

**NOTICE INVITING E-TENDER**

**CENTRAL PROCUREMENT ORGANISATION (MKTG.)  
BHARAT PETROLEUM CORPORATION LIMITED  
A – INSTALLATION, SEWREE FORT ROAD  
SEWREE – EAST, MUMBAI – 400 015.**



**OPEN TENDER**

**SUPPLY OF VARIOUS TYPES OF GREASES & COMPOUNDS TO BPCL LOCATIONS AT  
MUMBAI, CHENNAI, KOLKATA and LONI (Ghaziabad, U.P).**

**CRFQ No: 1000364216**

**BID SUBMISSION DUE ON: 17.02.2021 AT 15:00 HRS**

**Date: 28.01.2021**

Dear Sir /Madam,

E-Tender for processing, packing and supply of various types of Greases & Compounds to BPCL plants at Mumbai, Chennai, Kolkata, & Loni (Ghaziabad, U.P.) for Two year period

Bharat Petroleum Corporation Limited (BPCL) is a Fortune 500 company of Government of India (PSU), working under MOP&NG. The company is in the refining and marketing of wide range of petroleum products across our country. The Lubricants & Greases are manufacture and marketed under the brand name MAK® Lubricant.

Quotations are invited through E-tender under TWO-BID system (Technical Bid & Price Bid) from manufacturer of Greases & Compounds for the supply of various types of Greases & Compounds in various pack sizes to BPCL plants located at Mumbai, Chennai , Kolkata & Loni Dist. Ghaziabad U.P. as per terms and conditions mentioned herein.

Bidders are requested to go through the **Bid Qualifying Criteria**, mentioned in **Annexure-III**. The parties applying for tender are required to confirm acceptance of all parameters covered in Bid Qualification Criteria (**Annexure -III**).

The best offer can be uploaded on our e-tendering website <https://bpcleproc.in> using E-procurement Technologies (ETL) system at the upload slots provided for the same. Please note that a digital certificate is mandatory and that the party must registered on the website as a vendor before participating in the tender.

All the tender documents along with all annexures and Price Bids shall be required to be digitally signed with a Class II B or above digital signature by the authorized signatory of bidder. Online submission of the tender under the digital signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions.

For detailed instructions on using our e-tendering portal, please refer to General Instructions to bidders for E-Tendering. (**Annexure- I**) No manual bids will be permitted.

***The last date for submission of bids is 15:00 hrs on 17.02.2021.*** Bids submitted after due date and time will be automatically rejected by the system. Bidders are advised to complete bidding process well in advance of the above deadline. Detailed calendar is available on the tendering portal.

Virtual Pre-bid meeting is scheduled on **03.02.2021 at 11:00 hrs** through virtual mode on MicroSoft Teams. Bidders shall communicate their e-mail id to [kumararb@bharatpetroleum.in](mailto:kumararb@bharatpetroleum.in) latest by 02.02.2021, 15:00 hrs. "Virtual Pre-bid Meeting" Link shall be sent to the bidders email by BPCL.

The technical bid of the tender will be opened online at above mentioned website at 15:30 hrs on 17.02.2021. No separate intimation will be sent in this regard, unless there is a change in the date/time/place of opening of tender, which will be published only in the e-tendering portal. Commercial bids i.e. Price bids of only those parties who are qualified the BQC & other tender conditions will be opened at a later date.

The tenderer should download the tender document from e-procurement system on <https://bpcleproc.in> and after carefully reading the same should click the online acceptance under his/her login ID, as token of acceptance of all terms & conditions therein.

The price bid is to be filled on the electronic price bid format on the e-tendering system. For any query the tenderer may contact on 022- 24176415 or 022-24176417.

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## ANNEXURE -I

### **General Instructions to vendors for e-tendering**

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

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79 68136861 /+91 79 4001 6816 | 6848 | 6844 | 6868 & Tel: +91 22 65354113 | 65595111) for obtaining the digital signature certificate.

4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcleproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Price bid of only those vendors shall be opened whose Technical bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - (i) Vendors are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest, if not done earlier.
  - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
  - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid

and submit once again. In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

- (iv) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
  - (v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
  - (vi) No manual bids/offers along with electronic bids/offers shall be permitted.
7. The vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
8. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
9. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.  
In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:
- A. For system related issues :  
M/s. E-Procurement Technologies Ltd at contact no. Tel: 0120- 2474951; 033- 24293447; +91 22 65354113 | 65595111 & Tel: +91 79 68136861| 68136871) followed with an e-mail to id [support@bpclproc.in](mailto:support@bpclproc.in)
  - B. For tender related queries :
    - a) Mr. Arbind Kumar of BPCL at contact no 022-24176415 followed with an email to id [kumararb@bharatpetroleum.in](mailto:kumararb@bharatpetroleum.in)
    - b) Mr. Amit Kumar of BPCL at contact no 022-24176417 followed with an email to id [amitk@bharatpetroleum.in](mailto:amitk@bharatpetroleum.in)

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## Annexure –II

**Tender Terms and Conditions:****E- Tender for processing, packing and supply of various types of Greases & Compounds to BPCL Plants at Mumbai, Chennai, Kolkata, & Loni (Ghaziabad, U.P.) for two year period:**

1. **TENDER QUANTITY:** The estimated tender quantities of greases & compounds (in MT) for two years of contract period at four locations , viz. Mumbai, Chennai, Kolkata & Loni Dist. Ghaziabad (U.P.) are given below:

Sr.No.	Material Description	Kolkata	Loni	Chennai	Mumbai	Total
1	MAK MULTIPLEX L2	60.06	0.00	20.02	29.12	109.20
2	MAK MULTIPLEX L1	0.00	0.00	0.00	20.02	20.02
3	MAK MULTIPLEX CS2	100.10	0.00	0.00	200.20	300.30
4	MAK UNIVEX A	0.00	40.04	40.04	40.04	120.12
5	MAK UNIVEX CD	40.04	0.00	29.12	40.04	109.20
6	MAK MP GREASE 3	1200.40	1893.80	1751.20	1164.4	6010.2
7	MAK WB GREASE SPECIAL	20.02	178.92	67.52	233.36	499.82
8	MAK HITEMP XTRA SM GREASE	0.00	20.02	29.12	50.96	100.10
9	MAK WHITE GREASE	0.00	20.16	0.00	20.16	40.32
10	MAK MP 3 PLUS GREASE	180.18	0.00	40.04	70.98	291.20
11	MAK ROLLING MILL WR GREASE	70.98	0.00	40.04	20.02	131.04
12	MAK SINTHAX EP2 GREASE	91.00	0.00	0.00	60.06	151.06
13	MAK CAMEX COMPOUND D	20.00	50.00	70.00	110.00	250.00
14	MAK CAMEX COMPOUND F	320.00	20.00	30.00	170.00	540.00
15	MAK CAMEX COMPOUND G	0.00	0.00	80.00	0.00	80.00
16	MAK CAMEX TAK 40	0.00	360.00	0.00	60.00	420.00
17	MAK CAMEX COMPOUND H	0.00	0.00	0.00	30.00	30.00
18	MAK GARONEX R 250	0.00	100.10	60.06	50.96	211.12
19	MAK RR 3 GREASE	0.00	30.03	109.20	20.02	159.25
20	MAK HITEMP XTRA GREASE	0.00	20.02	50.05	50.05	120.12
21	MAK GRAPHITE GREASE SPECIAL	0.00	29.12	0.00	0.00	29.12
22	MAK LANTHAX EP1	0.00	20.02	0.00	30.94	50.96
23	MAK LANTHAX EP2	529.40	420.20	840.40	960.40	2750.40
24	MAK LANTHAX EP 0	0.00	29.12	0.00	111.02	140.14
25	MAK MP GREASE 2	29.12	60.06	80.08	91.00	260.26
26	MAK LANTHAX BRIGHT EP2 GREASE	0.00	20.02	0.00	0.00	20.02
27	MAK LANTHAX BRIGHT EP 00	0.00	10.01	0.00	0.00	10.01
28	MAK HITEMP GREASE	30.94	20.02	0.00	0.00	50.96
29	MAK CANE CRUSHING OIL 40	0.00	21.00	40.00	120.00	189.00
30	MAK CANE CRUSHING OIL 80	0.00	21.00	30.00	170.00	231.00
31	MAK CANE CRUSHING OIL 120	0.00	0.00	30.00	50.00	84.00
32	MAK CANE CRUSHING OIL NB 40	0.00	21.00	0.00	0.00	21.00
<b><u>TOTAL</u></b>		<b>2692.24</b>	<b>3404.66</b>	<b>3441.89</b>	<b>3991.15</b>	<b>13529.94</b>

Note: MAK Cane Crushing Oil, qty is in KL.

**2. Empty Unit of packs : Estimated Quantities in Numbers for 2 years**

Package Size	Kolkata	Loni	Chennai	Mumbai	TOTAL no. of packs
Barrel (210 lt.)	0	300	500	1700	2500
Cask (182 kg)	9520	13350	14395	15145	52410
Barrel (200 kg)	1700	2150	900	1850	6600
18 Kg	12200	9400	13300	11100	46000
5 Kg	14000	8000	6000	8000	36000
3 Kg	20000	13600	12800	13600	60000
2 Kg	30000	30000	15000	25800	100800
1 Kg	110400	79200	99600	72000	361200
500 Gms	199200	120000	199200	141600	660000
200 Gms	0	63000	0	63000	126000
100 Gms	0	201600	0	201600	403200
<b>All figs. are in no. of packs</b>					

- a) Kindly note that the above quantities given in sr no 1 & 2 are only indicative, it does not indicate the absolute volume of business. BPCL do not guarantee any minimum order. The unpliftment shall be based on actual requirement at different locations and there could be changes in grades-wise / pack-wise estimates also.
- b) Please note that offers can be submitted for any one or more locations mentioned above. But the party must quote for all the grades required for that location or multiple of locations they are applying for. If offer is not submitted for all grades & packs as per quantities given in 1 & 2 above for a locations/ locations, the offer shall not be considered and bid /bids will be rejected for those location/locations.

**3. DELIVERY LOCATIONS :** The delivery locations at each regions are indicated below

<b>Mumbai</b> Manager W/H (Lubes) Bharat Petroleum Corp. Ltd Lubes Central Warehouse Sewree (East), K Installation, Mumbai– 400015, Maharashtra	<b>Chennai</b> Plant Manager ,Lubes Tondiarpet Installation, Bharat Petroleum Corp. Ltd 35, Vidyanatha Mudali street, Tondiarpet, Chennai- 600 081, Tamilnadu
<b>Kolkata</b> Plant Manager ,Lubes Budge-Budge Installation, Bharat Petroleum Corp. Ltd Near Kolkata, Dist, 24, Pargans, Budge-Budge-700137 West Bengal	<b>Loni</b> Plant Manager Lubes, Mak Lube Plant, Bharat Petroleum Corp. Ltd., Hastinapur Yojana, Village-Teelasha, Vajpur, P.O. Loni, Ghaziabad - 201102, U.P.

**4. EARNEST MONEY DEPOSIT (EMD):**

- a) The bidder shall submit “Declaration for BID Security/Earnest Money Deposit (EMD)”. The form is provided in **Annexure XI** as “**FORM –D**”.

