajpur, P.O. Loni,  
Distt Ghaziabad 201102 (U.P.)  
Office : 0120-2682994/95/96**

If to \_\_\_\_\_:

Specify designated person /position

Or to such other address as the addressee shall have by notice given to the other party in manner provided herein. A notice shall be considered delivered upon the earlier of (i) three (3) Business



Days of the date following the date it was transmitted or mailed or (ii) acknowledgment of notice by the party(ies) to be notified.

## **Section 19 – Arbitration**

- 19.1 Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set off of BPCL against \_\_\_\_ . or regarding any right, liability, act omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of BPCL or of some Officer of the BPCL who may be nominated by the Director (Marketing). \_\_\_\_ . will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of BPCL or that he had dealt with the matters to which the contract relates or that in the course of his duties as an Officer of BPCL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of BPCL if the Director (Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director (Marketing) or a person nominated by such Director (Marketing) or BPCL as aforesaid shall act as arbitrator hereunder. 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 Act, 1940 or any statutory modification or re-enactment thereof and the rules made hereunder for the time being in force shall apply to the arbitration proceedings under this clause.
- 19.2 The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall by writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

- 19.3 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 Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- 19.4 The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement without seeking a formal reference of 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 has been referred to him originally and deemed to form part of the reference made by the Director (Marketing).
- 19.5 The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- 19.6 The arbitrator shall have powers 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.
- 19.7 The arbitrator shall be entitled to direct any one 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 on or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
- 19.8 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 city of Mumbai only.
- 19.9 All disputes or differences whatsoever which shall at any time hereafter arise between the parties hereto, relating to or concerning the terms of this Agreement, its construction or effect or as to rights, duties or liabilities of the parties hereto under or by virtue of the terms of this agreement which disputes or differences cannot be resolved by the parties, shall be referred to the competent court in Mumbai.
- 19.10 The agreement is deemed to have been executed in Mumbai and only the courts of law in Mumbai shall have jurisdiction to entertain any disputes between the parties relating to the terms of this agreement.

## Section 20 -Termination

20.1 Notwithstanding anything to the contrary herein contained, BPCL shall also be at liberty at its entire discretion to terminate this agreement forthwith upon or at any time after the happening of any of the following events namely:

- a) If \_\_\_\_ . commit a delay, breach or default of any of the terms, conditions, covenants and stipulations contained herein.
- b) Upon death or adjudication as insolvent if \_\_\_\_ . is individual (this clause is to be suitably modified if business is carried on by partnership or by limited company or by a co-operative society.)
- c) If any attachment is levied and continued to be levied for a period of seven days upon \_\_\_\_ . effects.
- d) If \_\_\_\_ . is involved in any criminal offence relating to Moral Turpitude.
- e) If a receiver is appointed of any of \_\_\_\_ . property or assets.
- f) If the license issued to \_\_\_\_ . by the relevant statutory authorities is cancelled or revoked.
- g) If \_\_\_\_ . have made default in payment of any money of the BPCL without formal approval of the BPCL in writing.
- h) If \_\_\_\_ . fail to adhere to the instructions issued to you by the BPCL from time to time in respect of the business condition herein.
- i) If \_\_\_\_ . contaminate or tamper with the quality of BPCL's product given in you.
- j) If the ownership / tenancy of the premises from which \_\_\_\_ . is carrying on the business if transferred/terminated for any reason whatsoever.

- k) If \_\_\_\_ . itself or to its servant or agents commit or suffer to committed any act which in the opinion of the Executive Director (Lubes) of the BPCL is prejudicial to the interest or good name of BPCL or its product. Executive Director (Lubes) shall not be bound to give reasons to such decisions.
- l) The BPCL's right to terminate the contractual obligations under this clause shall be without prejudice to and without affecting any of its rights and remedies against \_\_\_\_ ..

In the event of BPCL terminating this agreement under the provisions of this clause it shall not be liable to pay for any loss or compensation in respect of such termination.