- b) Bid received without the “Declaration for BID Security/Earnest Money Deposit” is liable to be rejected.
- c) Units registered with National Small Industries Corporation (NSIC) and/or Micro or Small Enterprises (MSE) are not required to submit “Bid Security Declaration Form” subject to :
  - The unit being registered with NSIC for the item tendered.
  - Registration certificate being valid as on date of quotation.
- d) Units registered with National Small Industries Corporation (NSIC) and/or Micro or Small Enterprises (MSE) are however, exempted from submission of “Bid Security Declaration Form”, subject to Registration certificate being valid as on due date of tender. Such tenderers must upload a photocopy of valid NSIC Registration Certificate/ Review certificate, (photocopy of application for registration as NSIC or for renewal will not be acceptable) and/or a copy of all the pages of the EM-II certificate issued by any authority mentioned in the Public Procurement policy of MSEs-2012 or a copy of Udyog Aadhaar Memorandum (UAM), (TPIA verified) OR a TPIA verified copy of Udhyaam Registration No. **along with TPIA verified CA certificate.** (Format is enclosed is provided in **Annexure-XI - FORM “C”**)  
Original of EM-II / UAM certificate to be produced for verification if called for.
- e) Registration with DGS&D will not entitle the Tenderer to claim exemption from payment of EMD.
- f) Holiday listing as applicable vide Holiday Listing policy of BPCL in the event of :
  - i. Vendors withdraw or alter their bid during the bid validity period
  - ii. Non-acceptance of LOI/order, if and when placed.
  - iii. Non-payment of Security Deposit cum Performance Guarantee amount against LoI/ Purchase Order within the stipulated period of 15 days from date of LoI/ the Purchase Order whichever is earlier.

## **5. PERIOD OF CONTRACT:**

The quantity & grades indicated in sr. no 1 above at each location level is total requirement for Two year period. BPCL would like to enter into CONTRACT, which shall be valid for TWO YEAR period from the effective date of contract or till completion of quantity whichever is earlier. BPCL also reserves the right to procure additional quantity up to 20% within the contract period in case the approved quantity /value is consumed prior to validity of the contract.

- a) Successful bidders shall immediately start planning & production activities as per the call up / Purchase orders issued by respective BPCL locations and bidder shall commence the supplies within 15 days from the date of placement of call up or purchase order.
- b) Monthly call up would be placed by individual locations for required quantity as and when required during validity of contract.
- c) The validity of contract can be extended for further period on sole discretion of BPCL on same terms and conditions for six month period from date of expiry of original contract.

## **6. TENDER CONDITIONS:**

- a. The entire cost involved in manufacturing till delivery of products to BPCL’s designated locations will have to be borne by the vendor. i.e. All raw materials cost (Base oils, LiOH, Castor oils , Bitumen , additives etc.) required for the manufacture of greases and compounds along with processing cost, packing material cost, cartons cost etc. and freight charges shall be on vendor account.



- b. The requirements of greases are currently in the following pack- sizes:
- i. 100 g (pouch with plastic cap),
  - ii. 200 g, 500 g, 1 kg, 2 kg, 3 kg, 5 kg and 18 kg (plastic pails),
  - iii. 182 kg for greases and 200 kg for compounds in cask whereas 210 Litre barrel for Cane Crushing Oils.
- c. During contract period, BPCL may introduce new packs. The revision in the cost of Containers /Caps if any will be carried out in proportion to the extent of change in Capacity /weight. Refer **Annexure VII** – “Specification for Packaging Material” for illustrative example.
- d. Number of containers of small packs up to 3 kg shall be packed in corrugated boxes to accommodate quantity of grease in kg as per table given below whereas 5 kg, 7 kg, 10 kg & 18 kg packs and Barrels /casks shall be supplied as individual SKU.

Pack size	No of pack per Carton /SKU	Total Net Weight in kg
100 g	96	9.6
200 g	30	6
500 g	24	12
1.0 kg	12	12
2.0 kg	6	12
3.0 kg	4	12

- e. All containers are to be supplied with Heat transfer labelled (HTL) as per specifications /artwork provided by BPCL from time to time. Any changes required in artwork /type of printing shall be intimated to vendors at least 30 days in advance. All vendors shall follow uniform artwork /type of printing as advised by BPCL from time to time.

**7. Scope for modification in the packaging material:**

- a) During the tenure of the contract, BPCL may revise the Design/ Specification/ Color of the Packaging Material and supplier shall conform to such Revised Specifications/ Design.
- b) BPCL may also revise the specifications of the packaging material to the extent of size/ capacity of the container up to +/- 20% of the dimensions of the existing specifications of the Tendered / Ordered Material and the vendor shall conform to such modifications.
- c) In case of change in size /weight, revision in the cost of Containers/ Caps if any, will be carried out in proportion to the extent of change in Capacity /weight. The conversion cost per Container/ Cap if any, for such revised/ modified material, shall remain same/ firm as that of the contracted material, from which the new design/ modification has been derived. (Refer **Annexure VII** for illustrative example)

**8. Specifications of containers/ cartons:**

The standard specifications & artwork for the packs / cartons (corrugated boxes) as **Annexure– VII**. Vendors are free to procure from any reputed source of their choice and ensure that the specs and quality parameters are met in full. All packs and printing shall be approved by BPCL Supply Chain Department before commencement of supplies for which sample/ artwork shall be provided by the vendor for BPCL approval. All types of packaging material i.e., open top drums, barrels, PPCP container/ pails, Sachets, corrugated boxes & BOPP tapes are to be supplied meeting BPCL specifications. Packaging specifications are enclosed as **Annexure VII**.

- a) Vendor shall be responsible to ensure that all the packs for a particular SKU are of uniform dimension throughout the tender period and of specified quality suitable for filling, storage and transportation.

- b) Corrugated boxes / tapes: Specifications of the Corrugated fibreboard (CFB) cartons are enclosed (Refer **Annexure – VII**). The same shall be adhered to. Printing on Cases/ boxes shall be in single colour as per sample/artwork to be provided to successful vendors. Cost of carton shall include tape cost required for sealing.
  - c) BPCL may decide to change / amend the colour /design /artwork of packs during the course of the contract period and no additional charges are payable on this account.
9. All supplies shall be accompanied by a 1 kg sample of each grade from the same batch supplied and test report for the batch confirming that the product and packages are as per the required specification. No separate charges should be paid for quantity supplied as samples.
10. In case of field complaints on product quality, supplier will make joint visits along with BPCL team to investigate the complaints and take necessary corrective actions based on such feedback from BPCL and replace the whole batch free of cost in case the product is found off spec. Vendor will provide technical support to ensure such complaints are satisfactorily addressed.
11. In case of any quality related issues stated in point no. 10 above (like sample failure), the following actions will be taken:
- a) The entire batch or leftover unused quantity, as applicable shall be recalled from the market.
  - b) Meantime, BPCL shall suspend supplies of such grade from the subject vendor.
  - c) Vendor will have to take fresh “commercial batch” for same grade. The sample of such batch shall be tested in reputed & professional grease testing independent laboratory and also at any of BPCL laboratory.
  - d) Expenses towards transportation and any other incidental expenses for recalling of such batch /s of grease from the market across India shall be entirely borne by the vendor.
  - e) Meantime, BPCL may procure such grade from alternate supplier and differential additional cost if any shall be borne by the vendor.
  - f) In case of second instance of sample failure, BPCL shall suspend the vendor for supplies of subject grade till such time vendor has taken corrective action to the satisfaction of BPCL and is able to supply the product as per BPCL stipulated standard.
  - g) During such suspension period, BPCL shall procure that grade at risk, cost and consequences of the vendor.
  - h) In case of repeated failure of such nature, BPCL may take action as deemed fit including termination of contract and or holiday listing.
12. The vendor is expected to supply required quantity against contract. Vendor shall be required to adhere strictly to the delivery schedule. It is emphasized here that strict adherence to the delivery schedule is of utmost importance to us. Vendor shall intimate dispatch schedule, one day in advance, to the BPCL Location. Any delay in meeting the schedule shall attract penalty as per clause mentioned separately in General Purchase Conditions. (Ref Clause 20 & 21 of **Annexure-IX**).
13. The Vendor shall operate in such a manner so as to give clear indication to any third party that packages & other allied items for filling are purchased and stored only for the purpose of BPCL supplies AND Vendor shall not sell, transfer, alienate, mortgage, change, hypothecate, pledge or otherwise create any encumbrances on all or any of our said goods.
14. **Filling/ packing & printing of MRP / Batch no.:**
- The Vendor shall make all arrangements to have the packing /filling done with appropriate filling machines taking due precautions to ensure cleanliness and to avoid contamination.
- a) Vendor shall use all the filling machines duly approved and stamped by legal metrology.

- b) Vendor shall adhere to norms stipulated by legal metrology. Any non-compliance will be viewed very seriously and vendor shall bear all the charges and consequential damages if any.
- c) Vendor shall use ink-jet printer for printing the MRP, batch no., date of filling, etc. on small packs as per our requirements. It is the responsibility of the vendor to ensure that correct MRP is printed on the small packs as advised by BPCL from time to time. The printing should not fade or rub off while transporting / storage & handling. Any financial implication / penalty or statutory levies on account of such wrong MRP printing shall be borne by the vendor.
- d) Batch code as advised by the BPCL SCM department from time to time shall be printed (or rubber stamped) on every carton. Changes in MRP and related batch code would be advised when applicable by respective BPCL location / SCM dept.
- e) Barrels / casks shall be screen-printed with grade names on top and MAK Lubricant logo on the body- as required in single colour. The design shall be provided by the BPCL. The screen printing shall be neat, and should not fade or rub off while transporting / storage & handling. Batch numbers shall be legible and neatly printed.
- f) Both bottom and top flaps of the carton / box shall be sealed with BOPP tape after filling with containers. The colour/ design of the tape shall be provided by BPCL.
- g) BPCL shall conduct QC audit of the production and quality systems of vendor's plant to ensure that the activities are carried out as required to meet the quality of the grades being manufactured and supplied to BPCL. Also, BPCL shall have the right to take sample of the product at any time from vendor's premises and also from the products already delivered and check the same to establish if the same meets the specs. Any deviation shall be viewed seriously. BPCL reserves the right to take appropriate action including recovery of costs /suspension /termination of the contract, if the supplies made do not comply with agreed specifications.
- h) Vendor shall not infringe, copy, initiate or otherwise deal with brand name, trade, merchandise marks or devices of designs /copyright belonging to us. It will be responsibility of the vendor to ensure that packages sourced for this tender are used only for the purpose of this contract.
- i) Vendor shall maintain business secrecy related to the supplies to BPCL in full.
- j) Vendor shall observe formalities relating to Goods and service tax (GST), GST registration, provident fund registration and all other statutory requirements. Vendor would observe all the necessary statutory regulations for health, safety & environment and rules pertaining to Legal Metrology at vendor's manufacturing /filling plant. BPCL shall not be held liable for any omissions or violations with respect to the statutory laws, rules applicable to all establishments of vendor.
- k) BPCL shall account for the quantity-as-delivered only as per the quantity received by us at our locations and conforming to our specifications.
- l) BPCL may introduce various customer /sales promotion schemes from time to time including free coupons. Vendor shall supply the materials as per the guidelines provided by BPCL and shall adhere to all governance issues. No extra costs will be paid on implementation of such schemes.

**15. GUIDELINES ON ENVIRONMENTAL PROTECTION:** In an effort to reduce the impact of pollution and to protect environment, vendor to ensure followings:

- a. Emission / Pollution Control (Air, Water, Soil, Noise, etc.):
  - a) The organization and its all operations should follow all laws related to emission / pollution norms.
  - b) The organization should get all necessary approvals & certifications for emission / pollution control from relevant authorities for plants, equipment, vehicles etc.

- c) Monitoring mechanism should be put in place for all emissions / pollution emitted from organization owned assets ex. equipment, vehicles etc.
- d) Organization should conduct training and awareness programs for the staff on emission / pollution impacts & prevention.
- b. Energy:
  - a) Monitoring energy consumption by the organization from all sources should be done.
  - b) Organization should strive to reduce energy consumption by employing energy efficiency & conservation measures.
  - c) Use of alternate fuel sources & renewable energy should be promoted by the organization.
- c. Water:
  - a) Water consumption from all the sources should be monitored by the organization.
  - b) Reduction in water consumption should be aimed by treating waste water & alternative use if waste water.
  - c) Waste water should be treated to remove harmful elements before releasing it to the eco-system.
- d. Reducing Resource Intensity
  - a) Optimization / reuse /recycle techniques should be used to reduce the use of resources.
  - b) Minimizing use of resources having major environmental impact should be done and substitutes should be found.
  - c) Proper handling should be done for hazardous resources (chemicals etc.) having impact on humans & eco system.
- e. Waste Management
  - a) Waste segregation based on type of waste (solid, liquid, hazardous, etc), generated by the organization should be done.
  - b) Opportunities for recycling & reuse of waste should be identified & promoted by the organization.
  - c) Hazardous waste should be handled by trained personnel & disposed to authorized agencies only.
- f. Risk mitigation
  - a) Environmental Risk Assessment should be carried out for all the organization's operations.
  - b) The severity / extent of damage due to the environmental risk should be estimated.
  - c) Staff / personnel involved in operations related to environmental risks should be trained and regular awareness programs should be conducted.

## **16. TECHNICAL BID**

- a) Bidders have to submit all documents as per details covered in the followings Annexures :
  - Bid Qualification Criteria (**Annexure- III**)
  - Technical Criteria (**Annexure- IV**)
  - Forms and Declarations (**Annexure -XI**)
  - Integrity Pact (**Annexure - X**)

Bidder Details on E-Proc (Online)

- b) BPCL team may visit vendor's manufacturing plant to authenticate the technical parameters covered under Bid Qualification Criteria.
- c) Successful bidders who qualify the Bid Qualification Criteria (**Annexure-III**) will only be considered for further technical and commercial evaluation.
- d) Bids submitted by a bidder shall be rejected in case BPCL observes any deviation from the declaration given by the bidder or if the requisite documents are not submitted as per bid qualification criteria.

**17. PRICE BID**

- a) The price bids shall be opened only for those bidders who meet bid qualification criteria (BQC) and found technically qualified.
- b) The price bid is to be offered through online e-tendering portal as per price bid format provided.
- c) The Price Bid Format consists of the following sheets:

**Format-1: Basic Cost**

Bidder should quote Basic cost for each and every grade specified along with HSN Code as per GST for a location or multiple locations for which bid/bids are submitted. Basic cost should include Base Oil cost, all raw material cost including additives like LiOH, CCO derivatives (HCO /12 HSA), Bitumen, performance additives & other raw materials, processing cost, filing cost, freight etc. The quoted rate should be in Rs per MT of Grease & compounds and in Rs per KL in case of MAK CANE CRUSHING OILS and MAK CCO NB 40.

**Format-2: Package Cost**

- i. Package Cost - Bidder should quote only for the location or the multiple locations bidding for. Bidder to quote Package cost for each pack. This includes entire cost of package i.e. cost of empty pack with lid or Tab seals, carton cost, BOPP Tape cost, HTL label printing cost etc.
- ii. The quoted rates for Packaging should be in Rs per MT of Grease & compounds.
- iii. For MAK CANE CRUSHING OILS and MAK CCO NB 40 oils- The rate quoted for package cost in Rs /MT will take same as Rs/KL rate for evaluation of price bids.
- iv. Wherever Grease products quantities are mentioned in KL unit, both Packaging and Delivery Cost shall be considered in Rs /MT unit and all taxes etc. shall be calculated accordingly.

**Refer Annexure XII for sample Price Bid Format along with illustrative examples of calculating rate of Packaging /MT.**

**FORM-G of Annexure XI:** Reference rates of raw materials for price escalation /de-escalation is to be signed, and stamped and scan copy is to be uploaded by Bidder as acceptance.

- 18.** The bids received till closing date & time will be opened only through the e-procurement system on <https://bpceleproc.in>. BPCL reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.

The Price Bids will remain valid for **120 days** from the date of opening of the Technical Bid unless extended by mutual consent in writing.

The quoted rates shall be firm as a benchmark rate during the entire tenure of contract. Base Rate for the purpose of escalation /de-escalation to be applied as per details covered in **Annexure-V**.

19. “The vendor shall take steps viz. uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax laws including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.
20. Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, interest, as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.”
21. **PAYMENT TERMS:** Payment shall be made on 30<sup>th</sup> day from date of receipt and acceptance of materials at the BPCL Location against submission of Security Deposit.

**22. EVALUATION METHODOLOGY:**

Through this tender, BPCL seeks to surface the lowest price supplier for each LOT i.e. each location level viz. Kolkata, Loni, Chennai & Mumbai. Hence price evaluation shall be done at LOT level (Location level). Each bidder shall be considered eligible for location(s)/combination of locations based on PTR, annual manufacturing capacity and financial turnover criteria.

**The award of job shall be done to the bidders such that the cost to BPCL is least.**

23. **DELIVERY SCHEDULE:** To meet the requirement of Greases, locations shall raise call offs (PO /Purchase Orders) from time to time based on actual requirements. The successful bidder shall be bound to accept call offs up to 150% of the pro-rata qty. (Pro-rata Qty. = Contract Qty. /24 months). In case, BPCL shall require additional supplies (over and above the 150% prorated level) during any period, then call offs for such additional quantities can be issued after getting written confirmation from the successful bidder. The delivery schedule of the qty. shall be within 30 days from the date of Call-off/PO.

For example, successful bidder for Kolkata plant has got order for 2692.24 MT Qty. of greases to be supplied within two years. Monthly prorated qty. is  $2692.24/24=112.2$  MT.

150% of prorated qty. is  $112.2 \times 1.5 = 168.3$  MT. So the vendor is bound to accept 168.3 MT Qty. call off for a month. Any additional qty. beyond 168.3 MT for a month shall be placed after written confirmation from the vendor.

24. The detailed technical specifications of Greases & Compounds are enclosed separately as **Annexure-VI**. These details are confidential and should be used only for the purpose of manufacturing and testing quality aspects of Greases / Compounds, when manufactured for BPCL. Tenderers should not disclose or share the specifications to anybody who is not intended to receive it for the above purpose. Without any prior written approval from BPCL, the sharing or disclosing of specification to third party will be liable for legal action.

**25. REALLOCATION**

Value Contracts shall be placed on successful bidders. Based on the actual demand of grades/packs of Greases, BPCL shall place the call offs /PO. BPCL shall reallocate the values among the contracts for utilization of all the contracts to the extent possible within the validity of the contracts based on the actual requirement. The overall combined value of all the contract for all four locations will remain unchanged.

## 26. TENDER DUE DATE

Price Bid should be submitted along with technical Bid. The last date for submission of quotation through e-portal is 15:00 Hours (IST) on the tender due date, mentioned in the RFQ/e-tender portal. Vendor will not be allowed to submit their offer after the due date and time, unless there is any extension of the due date by BPCL.

27. BPCL does not take any responsibility for any delay in submission of online bid due to internet connectivity problem or non-availability of site. No claims on this account shall be entertained.

28. **Integrity Pact (IP):** Proforma of the Integrity Pact document (Ref. **Annexure – X**) is available online. Please note:

- a) Bidder has to download Integrity Pact, Sign, Stamp (all pages), providing details of two witness and is to be submitted online on portal on or before closing of tender due date. Proforma of Integrity Pact shall be uploaded by the bidder/s along with the bid documents (technical bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to upload the IP document duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
- b) If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the bidder Liquidated damages amount by forfeiting the EMD / Bid security as per provisions of the Integrity Pact.
- c) If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the contractor, Liquidated Damages amount by forfeiting the Security Deposit / Performance Bank Guarantee as per provisions of the Integrity Pact.
- d) The person responsible for the tender are given below:

<b>Mr. Arbind Kumar</b> Ch. Manager Procurement	<b>Mr. Amit Kumar</b> Procurement Leader
Email id- <a href="mailto:kumararb@bharatpetroleum.in">kumararb@bharatpetroleum.in</a> Office: 022 24176415, Mobile: 7533810138	Email id- <a href="mailto:amitk@bharatpetroleum.in">amitk@bharatpetroleum.in</a> Office: 022 24176417, Mobile: 9769992420
<b>ADDRESS</b>	
Central Procurement Organisation (Mktg.),BPCL, A Installation, Sewree Fort Road, Sewree East, Mumbai – 400015.	

e) Bidders may raise disputes / complaints, if any, with the nominated Independent External Monitor whose name/ address / contact numbers are as given below:

- Shri. Anupam Kulshreshtha , Address: B-3/3, 'Yarrows Apartments', Plot C-58/5, Sector 62, Noida, UP -201309, Mobile : 9968281160, Email: Anupam8@gmail.com

- Shri. Ramabhadran Ramanujam , Address : 44/24, 3rd trust Cross Street, Mandavelipakkam, Chennai 600028, Mobile no : 9495511954 Email : raamaanuj@gmail.com
- Shri Virendra Bahadur Singh, Address: N. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010, Mobile: 08853760730, Email: vbsinghips@gmail.com.

29. Acceptance to Tender Terms and Conditions: Accept the contents of the Tender Document (uploaded by BPCL) in toto, as provided under Bidding Form. Bidders have to click on the ACCEPT Button provided on the screen, as a token of having GONE THROUGH, UNDERSTOOD and ACCEPTED the entire contents of the Tender terms, conditions and specifications, etc.
30. **Details of Bidder’s Relationship with BPCL Directors:** A draft declaration has been provided in **Annexure XI “FORM-A”**. Bidder has to down load this form and is to be submitted on Bidder’s letter head duly completed and signed in all respect. The declaration is to be submitted online on portal on or before closing of tender due date.
31. **AWARD OF JOB:** The criteria for award of job will be on lowest Net landed cost after GST input tax credit (on L1 basis) for all the materials put together at each location separately i.e. for Kolkata, Loni, Chennai and Mumbai. Net Landed Cost will be worked out by summation of Basic Cost, Packaging Cost, Goods and service Tax (GST), and other taxes & levies etc., if any, and considering input tax credit for GST as applicable. Through this tender, BPCL seeks to surface the lowest price supplier for each LOT i.e. each location. Hence price evaluation shall be done at LOT level (Location level). Each bidder shall be considered eligible for location(s)/combination of locations based on PTR and financial turnover criteria. **The award of job shall be done to the bidders such that the overall cost to BPCL is least.**
32. **Performance Bank Guarantee:** The successful bidder shall arrange to provide performance bank Guarantee to BPCL, for 3% of the Value of the contract or Rs.20,00,000/- (Rupees Twenty Lakhs only) whichever is lower. The security deposit can be given in the form of Bank Guarantee (as per BPCL format provided as **FORM-B in Annexure-XI**) or by Demand Draft / Pay Order drawn on scheduled bank favouring Bharat Petroleum Corporation Ltd, payable at Mumbai. However, payment in cash / cheque will not be accepted. The Bank Guarantee towards security deposit should remain valid till 30 months from the date of Contract (i.e. 6 months beyond the expiry of the contract). Please note that no interest shall be payable on such security Deposit. The same shall be refunded on the completion of the contract to BPCL’s satisfaction. Linking with earlier transactions, adjustments with pending bills or any other amount payable by BPCL is not allowed.
33. BPCL reserves the right to accept / reject any or all the offers at their sole discretion without assigning any reason whatsoever.
34. BPCL would also consider information already available with them regarding Vendor’s Credential. BPCL may call for additional documents if required.
35. For clarification, if any, please feel free to contact undersigned (022-2417 6417) or Mr. Arbind Kumar (022-2417 6415) on any working day between 10:00 am to 05:00 pm.