### **Section 21 - Remaining Stock on Expiration or Termination**

- 21.1 On the expiration or termination of this Agreement for any reason, \_\_\_\_ . shall return to BPCL all the goods of BPCL like Finished Products, Raw Materials like Bulk Oil, Packaging Materials and any other goods issued to \_\_\_\_ . by BPCL. \_\_\_\_ . shall arrange to deliver the same from the premises of \_\_\_\_ . at its own cost and expenses to BPCL's premises within a period of fifteen days from date of termination of the contract.
- 21.2 Immediately after the closure of business on the effective termination date (End Date), \_\_\_\_ . must carry out a full physical stock take of Remaining Stock in the presence of at least one representative of BPCL
- 21.3 Following the stock take, \_\_\_\_ . must:
- (1) Compile a list of Remaining Stock in accordance with the principles in Section 23.1 (the Remaining Stock List); and
  - (2) provide the Remaining Stock List to BPCL by no later than seven (7) Business/working days following the End Date.
- 21.4 At the sole option of BPCL, \_\_\_\_ . can purchase in whole or in part the items in the Remaining Stock List at a mutually agreed price with BPCL within thirty (30) days of BPCL's receipt of the Remaining Stock List.

## **Section 22 - Severability**

This Agreement is subject to all applicable laws and nothing herein is intended to violate any such law. If any Section or provision of this Agreement is held to be invalid or unenforceable by any court, the invalidity or unenforceability of such Section or provision does not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable Sections or provision had not been contained in this Agreement.

## **Section 23 - Entirety**

This Agreement, including any Exhibits attached hereto, embodies the entire agreement between the parties regarding the matter set forth herein and supersedes all prior and contemporaneous agreements or understandings covering the subject of this Agreement, whether oral or written, between the parties.

## **Section 24 - Waiver**

No course of dealing and no delay by either party in exercising any right, power or shall operate as a waiver thereof or otherwise prejudice its rights, powers or remedies. No waiver actually made by either party of any breach of the terms of this Agreement by the other shall be construed as a waiver of any succeeding breach of the same or any other term herein. No right, power or remedy conferred hereby or available at law shall be exclusive of any other right, power or remedy.

The provisions hereof may be waived, supplemented or amended only by an instrument in writing signed by a duly authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

SIGNED for and on behalf of

**BHARAT PETROLEUM CORPORATION LIMITED** by

Name: \_\_\_\_\_

Title: Plant Manager (Lubes) BPCL

**WITNESSES:**

1.

2.

**SIGNED for and on behalf of**

**M/S.** \_\_\_\_\_ ..

**Name:**

**Title :**

**WITNESSES**

1.

2.

**Exhibit A**

Quality Control Tests and Procedures

*Quality Control tests to be conducted in house with available facilities*

List of testing equipment/ facilities required for QC checks :

The following equipment should be available for testing the oils:

- a. Thermometer (IP – 64 C)
- b. Hydrometer (.8500-.9000 & .9000-.9500)
- c. Standard Jars (25 ml, 50 ml , 100 ml,250 ml ,500 ml and 1000 ml )
- d. Viscometers ( Range will be provided by BPCL QC)
- e. Stop Watch (Quartz make, 15 min., min. 1 seconds)
- f. Constant Temp. Bath (100°C and 40°C )along with standard Thermometer ASTM 121 C )
- g. COC -Flash point Apt. as per IS 1448:P-69
- h. Pour Point Apparatus as per IS 1448:P-10

**QUALITY CONTROL CHECKS WHICH SHOULD BE ABLE TO DO AT REPACKES PREMISES**

IV) RANDOM QC CHECKS FOR PACKAING MATERIAL :

- 9) Visual appearance
- 10) Measurement of dimension
- 11) Colour

V) QC CHECKS FOR LUBE OILS :

- 7) Visual appearance
- 8) Density
- 9) Kinematic viscosity. at 100 Deg. C.
- 10) Kinematic viscosity. at 40 Deg.C.
- 11) Viscosity Index
- 12) Flash point (COC) Deg.C.

13) Pour Point Deg.C.

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Dated the \*\*\*\*\*

**Between**

**BHARAT PETROLEUM CORPORATION LIMITED**

**And**

\_\_\_\_\_ ..

MEMORANDUM OF AGREEMENT FOR REPACKING LUBRICANTS FOR THE PERIOD OF ONE YEARS