Thanking you,  
Yours faithfully,  
For Bharat Petroleum Corporation Ltd.

Sd/-

Amit Kumar  
Procurement Leader, Gr-I, CPO(M)

# # # # #



**ANNEXURE – III****BID QUALIFICATION CRITERIA (BOC)**

Quotations are invited only from established ‘Manufacturers of Grease & Compound’ for the supply of various types of Greases & Compounds in various pack sizes to BPCL plants located at Mumbai, Chennai, Kolkata and Loni Dist. Ghaziabad U.P. The bidder should be a manufacturer of greases & compounds. The bid or bids submitted by trader or Agent or distributor of manufacturer of grease /compounds will be rejected.

**Bidder must fulfil the following Bid Qualification Criteria to qualify for further evaluation:**

1. Bidders can submit their bid for one location or for multiple locations. Bidders who are quoting for a location need to quote for all the grades and packs of that location. In case, any bidder does not quote for any one or more of the grades or pack of a location, their bid shall not be considered for that particular location.
2. **Established Manufacturer:** The bidder should be a manufacturer of Greases and Compounds anywhere in India. The bid or bids submitted by trader or Agent or distributor of greases/compounds shall be rejected.

**Documents Required**

- a) PAN Card.
  - b) Factory License.
  - c) GST Registration (valid as on due date of the tender) for all the units from which supply is proposed.
  - d) Calibration certificate issued by Legal Metrology Department, valid as on due date of the tender, for all filling machines used for small packs, Pails, Barrels /casks or any other machines used as per Legal Metrology law.
3. **Supply Capacity (Proven Track Record):**

For being eligible for location(s)/combination of locations, the bidder shall have experience of having successfully supplied during any continuous 12 months period in last seven years, a minimum quantity of Greases or Compounds of those location(s)/combination of locations as per the table given below.

<b>Location (LOT)</b>	<b>Annual Requirement / PTR (MT)</b>
Kolkata (LOT-1)	1346.12
Chennai (LOT-2)	1702.33
Loni (LOT-3)	1720.95
Mumbai (LOT-4)	1995.58

**For Example:**

A bidder has proven track record (PTR) of 1500 MT, then the bidder shall be eligible for Kolkata. A bidder has PTR of 3500 MT, then the bidder shall be eligible for all the locations separately and also be eligible for combination of locations i.e. Kolkata + Chennai (3067.1 MT per annum), Kolkata+ Loni (3048.4 MT per annum), Kolkata +Mumbai (3341.7 MT) and Chennai+Loni (3423.28MT).For a bidder to qualify for all location(s)/combination of locations, minimum PTR shall be 6765 MT.

For MSE bidders, there shall be relaxation of 15% on PTR values.

Location (LOT)	85% of Annual Requirement / PTR (MT)
Kolkata (LOT-1)	1144.20
Chennai (LOT-2)	1446.98
Loni (LOT-3)	1462.81
Mumbai (LOT-4)	1696.24

For a bidder to qualify for all location(s)/combination of locations, minimum PTR shall be 5750.25 MT.

#### **Documents Required**

Invoice copies should be submitted as proof of the same. Details of the invoices should be submitted in the following format.

Sr. No.	Invoice No.	Invoice date	Item Greases	Quantity supplied (MT)	Sold-to-party	Purchase order no. issued by the buyer.
1						
2						
3						
<b>TOTAL</b>						

The list of documents in the above format shall be verified against the original documents by the TPIA which are accredited for verification of documents under “NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A” in QCI’s NABCB website as on due date of bid submission, establishing and certifying point 3.b above. ([nabcb.qci.org.in/accreditation/registered\\_inspection\\_bodies.php](http://nabcb.qci.org.in/accreditation/registered_inspection_bodies.php)).

Bidder may have to submit the corresponding invoices if required during BQC evaluation. The price part of the documents can be blanked out if the bidder so desires.

#### **4. Financial Capacity:**

- i. Bidder should have completed three financial years of existence as on original due date of the tender since date of commencement of business.
- ii. Net worth in the previous financial year should be positive.
- iii. Average Annual financial turnover during the last three years, ending 31<sup>st</sup> March of the previous financial year - For being eligible for location(s)/combination of locations, the bidder shall have average annual financial turnover during last three years, ending 31<sup>st</sup> March of the previous financial year as per location/ combination of locations as given in the table below.

Location (LOT)	Minimum Annual Financial Turnover (INR)
Kolkata (LOT-1)	5.27 Cr
Loni (LOT-2)	6.01 Cr
Chennai (LOT-3)	6.36 Cr
Mumbai (LOT-4)	7.04 Cr

Bidder shall full fill financial turnover criteria as per the location (LOT) quoted.

**For Example:**

A bidder has avg. annual turnover of Rs 5.5 Cr, then the bidder shall be eligible for Kolkata. A bidder avg. annual turnover of Rs12.0 Cr, then the bidder shall be eligible for all the locations separately and also be eligible for combination of locations i.e. Kolkata + Loni (11.28Cr) and Kolkata+ Chennai (11.63 Cr).

For a bidder to qualify for all location(s)/combination of locations, minimum avg. annual turnover shall be Rs.24.68 Cr.

**Documents Required**

Audited Balance Sheets, Profit & Loss account of the vendor for the last three consecutive accounting years (English language only) to be submitted.

**5. Holiday Listing:**

Tenderers should not be currently serving any Holiday Listing orders issued by BPCL or MOPNG debaring them from carrying on business dealings with the BPCL/MOPNG or serving a banning order by another Oil PSE.

The documents required as above (Sr. no 1 to 4) shall be verified against the original Documents by the TPIA which are accredited for verification of documents under “NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A” in QCI’s NABCB website as on due date of bid submission, establishing and certifying point 2 (a) & 2(b) above. ([nabcb.qci.org.in/accreditation/reg\\_bod\\_inspection\\_bodies.php](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php)). Bidder also needs to furnish statement or summary for PO wise quantities supplied after verification and certification of the same by approved TPIA. All charges of the Third party, for attestations and verification shall be borne by the Bidders.

In case of BPCL work order/P.O. certification by TPIA is not mandatory. Completed work order/P.O. value in such cases will be cross checked from our SAP system.

All BQC documents shall be ‘TPIA verified with original’.

Non-compliance of the above conditions for Bid qualification criteria, bid will be rejected summarily for further evaluation.

Notwithstanding any other condition / provision in the tender documents, in case of ambiguity or incomplete documents pertaining to BQC, bidders may be given opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents in support of meeting the BQ criteria. In case the bidder fails to submit any document or submits incomplete documents within the given time, the bidder’s tender will be rejected.

**SUMMARILY REJECTION**

The tenders of the bidder falling in any one of the below will be summarily rejected.

- a) Late submission of the tender documents.
- b) Non-Submission of EMD / Bid Security Declaration.
- c) Invalid NSIC / MSME exemption certificates.
- d) Not meeting the required BQC Criteria of the tender.
- e) Submission of forged or false documents / information by any Tenderer shall make their offer invalid. In addition, action shall also be taken by BPCL for forfeiture of EMD as well as putting the Tenderer on Holiday list.
- f) Non submission of representative samples.

**ANNEXURE - IV**  
**TECHNICAL CRITERIA**

**Bidder must fulfil the following Technical criteria to qualify for further evaluation:**

**1. Technical Capability to manufacture all types of Grease:**

Bidders shall submit a representative sample (2 Number of 5 Kg sample for each grade in sealed pack) along with full specification test report of the following grades of Grease to BPCL for testing. Bidders shall be technically qualified after their sample passes the quality test at BPCL lab. Bidders whose sample do not pass the quality test shall be rejected technically and their bids shall not be considered for evaluation.

**Bidders who do not submit the samples as on due date of the tender shall also be rejected and their bids shall not be considered for evaluation.**

1	MAK MULTIPLEX CS2 GREASE
2	MAK MP GREASE 3
3	MAK MULTIPLEX L2 GREASE
4	MAK LANTHAX EP2 GREASE

The samples with full specification test reports are to be submitted at BPCL, CPO Marketing, Sewri (East), Mumbai on or before due date of tender mentioning name of bidder , grade , tender number on sample label.

**2. Quality Control Equipment – Minimum Requirement:**

The vendor shall have the following Quality Control Equipment at their manufacturing plant(s). If any of the mandatory facilities as detailed below are not available at the manufacturing plant(s) of the bidder, then their bid shall be rejected.

1	<b>Quality control equipment: The vendor should have the following testing equipment for testing of different greases and compounds at their manufacturing plant(s).</b>		
	<b>Tests</b>	<b>Test Method (ASTM)</b>	<b>Remarks</b>
i)	Worked Penetration, 60X, and 100,000X	D 217	Mandatory
ii)	Dropping Point	D566 / D2265	Mandatory
iii)	Free organic acidity as oleic acid , Free alkalinity as LiOH , Water content	ASTM D 128	Mandatory
iv)	Base Oil KV at 40°C / 100°C	ASTM D 445	Mandatory
v)	Viscosity Index	ASTM D 2270	Mandatory
vi)	Flash Point (COC)	ASTM D 92	Mandatory
vii)	Roll Stability	D1831	Mandatory
viii)	Oil Separation During Storage	D1742	Mandatory
ix)	Oil Separation / Thermal Stability , 30 Hrs at 100°C	D6184	Mandatory
x)	Copper Corrosion	D4048	Mandatory
xi)	Wheel Bearing Test	D1263	Mandatory
xii)	Water Washout	D1264	Mandatory
xiii)	Oxidation Stability	D942	Mandatory
xiv)	Freedom from Deleterious Particles	D1404	Mandatory
xv)	Rust Test	D1743	Mandatory

xvi)	Emcor Rust test / IP DynamicAnti-rust test	D6138	Mandatory
xvii)	Four-ball Test	D2266 / 2596	Mandatory
xviii)	Timken OK Load	D2509	If facility is not available with the Vendor. Vendor should produce test results from third party lab.
xix)	Life Performance	D3527	
xx)	Low Temperature Torque Test	D4693 / IP186	

**The bidder has to submit declaration on letterhead for availability of above Quality control equipment at their manufacturing plant or plants. Also Bidder has to submit self-declaration stating that these equipment's are calibrated periodically and are in sound working condition at the time of submission of bid.**

**ANNEXURE - V****PRICE VARIATION CLAUSE (PRICE ESCALATION/ DE-ESCALATION)**

Subsequent to commencement of contract, the following items shall be considered for rate revision over the quoted rates. Prices quoted by the bidder shall remain same throughout the contract period. With effect from 01.04.2021 (for April'21 – June'2021 quarter), the following items will be considered for rate revision i.e. escalation / de-escalation over quoted rates on quarterly basis.

1. Base Oils (SN150 , SN500 , BS150 )
2. Lithium Hydroxide Mono Hydrate (LiOH)
3. Commercial Castor Oil (CCO) and its derivatives- HCO & 12-HSA
4. Bulk Bitumen VG 10
5. Raw material grade PPCP (grade B 030 MG) for containers
6. Steel for casks /barrels.

**Standard composition of Base oils (as per Table- 5A) and standard composition of other components like LiOH, Commercial Castor Oil (CCO), Bulk Bitumen (Table 5B) shall be considered for price variation as applicable for different grades.**

**Table – 5 (A): Composition of Base Oils in Grease as per BPCL standard**

Group	Name of Grade	Requirement of Base Oil as per BPC Spec. in KG / MT of Grease or Compound			
		SN 150	SN 500	BS 150	SN 65
74802	MAK MULTIPLEX L2	-	650.00	217.00	-
74803	MAK MULTIPLEX L1	-	660.00	220.00	-
74804	MAK MULTIPLEX CS2	-	145.00	345.00	-
74805	MAK UNIVEX A	-	673.00	225.00	-
74806	MAK UNIVEX CD	-	585.00	315.00	-
74808	MAK MP GREASE 3	-	862.00	-	-
74809	MAK WB GREASE SPECIAL	-	375.50	450.00	-
74810	MAK HITEMP XTRA SM GREASE	-	-	771.00	-
74811	MAK WHITE GREASE	-	862.00	-	-
74814	MAK MP 3 PLUS GREASE	-	600.00	210.00	-
74815	MAK Rolling Mill WR Grease	-	328.00	450.00	-
74816	MAK SINTHAX EP2 GREASE	-	554	248.2	-
74817	MAK CAMEX COMPOUND D	-	372.00	-	-
74818	MAK CAMEX COMPOUND F	-	255.00	-	-
74819	MAK CAMEX COMPOUND G	-	175.00	-	-
74820	MAK CAMEX TAK 40	-	-	-	240.30
74821	MAK CAMEX COMPOUND H	-	85.00	-	-
74823	MAK GARONEX R 250	382.00	398.50	-	-
74824	MAK RR 3 GREASE	-	500.00	368.00	-
74825	MAK HITEMP XTRA GREASE	-	-	891.00	-
74826	MAK GRAPHITE GREASE SPECIAL	-	765.5	-	-
74827	MAK LANTHAX EP1	-	593.00	270.00	-
74828	MAK LANTHAX EP2	-	580.00	260.00	-
74829	MAK LANTHAX EP 0	-	621.70	270.00	-

74831	MAK MP GREASE 2	-	891.00	-	-
74832	MAK LANTHAX BRIGHT EP2 GREASE	-	612	260	-
74835	MAK LANTHAX BRIGHT EP00	-	665.5	270	-
74837	MAK HITEMP GREASE	-	-	890.00	-
76653	MAK CANE CRUSHING OIL 40	-	-	-	400.00
76654	MAK CANE CRUSHING OIL 80	-	-	-	310.00
76655	MAK CANE CRUSHING OIL 120	-	-	-	280.00
76747	MAK CCO NB 40	-	-	950.00	-

**Table- 5 (B): Composition of LiOH, HCO, 12HSA & BITUMEN in KG / MT of Grease or Compound as per BPCL Standard**

Group	Name of Grade	Requirement of LiOH, HCO, 12HSA & BITUMEN in KG / MT of Grease or Compound			
		LiOH	HCO	12HSA	Bitumen
74802	MAK MULTIPLEX L2	18.00	20.00	60.00	-
74803	MAK MULTIPLEX L1	18.00	12.50	52.50	-
74804	MAK MULTIPLEX CS2	-	-	20.00	-
74805	MAK UNIVEX A	16.00	100.00	10.00	-
74806	MAK UNIVEX CD	-	-	-	-
74808	MAK MP GREASE 3	18.00	108.00	12.00	-
74809	MAK WB GREASE SPECIAL	-	-	-	-
74810	MAK HITEMP XTRA SM GREASE	-	-	-	-
74811	MAK WHITE GREASE	18.00	108.00	12.00	-
74814	MAK MP 3 PLUS GREASE	18.00	108.00	12.00	-
74815	MAK Rolling Mill WR Grease	13.00	-	100.00	-
74816	MAK SINTHAX EP2 GREASE	15.00	110	-	-
74817	MAK CAMEX COMPOUND D	-	-	-	653.00
74818	MAK CAMEX COMPOUND F	-	-	-	770.00
74819	MAK CAMEX COMPOUND G	-	-	-	845.00
74820	MAK CAMEX TAK 40	-	-	-	654.70
74821	MAK CAMEX COMPOUND H	-	-	-	940.00
74823	MAK GARONEX R 250	-	-	-	-
74824	MAK RR 3 GREASE	18.00	-	120.00	-
74825	MAK HITEMP XTRA GREASE	-	-	-	-
74826	MAK GRAPHITE GREASE SPECIAL	-	-	-	-
74827	MAK LANTHAX EP1	12.00	40.00	40.00	-
74828	MAK LANTHAX EP2	15.00	50.00	50.00	-
74829	MAK LANTHAX EP 0	8.50	27.50	27.50	-
74831	MAK MP GREASE 2	16.00	100.00	10.00	-
74832	MAK LANTHAX BRIGHT EP2 GREASE	15.00	100	-	-
74835	MAK LANTHAX BRIGHT EP00	8.50	70	-	-
74837	MAK HITEMP GREASE	-	-	-	-

76653	MAK CANE CRUSHING OIL 40	-	-	-	600.00
76654	MAK CANE CRUSHING OIL 80	-	-	-	690.00
76655	MAK CANE CRUSHING OIL 120	-	-	-	720.00
76747	MAK CCO NB 40	-	-	-	-

**1. Price variation on account of Base oils:**

- 1.1 The price escalation / de-escalation for Base oils shall be on quarterly basis.
- 1.2 The prices of Base Oils, USD / INR Exchange Rate, Custom Duty for the quarter from October 2020 to December - 2020 shall be the Base rates for calculations of price escalation / de-escalation. These base rates are given in table below:

Base Oils (BO1)	SN 150	SN 500	BS150
Average of Mid-Point FOB Asia ICIS Pricing in USD per MT	470.00	653.08	707.69
Average USD /INR Exchange Rate (Ex.Rate1)	73.77		
Custom Duty Rate (Cus.Duty1)	5.5%		

- 1.3 Price Variation Formula: Price variation clause shall be based on the prices of base oils declared by ICIS Pricing midpoint FOB Asia along with the prevailing exchange rates for conversion of USD to Indian Rupees and custom duty rates.
- Formula:  $PVC (BO) = \{((BO2 \times Ex.Rate2 \times (1+Cus.Duty2 \%)) - ((BO1 \times Ex.Rate1 \times (1+Cus.Duty1 \%)))\}$
  - PVC (BO) is increase / decrease in grease price of each grade of grease for the next quarter in Rs/MT
  - B02 is International Price of Base Oil SN150, SN500, BS150 (Bright Stock) in US \$ /MT as per ICIS Pricing Midpoint FOB Asia quote for the preceding the quarter, whereas Cust.Duty2 is percentage custom duty at the time.
  - ICIS pricing Midpoint FOB Asia of SN 150 will be considered for SN 65N base oil wherever is applicable.
  - B01 is International Price of Base Oil SN 150, SN 500, BS 150 (Bright Stock) in US \$ /MT as per average ICIS Pricing Midpoint FOB Asia quote for the base quarter (September 2020 to November 2020), whereas Cust.Duty1 is percentage custom duty as mentioned in the table in Sl. No 2.
  - ExRate1 & ExRate2 (INR / USD) Avg. RBI reference exchange rate published on website <https://www.fbil.org.in/> for the Fridays of the month (Reference to ICIS Pricing Midpoint FOB Asia quotes) preceding the quarter. In case, rates are not published for the said day, the immediate preceding published figure will be considered.
  - PVC (BO) and % Composition of Base Oils in different grades of Greases & Compounds will be considered for price escalation /de-escalation at each grade level. The composition of base oils in greases as per BPCL standards are provided in **Table – 5A** for escalation / de-escalation calculation.
  - In case of change of custom duty during quarter, such change will be factored for PVC calculation.
  - In case USD exchange rate is not published on the date of publish of ICIS report, USD exchange rate published on previous date will be considered.



- 1.4 **Periodicity of Price Variation:** Prices quoted by the bidders shall remain FIRM till 31.03.2021. The basic price during the contract period shall be escalated / de-escalated on quarterly basis. The period of quarter for Price variation and reference quarter for arriving at the price variation shall be taken as per the following example and subsequently for other quarters.

Quarter	PVC for Quarter	Ref.: ICIS Pricing Avg. midpoint FOB ASIA Quote for SN 150 SN 500 & Bright Stock (as per point no 3 above) In case of SN 65 N, ICIS quotes for 150 N shall be considered.
I	April 21– June 21	January 21 – March 21
II	July 21 – September 21	April 21 – June 21
III	October 21 – December 21	July 21 – September 21
IV	January 22 – March 22	October 21 – December 21

**Illustration of PVC formula working for Apr – June 2021 quarter.**

- i. Let's assume average Price of Base Oils in USD/MT as per ICIS pricing and average USD / INR exchange rate (for corresponding date of publication of ICIS report ) for **Jan – Mar 2021** period are as per given in table below:

Base Oils	Avg. Mid-Point FOB Asia ICIS Pricing in USD/MT
150N	450.00
500N	600.00
BS150	650.00
Exchange Rate	Rs. 74.00 per USD

- ii. Custom Duty for Jan- March'21 period = 5.5%.

Example: Calculation of Price Variation on a/c of Base oil for the grade MAK LANTHAX EP -2 is given below:

Base Oil Name	150 N	500 N	BS 150
Average ICIS Price during Jan'21 - March'21 in USD/ MT (BO2)	450	600	650
Average Exchange Rate (Ex.Rate2)	74.00	74.00	74.00
Custom Duty Rate (Cus.Duty2) %	5.50%	5.50%	5.50%
<b>Revised Base Oil Cost i.e. BO2 x Ex.Rate2 x (1+Cus.Duty2 %) in Rs/MT</b>	<b>35131.50</b>	<b>46842.00</b>	<b>50745.50</b>
Average ICIS Price during Oct'20 - Dec'20 in USD/ MT (BO1)	470.00	653.08	707.69
Average Exchange Rate (Ex.Rate1)	73.77	73.77	73.77
Custom Duty Rate (Cus.Duty1)%	5.50%	5.50%	5.50%
<b>Base Oil Cost at time of Quote i.e. BO1 x Ex.Rate1 x (1+Cus.Duty1 %) in Rs/MT</b>	<b>36578.85</b>	<b>50827.49</b>	<b>55077.64</b>
<b>Change in Base Oil Rate in Rs. / MT</b>	<b>(1447.35)</b>	<b>(3985.50)</b>	<b>(4332.15)</b>

Grade Name	MAK LANTHAX EP 2 Cask			
Requirement of Base Oil in Kg Per MT of Grease	-	580.00	260.00	Total
Escalation /De-escalation in Basic rate of Grease in Rs/ MT	-	(2311.59)	(1126.3)	<b>(3437.95)</b>

Hence, the Basic rate of MAK Lanthax EP2 is reduced by Rs. 3437.95 per MT for Apr - June 2021 quarter.

Note: The above working is for illustration purpose only to understand PVC working of Base Oil. Actual working will be based on the actual pricing / rates published in respective quarter.

## **2. Price Variation on account of Lithium Hydroxide Monohydrate (LiOH)**

- 2.1 The rate of Lithium Hydroxide Monohydrate (LiOH) as quoted by SQM Europe/Chile through their partner M/s. J R Specialty Chemicals Pvt. Ltd – Mumbai (or any other authorised partner / dealer / agent of SQM Europe/ Chile) on quarterly basis shall be considered for rate revision.
- 2.2 The increase /decrease in rate for next quarter will be percentage increase / decrease in price of previous quarter vis-à-vis the reference price taken as **Rs.523/- per Kg** which is average basic rate of LiOH for Oct'20 Nov'20 & Dec'20 period.
- 2.3 The price variation will be calculated on quarterly basis from April – June 21 quarter and further quarters. LiOH price equal to **Rs.523/- per Kg**. as reference price will be considered for all price escalation /de-escalation of Greases.
- 2.4 The change in the rate for each grade of Greases shall be to the extent of the composition of LiOH in greases as per BPCL standards provided in **Table – 5(B)**.
- 2.5 The formula for price escalation / de-escalation is given below:
  - a) **Formula:** PVC (LiOH) = [LiOH (PQ2)] - LiOH (PQ1)] X Composition of LiOH in grease as per **Table–5(B)**.
  - b) PVC (LiOH) = Increase /Decrease in Basic Cost of each grade of Grease in Rs per MT for the quarter.
  - c) LiOH (PQ1) = Reference price of LiOH in Rs. / MT (Rs.523/- per Kg)
  - d) LiOH (PQ2) = Avg. rate of LiOH in Rs/ MT for previous quarter.

### **Illustration of PVC formula working for Apr – June 2021 quarter**

Sample calculation of Avg. Quarterly price variation for April – June 2021 quarter for MAK MP 3 PLUS GREASE is as given below. Assuming the following monthly rates of LiOH for Jan – March 2021 quarter.

Month	LiOH Price In Rs / Kg
Jan 2021	800
Feb 2021	900
March 2021	1000
Average for Quarter LiOH (PQ2)	900

Requirement of LiOH in MAK MP 3 PLUS GREASE = 18 Kg /MT of Grease

Thus, PVC (LiOH) = [LiOH (PQ2) - LiOH (PQ1)] X Composition of LiOH in grease = (900– 523) x 18 which is 6786 Rs. /MT of Grease.

Hence, the Basic rate of MAK MP 3 PLUS GREASE will increase by Rs 6786/- per MT for April – June 2021 quarter.

Note: The LiOH rates taken for Jan – March 2021 period are only for illustration purpose to understand LiOH Price Variation Clause working.

### **3. Price variation for commercial castor oil (CCO) and its derivatives (HCO , 12-HSA):**

CCO (Oil, Castor Comm) price published by Bombay commodity association Ltd for Oil & Oil Seed shall be considered for price variation. Average of CCO prices published on 15th day of each month (If 15th day is holiday, then price declared on immediate next working day shall be considered) of previous quarter shall be considered for subsequent quarter. Variation in rates of both HCO and 12 HSA will be taken same as commercial castor oil rate.

The change shall be to the extent of the proportion of such items given in the tender document as **Table- 5 (B)**.

The reference rate of CCO is **Rs 93.27 per kg** (As per THE BOMBAY COMMODITY ASSOCIATION LTD – Average of rates of CCO on 15.10.20, 11.11.20 and 15.12.20)

#### **Illustration of PVC formula working for Apr – June 2021 quarter**

Sample calculation of price variation for April –June 2021 quarter for MAK MP GREASE 3 - Grease is given below.

Assuming the rates of CCO (Oil, Castor Comm.) during Jan- March 2021 quarter are:

Date	CCO Rate in Rs./Kg
15.01.2021	95.00
15.02.2021	96.00
16.03.2021	97.00
Average Rate	96.00

Composition per MT of Grease: HCO: 108 kg and 12-HSA: 12 kg

Thus, PVC (CCO) =  $(96.00 - 93.27) \times (108 + 12) = 327.60$  Rs/MT of Grease.

Hence, the Basic rate of MAK MP GREASE 3 will be increased by Rs327.60 per MT for April –June 2021 quarter.

### **4. Price Variation on account of Bitumen:**

Bulk bitumen- 80/100 (VG10) price of Mumbai Refinery of BPCL shall be considered for price variation. Average of Bulk bitumen- 80/100 (VG10) grade price as on 1st day (If 1st day is holiday, then price declared immediate next working day shall be considered)) of previous quarter shall be considered for subsequent quarter.

The change shall be to the extent of the proportion of bitumen composition given in the tender document as **Table- 5 (B)**.

Reference average rate of Bulk Bitumen as on 01.10.2020, 01.11.2020 and 01.12.2020 is Rs. 29,220 per MT will be considered for all subsequent price escalation /de-escalation.

#### **Illustration of PVC formula working for Apr – June 2021 quarter**

Sample calculation of price variation for April –June 2021 quarter for MAK CAMEX COMPOUND D is given below. Assuming the rates of Bulk Bitumen during Jan- March 2021 quarter are:

Date	Bulk Bitumen VG10 Rate in Rs./MT
01.01.2021	28,500.00

01.02.2021	28,000.00
01.03.2021	29,000.00
Average Rate	28,500.00

Composition per MT of MAK CAMEX COMPOUND D is Bitumen = 653 Kg

Thus, PVC (Bitumen) =  $(28,500 - 29,220) \times 653/1000 = (470.16)$  Rs /MT of Grease.

Hence, the Basic rate of MAK CAMEX COMPOUND D will be decreased by Rs. 470.16 per MT for April –June 2021 quarter.

#### **5. Price variation on account of raw material rate for containers:**

Escalation / de-escalation shall be considered based on the PPCP (grade B 030 MG) rate published by RIL. The average of published basic rate of PPCP ex- Hazira plant (For Silvasa pricing zone) as applicable on 1st published day of the each three previous months shall be considered for working out container rate for the next quarter. The rate change shall be in proportion to the weight of the container as per **Annexure -VII**. The variation in rates will be to the extent of change in basic rate of PPCP (grade B 030 MG) and it will be only considered if such variation in the average basic rate from reference rate is more than Rs2.0 per kg.

The reference average rate of PPCP (grade B 030 MG) ex- Hazira plant (For Silvasa pricing zone) is as given below = **Rs.92644.33 per MT** of Grease will be considered all price escalation/de-escalation.

PPCP- Grade B 030 MG Rate in Rs. / MT (Based on Valia Impex Pvt. Ltd. - RIL Hazira)	Rs. / MT
PPCP Price in Rs. / MT as on 01.10.2020	85311.00
PPCP Price in Rs. / MT as on 16.11.2020	91811.00
PPCP Price in Rs. / MT as on 01.12.2020	100811.00
<b>Avg PPCP Price in Rs. / MT for the Quarter</b>	<b>92644.33</b>

#### **Illustration of PVC formula working for Apr – June 2021 quarter**

PPCP- Grade B 030 MG Rate in Rs. / MT (Based on Valia Impex Pvt. Ltd. - RIL Hazira)	Rs. / MT
PPCP Price in Rs. / MT as on 01.01.2021	96,000.00
PPCP Price in Rs. / MT as on 01.02.2021	99,000.00
PPCP Price in Rs. / MT as on 01.03.2021	98,000.00
<b>Avg PPCP Price in Rs. / MT for the Qtr</b>	<b>97666.67</b>
<b>Reference PPCP Price in Rs. / MT</b>	<b>92644.33</b>
Change in Rate in Rs. / Kg	5.02
<b>Change in PPCP Rate in Rs. / gm (a)</b>	<b>0.005</b>

Pack Size	Pack Size	Weight of each empty package (in gm) (b)	No. of empty container per MT of Grease (c)	Variation in Rs /MT Due to change in PPCP (a x b xc)
1 Kg x 12 = 1 Carton	1 kg	80	1000	400.00

Hence, the package cost of 1 Kg Pack will be increased by Rs 400.00 per MT of Greases for April –June 2021 quarter.

No escalation / de-escalation will be applicable on 100g pouch packing and rate quoted shall be firm for entire quantity and throughout the tenure of contract /extended period if any.

**6. Price variation on account of steel for casks /barrels:**

- 6.1 Grease in bulk shall be supplied in casks of 20 G (unless specifically requested for 18 G). All barrels /casks shall have valid BIS approvals for relevant specifications.
- 6.2 The yield per MT of 20 G casks shall be 48.75 numbers per MT of steel.
- 6.3 Price escalation/ de-escalation for Casks /Barrels on account of variation in steel prices shall be reviewed on quarterly basis. The price escalation/ de-escalation will be based on changes in rates of “Flats CR 0.80 – Standard at Mumbai-India in INR/Tonne EXW of origin India” published by SteelGuru @ <http://www.steelguru.com/> shall be applicable on the rates offered by the vendor.
- 6.4 Price escalation/ de-escalation for Casks /Barrels on account of variation in steel prices shall be calculated as per the formula given below:

Formula for escalation / De-Escalation in Barrel cost (in Rs./MT of Grease)
PVC (Steel) = (SP2 –SP1) X Factor X 5
Factor - For 20G - 2.05%

**SP1- Base Steel Rate which is Rs.55,095.45 per MT of steel.** This is average rate of “Flats CR 0.80 – Standard at Mumbai-India in INR/Tonne EXW of origin India” published by steelguru (Rs/MT) for 01.10.2020 to 31.12.2020 period. This rate will be considered as reference rate for all price escalation/ de-escalation.

SP2- Revised Steel Rate which is average quarterly rate of “Flats CR 0.80 – Standard at Mumbai-India in INR/MT EX. Work of origin India” published by Steel Guru (Rs/MT) in the previous quarter for which escalation has to be given.

**Examples:** Assuming, Average Steel Rate for Jan’21 – March’21 quarter is Rs.53,000.00 per MT of Steel.

Thus PVC (Steel), the price escalation on account of increase in steel prices for 20G cask

$$= [(53,000 – 55095.45) \times 2.05\% \times 5]$$

$$= \text{Reduction of Rs.214.78 per MT of Grease.}$$

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**No escalation/ de-escalation shall be applicable to any other item.**

**FORM G**

<b>1. For Base Oils - Quarterly (Average ICIS Rate applicable during previous quarter)</b>			
<b>BO Name</b>	<b>150 N</b>	<b>500 N</b>	<b>BS 150</b>
Average ICIS Price during Oct'20 - Dec'20 period in USD/ MT (BO2)	470.00	653.08	707.69
Average Exchange Rate Oct'20 - Dec'20 period (Ex.Rate2)	73.77	73.77	73.77
Custom Duty Rate (Cus.Duty2) %	5.50%	5.50%	5.50%
<b>Revised Base Oil Cost i.e. BO2 x Ex.Rate2 x (1+Cus.Duty2 %) in Rs/MT</b>	<b>36,578.85</b>	<b>50,827.49</b>	<b>55,077.64</b>
<b>2. For Lithium Hydroxide Monohydrate (LiOH) - Quarterly (Average Rate applicable will be for each month of previous quarter)</b>			
<b>Month</b>	<b>Oct-20</b>	<b>Nov-20</b>	<b>Dec-20</b>
LiOH rate in Rs per kg (As per J.R. SPECIALITY CHEMICALS PVT. LTD.) as on	<b>490.00</b>	<b>500.00</b>	<b>580.00</b>
Average LiOH Rate in Rs per kg during Oct'20 - Dec'20 period	523.33		
<b>3. For HCO &amp; 12 - HSA - Quarterly (Average Rate applicable will be 15th of each month of previous quarter)</b>			
<b>Date</b>	<b>10/15/2020</b>	<b>11/17/2020</b>	<b>12/15/2020</b>
CCO Rate in Rs per kg (As per THE BOMBAY COMMODITY EXCHANGE LTD.)	<b>87.60</b>	<b>97.50</b>	<b>94.70</b>
Average CCO Rate in Rs per kg during Oct'20 - Dec'20 period	93.27		
<b>4. For Bulk Bitumen - Quarterly (Average Rate applicable will be 1st of each month of previous quarter)</b>			
<b>Date</b>	<b>10/1/2020</b>	<b>11/1/2020</b>	<b>12/1/2020</b>
Bulk Bitumen - BIT (P) 80/100(VG10) Rate in Rs per MT (Based on BPCL Refinery Ex-Mumbai)	<b>24,480.00</b>	<b>25,080.00</b>	<b>29,220.00</b>
Bulk Bitumen - BIT (P) 80/100(VG10) Average rate in Rs per MT (Based on BPCL Refinery Ex-Mumbai - BIT (P) 80/100(VG10) - during Oct'20 - Dec'20 period)	26,260.00		
<b>5. For Container - Quarterly - (Rate applicable is Avg. PPCP Price of 1st of previous three months with change of min Rs. 2 / KG)</b>			
PPCP- Grade B 030 MG Rate in Rs. / MT (Based on PPCP grade (B 030 MG) rate published by RIL ex- Hazira plant )	<b>Rs. / MT</b>		
PPCP Price in Rs. / MT as on 01.10.2020	85,311.00		
PPCP Price in Rs. / MT as on 16.11.2020	91,811.00		
PPCP Price in Rs. / MT as on 01.12.2020	100,811.00		
<b>Avg. PPCP Price in Rs. / MT - during Oct'20 - Dec'20 period</b>	<b>92,644.333</b>		
<b>6. For Steel Barrel / Casks – Quarterly</b>			

SP2- Average Steel Rate of “Flats CR 0.80 – Standard at Mumbai-India in INR/Tonne EXW of origin India” published by steelguru (Rs/MT) for Oct'20 - Dec'20 period	55,095.45
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**Annexure-VI****Technical specification of Greases & Compounds**

*“The BPCL specifications of Greases & Compounds are confidential and should be used only for the purpose of testing quality aspects of Greases / Compounds, when manufactured for BPCL. Tenderers should not disclose or share the specifications to anybody who is not indented to receive it for the above purpose. Without any prior written approval from BPCL, the sharing or disclosing of specification to third party will be liable for legal action.”*

**F1, F2 and F3 tests to be carried out for every first batch of each grade supplied to BPCL and submit the test report to BPCL. For all subsequent batches, the tests to be carried as per the following frequencies.**

F1: Mandatory Tests to be carried out for every Batch supplied to BPCL.

F2: Tests to be carried out for first batch in each quarter supplied to BPCL, whereas for MP Grease 3 & Lanthax EP2 Grease grades in addition to First batch tests to be conducted for every 6<sup>th</sup>, 11<sup>th</sup> and so on batches in each quarter for supplies to BPCL

F3: Tests to be carried out once in six month (April to Sept and October – March) for Batch supplied to BPCL.

**1. MAK CAMEX COMPOUND D:**

S. No	Test Description	Units	Specification	Test Method	Note
1.	Appearance	--	Black Fluid	Visual	F1
2.	KV @100°C	cSt	200-250	ASTM D445	F1
3.	Flash Point, COC, Min.	°C	240	ASTM D92	F1
4.	Copper Corrosion @ 100°C, 3 hrs, Max.	--	1a	ASTM D130	F1

**2. MAK CAMEX COMPOUND F:**

S. No	Test Description	Units	Specification	Test Method	Note
1.	Appearance	--	Black Fluid	Visual	F1
2.	KV @100°C	cSt	400-500	ASTM D445	F1
3.	Flash point, COC, Min.	°C	240	ASTM D92	F1
4.	Copper Corrosion @ 100°C, 3 hrs, Max.	--	1a	ASTM D130	F1

**3. MAK CAMEX COMPOUND H:**

S. No	Test Description	Units	Specification	Test Method	Notes
1.	Appearance	--	Black, Semi Solid	Visual	F1



2.	KV @ 100°C	cSt	950-1200	ASTM D445	F1
3.	Flash Point, COC, Min.	°C	240	ASTM D92	F1
4.	Copper Corrosion @ 100°C, 3 hrs, Max.	--	1a	ASTM D130	F1

- i. MAK CAMEX COMPOUND H shall meet IS: 9554/1980, Amendment No. 1 (Reaffirmed in 1993) for grade 4 (except KV).
- ii. For DGS & D supplies, the KV control of MAK CAMEX COMPOUND H shall be 1100/1200 cSt at 100°C.

#### **4. MAK GARONEX R 250:**

S. No.	Test Characteristics	Test Method	BPCL Control Limits	Note
1	Type of Soap		Calcium	--
2	Colour	Visual	Black	F1
3	Consistency of the grease @ 25°C	ASTM D217	310-340	F1
4	Drop Point, °C, Min.	ASTM D566	95	F1
5	Free organic acidity (as oleic acid), % wt, Max.	ASTM D128	0.25	F1
6	Free alkalinity, as Ca(OH) <sub>2</sub> , % by wt, Max.	ASTM D128	0.15	F1
7	Copper strip Corrosion @ 75°C for 24 hrs., Max.	ASTM D4048	1a	F2
8	Water content, % by wt, Max.	ASTM D128	1.5	F1
9	Graphite content, % wt	P:58 IS 1448	9-11	F1
10	Base oil KV at 40°C, cSt	ASTM D445	61.2-74.8	F1
11	Viscosity Index, Min.	ASTM D2270	80	F1

MAK GARONEX R 250 should meet IS: 508/1987(Reaffirmed in 2004) Grade 1 Specification for grease graphited.

#### **5. MAK LANTHAX EP GREASE 0:**

S.No.	Test Characteristics	Test Method	BPCL Control Limits	NOTES
1	Type Of soap	-	Lithium (Lead Free)	--
2	Colour	Visual	Dark Brown	F1
3	Consistency of the grease @ 25°C a) 60 Strokes b) 1,00,000 Strokes	ASTM D217	355-385 Shall not differ by 30 units from 60 stroke penetration.	F1 F2
4	Drop Point, °C, Min.	ASTM D566	160	F1

5	Free organic acidity (as oleic acid), % by wt, Max.	ASTM D128	To be reported	F1
6	Free alkalinity as LiOH, % by wt, Max.	ASTM D128	To be reported	F1
7	Copper strip corrosion @100°C for 24 hrs., Max.	ASTM D4048	1b	F2
8	Oxidation stability (100 hrs) @ 100°C, drop in pressure Kg/Sq.cm, Max	ASTM D942	0.7	F2
9	Freedom from deleterious particles permitted number of scratches, Max.	ASTM D1404	10	F1
10	Corrosion Preventive Test	ASTM D1743	Pass	F2
11	Emcor Rust Test, Rating, Max.	ASTM D6138	0,0	F2
12	Timken OK Load, Kg, Min.	ASTM D2509	22	F3
13	Four ball weld load, in Kg Min.	IP 239	250	F2
14	Four ball wear test, wear scar diameter in mm, Max.	ASTM D2266	0.6	F2
15	Base Oil KV at 40°C, cSt	ASTM D445	135-165	F1
16	Viscosity Index, Min	ASTM D2270	80	F1

MAK LANTHAX EP GREASE 0 (Proprietary Grade)

**6. MAK LANTHAX EP GREASE 1:**

S.No.	Test Characteristics	Test Method	BPCL Control Limits	NOTES
1	Type Of soap	-	Lithium (Lead Free)	--
2	Colour	Visual	Dark Brown	F1
3	Consistency of the grease @ 25°C a) 60 Strokes b) 1,00,000 Strokes	ASTM D217	310 - 340 Shall not differ by 30 units from 60-stroke penetration.	F1 F2
4	Drop Point, °C, Min.	ASTM D566	180	F1
5	Free organic acidity (as oleic acid), % by wt, Max.	ASTM D128	To be reported	F1
6	Free alkalinity as LiOH, % by wt, Max.	ASTM D128	To be reported	F1
7	Copper strip corrosion @ 100°C for 24 hrs, Max.	ASTM D4048	1b	F2

8	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a) 5.0 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported.	F2
9	Resistance to water washout, @ 80°C, % loss by wt, Max.	ASTM D1264	15	F2
10	Thermal Stability, 30 hrs @ 100°C, % oil separated, Max.	ASTM D6184	6	F2
11	Roll Stability Test, 16 hrs. Change in consistency, %, Max.	ASTM D1831	25	F2
12	Oxidation stability (100 hrs) @ 100°C, drop in pressure Kgf/Sq.cm, Max.	ASTM D942	0.7	F2
13	Freedom from deleterious particles permitted number of scratches, Max.	ASTM D1404	10	F1
14	Corrosion Preventive Test	ASTM D1743	Pass	F2
15	Emcor Rust Test, Rating, Max.	ASTM D6138	0,0	F2
16	Low temp torque test @ -20°C a) Starting Torque, gm/cm b) Running Torque, gm/cm	IP 186	5000 1000	F3
17	Timken OK Load, Kg, Min.	ASTM D2509	22	F3
18	Four ball wear test, wear scar diameter in mm, Max.	ASTM D2266	0.6	F2
19	Four ball wear load in Kg, Min.	IP 239	250	F2
20	Base Oil KV at 40°C, cSt	ASTM D445	135-165	F1
21	Viscosity Index, Min	ASTM D2270	80	F1

MAK LANTHAX EP GREASE 1 shall meet IS: 7623-2019 Grade 1 for EP grades.

### **7. MAK LANTHAX EP GREASE 2:**

S.No	Test Characteristics	Test Method	BPCL Control Limits	NOTES
1	Type of Soap	-	Lithium (Lead Free)	F1
2	Colour	Visual	Dark Brown	F1

3	Consistency of the grease @25°C a) 60 Strokes b) 1,00,000 Strokes	ASTM D217	270 - 290 Shall not differ by 30 units from 60 stroke penetration.	F1 F2
4	Drop Point, °C, Min.	ASTM D566	180	F1
5	Free organic acidity (as oleic acid), % by wt, Max.	ASTM D128	To be reported	F1
6	Free alkalinity as LiOH, % by wt, Max.	ASTM D128	To be reported	F1
7	Copper strip corrosion @ 100°C for 24 hrs, Max.	ASTM D4048	1b	F2
8	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a) 5.0 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported.	F2
9	Resistance to water washout, @ 80°C, % loss by wt, Max.	ASTM D1264	10	F2
10	Thermal Stability, 30 hrs @ 100°C, % oil separated, Max.	ASTM D6184	4	F2
11	Roll Stability Test, 16 hrs. Change in consistency, %, Max.	ASTM D1831	25	F2
12	Oxidation stability (100 hrs) @ 100°C, drop in pressure Kg/Sq.cm, Max.	ASTM D942	0.7	F2
13	Freedom from deleterious particles permitted number of scratches, Max.	ASTM D1404	10	F1
14	Corrosion Preventive Test	ASTM D1743	Pass	F2
15	Emcor Rust Test, Rating, Max.	ASTM D6138	0,0	F2
16	Low temp torque test @ -20°C a) Starting Torque, gm/cm b) Running Torque, gm/cm	IP 186	5000 1000	F3
17	Timken OK Load, Kg, Min.	ASTM D2509	22	F3
18	Four ball wear test, wear scar diameter in mm, Max.	ASTM D2266	0.6	F2
19	Four ball weld load in Kg, Min.	IP 239	250	F2
20	Base oil KV at 40°C, cSt	ASTM D445	135-165	F1
21	Viscosity Index, Min	ASTM D2270	80	F1

MAK LANTHAX EP GREASE 2 shall meet IS: 7623-2019 Grade 2 for EP grades.

### 8. MAK CAMEX TAK 40: (Proprietary brand)

SR.NO.	CHARACTERISTICS	REQUIREMENTS	TEST METHOD	NOTES
1.	Appearance	Black	VISUAL	F1
2.	Density @ 15°C, gm/ml	To report	ASTM D1298	F1
2.	KV@ 40°C, cSt	1400-1600	ASTM D445	F1
3.	Flash point, (COC), °C, Min.	190	ASTM D92	F1
4.	Timken OK Load, lbs, Min	45	ASTM D2782	F3
6.	Copper strip corrosion @ 100°C, for 3 hrs., Max.	1a	ASTM D 130	F1

### 9. MAK UNIVEX A:

MAK UNIVEX A grease meets IS: 12203-1999 Grade I specification.

S.No.	Test Characteristics	Test Method	BPCL's Control	Notes
1	Type of Soap	-	Lithium	--
2	Colour	Visual	Yellowish Brown	F1
3	Base Oil KV of extracted mineral oil at 100°C, cSt	ASTM D445	14 -18	F1
	Viscosity Index, Min	ASTM D2270	90	
4	Consistency of the grease @25°C	ASTM D217	265 – 295	
	a) Unworked Penetration		Shall not differ by 10 units from unworked penetration.	F1
	b) 60 Strokes			F1
	c) 1,00,000 Strokes		Shall not differ by 30 units from 60-stroke penetration.	F2
5	Drop Point, °C, Min.	ASTM D566	180	F1
6	Free organic acidity (as oleic acid), % by wt, Max.	ASTM D128	0.3	F1
7	Free alkalinity as LiOH, % by wt, Max.	ASTM D128	0.2	F1
8	Copper strip corrosion @ 100°C, 24 hrs., Max.	ASTM D4048	1a	F2
9	Water content, % by wt, Max.	ASTM D128	Nil	F1
10	Thermal Stability, 30 hrs @100°C, % oil separated, Max.	ASTM D6184	5	F2

11	Roll Stability Test, 16 hrs. Change in consistency, %	ASTM D1831	15	F2
12	Oxidation stability (100 hrs) @ 100°C, drop in pressure Kgf/Sq.cm	ASTM D942	0.5	F2
13	Wear Scar dia in mm, Max.	ASTM D2266	0.6	F2
14	Low Temperature Torque @ - 20°C, Nm, Max.	ASTM D4693	15.5	F3
15	Resistance to water washout, @ 80°C, % loss by wt, Max.	ASTM D1264	5	F2
16	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a)4.0 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported.	F2
17	Freedom from Deleterious particles, Permitted no. of scratches, max	ASTM D1404	10	F1
18	Corrosion Preventive Test	ASTM D1743	Pass	F2
19	Elastomer NBRL compatibility volume change percent	ASTM D4289	-5 to +30 percent	F3
20	Life performance of wheel bearing, hours, Min.	ASTM D3527	40	F3

**10. MAK UNIVEX CD:**

MAK UNIVEX CD should meet IS: 506-1993 Grade 1 specification.

S.No.	Test Characteristics	Test Method	BPCL Control Limits	NOTES
1	Soap	--	CALCIUM	--
2	Colour	Visual	Dark Brown	F1
3	Consistency of the grease @25°C	ASTM D217	310-340	F1
4	Drop Point, °C, Min.	ASTM D566	95	F1
5	Free organic acidity (as oleic acid), % by wt, Max.	ASTM D128	0.25	F1
6	Free alkalinity (as Ca(OH) <sub>2</sub> , % by wt, Max.	ASTM D128	0.15	F1

7	Copper strip corrosion @75°C for 24 hrs., Max.	ASTM D4048	1a	F2
8	Water content, % by wt, Max.	ASTM D128	1.0	F1
9	Sulphated ash content, % by wt, Max.	ASTM D874	4.0	F3
10	Corrosion Preventive Test	ASTM D1743	Pass	F2
11	Heat Stability, @ 95°C for 24 hrs.	IS 1448, P:62	No sign of breakdown, marked change inconsistency or separation of oil	F2
12	Base oil KV at 100°C, cSt	ASTM D445	18-24	F1
13	Viscosity Index, Min	ASTM D2270	80	F1

**11. MAK WB GREASE SPECIAL:**

MAK WB GREASE SPECIAL meets IS: 10647-1983 specifications for wheel bearing grease.

S.No.	Test Characteristics	Test Method	BPCL Control Limits	NOTES
1	Type of Soap	-	Sodium	--
2	Colour	Visual	Dark Brown	F1
3	Base oil KV at 100°C, cSt	ASTM D445	18.5 - 20.5	F1
4	Consistency of the grease @25°C a) Unworked Penetration  b) 60 Strokes c) 10,000 Strokes	ASTM D217	Shall not differ by 25 units from 60-stroke penetration. 250-280  Shall not differ by 25 units from 60-stroke penetration.	F1  F1  F2
5	Drop Point, °C, Min.	ASTM D566	180	F1
6	Free organic acidity (as oleic acid), % by wt, Max.	ASTM D128	0.25	F1
7	Free alkalinity as NaOH, % by wt, Max.	ASTM D128	0.30	F1
8	Copper strip corrosion @ 100°C, 24 hrs., Max.	ASTM D4048	1a	F2
9	Water content, % by wt, Max.	ASTM D128	0.3	F1
10	Soap content, % by wt, Max.	ASTM D128	20	F2
11	Thermal Stability, 30 hrs @ 100°C, % oil separated, Max.	ASTM D6184	5.0	F2
12	Roll Stability Test, 4 hrs. Change in consistency, %, Max.	ASTM D1831	10	F2

13	Oxidation stability (100 hrs) @ 100°C, drop in pressure Kg/Sq.cm	ASTM D942	1.0	F2
14	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a) 8.0 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported.	F2

**12. MAK HITEMP GREASE:**

Meets IS 12790: 1989 Grade 3

S.No.	Test Characteristics	Test Method	Specifications	Notes
1	Type of Thickener	--	Clay Based (Recommended to use Clay- Baragel, Bentonite, Claytone or equivalent)	--
2	Colour	Visual	Yellowish Brown	F1
3	Drop Point, °C, Min.	ASTM D2265	280	F1
4	Consistency of Grease @ 25°C 60 Double strokes Difference between 60 & 10,000 strokes, Max.	ASTM D217	280 – 300 30	F1 F2
5	Oil Separation, % by wt. Max.	ASTM D1742	2	F1
6	Thermal Stability, @ 100°C, 30 Hrs, % wt. loss, Max.	ASTM D6184	3	F2
7	Roll Stability – Change in penetration, after 2 hrs. %, Max.	ASTM D1831	10	F2
8	Resistance to water washout at 80°C, % by wt loss, Max.	ASTM D1264	10	F2
9	Oxidation Stability (100 hrs.) @ 100°C, drop in pressure kgf/cm <sup>2</sup> , Max.	ASTM D942	0.5	F2
10	Corrosion Preventive Test	ASTM D1743	Pass	F2
11	Wheel Bearing test Leakage by wt, gm, Max. Other Observations	ASTM D1263	10 No deposits	F2
12	Base Oil KV at 100°C, cSt Base Oil Viscosity Index, Min.	ASTM D445 ASTM D2270	30 - 40 90	F1 F1
13	Copper Corrosion @ 100°C, 24 hrs., Max.	ASTM D4048	1a	F2
14	Plastic Abrasion test	ASTM D1404	Not more than 10 scratches	F1
15	Mobility test at -18 °C, Flow g/sec	ASTM D1092	Shall pass the test	F2



16	Water Spray off ,loss % by mass, Max	ASTM D4049	60	F3
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**13. MAK HITEMP XTRA GREASE:**

Meets IS 12790: 1989 Grade 2

S.No.	Test Characteristics	Test Method	Specifications	Notes
1.	Type of Thickener	--	Clay Based (Recommended to use Clay- Baragel, Bentonite, Claytone or equivalent)	--
2.	Colour	Visual	Black	F1
3.	Drop Point, °C, Min.	ASTM D2265	280	F1
4.	Consistency of Grease @ 25°C 60 Double strokes Difference between 60 & 10,000 strokes, Max.	ASTM D217	280 – 300 30	F1 F2
5.	Oil Separation, % by wt. Max.	ASTM D1742	2	F2
6.	Thermal Stability, @ 100°C, 30 Hrs, % by wt. loss, Max.	ASTM D6184	3	F2
7.	Roll Stability – Change in penetration, after 2 hrs., %, Max.	ASTM D1831	10	F2
8.	Resistance to water washout at 80°C, % by wt loss, Max.	ASTM D1264	10	F2
9.	Oxidation Stability (100 hrs.) @ 100°C, drop in pressure kgf/cm <sup>2</sup> , Max.	ASTM D942	0.5	F2
10.	Corrosion Preventive Test	ASTM D1743	Pass	F2
11.	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a) 10 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported	F2
12.	Base Oil KV at 100 °C, cSt Base Oil Viscosity Index, Min.	ASTM D445 ASTM D2270	30 - 40 90	F1 F1
13.	Copper Corrosion at 100°C for 24 hrs., Max.	ASTM D4048	1a	F2
14.	Plastic Abrasion test	ASTM D1404	Not more than 10 scratches	F1
15.	MoS <sub>2</sub> content, % by wt, Min.	IS 1448 P 58	3	F1
16.	Wear Scar Diameter, mm, Max.	D2266	0.60	F2
17.	Mobility Test at -18 °C, Flow g/sec	ASTM D1092	Shall pass the test	F3

**14. MAK MULTIPLEX CS GREASE 2 : (Proprietary Grade)**

S.No.	Test Characteristics	Test Method	Specifications	Notes
1.	Type of Thickener	--	Calcium Sulphonate based	--
2.	Colour	Visual	Brownish Yellow	F1
3.	Texture	Visual	Smooth, Tacky	F1
4.	Base Oil Type	--	Mineral	--
5.	NLGI Grade	--	2	F1
6.	Drop Point, °C, Min.	ASTM D2265	310	F1
7.	Consistency of Grease @ 25°C Unworked 60 Double strokes Difference between 60 & 100,000 strokes, max.	ASTM D217	± 10 units from 60 Strokes 280 - 305 25	F1 F1 F2
8.	Oil Separation, % by wt. Max.	ASTM D1742	2	F2
9.	Thermal Stability, @ 100°C, 30 Hrs, % by wt. loss, Max.	ASTM D6184	2	F2
10.	Roll Stability – % Change in penetration, after 2 hrs, Max.	ASTM D1831	4	F2
11.	Resistance to water washout at 80°C, % by wt loss, Max.	ASTM D1264	1	F2
12.	Oxidation Stability (100 hrs.) @ 100°C, drop in pressure psi, Max.	ASTM D942	5	F2
13.	Corrosion Preventive Test	ASTM D1743	Pass	F2
14.	Emcor Rust Test, Max.	ASTM D6138	0,0	F2
15.	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a) 5 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported	F2
16.	Base Oil KV at 40°C, cSt Base Oil Viscosity Index, Min.	ASTM D445 ASTM D2270	ISO VG 320 90	F1 F1
17.	Copper Corrosion @ 100°C, 24 hrs., Max.	ASTM D4048	1a	F2
18.	Plastic Abrasion test	ASTM D1404	Not more than 10 scratches	F1
19.	Timken OK Load, lbs, Min.	ASTM 2509	50	F3
20.	Four-ball Weld Load, Kg, Min.	ASTM D2596	355	F2
21.	Wear Scar Diameter, mm, Max.	ASTM D2266	0.50	F2

**15. MAK MULTIPLEX L GREASE 1:**

Meets IS 14847: 2000 (Except Penetration)

S.No.	Test Characteristics	Test Method	Specifications	Notes
1.	Type of Thickener	--	Lithium complex based	--

2.	Colour	Visual	Yellowish Brown	F1
3.	Drop Point, °C, Min.	ASTM D2265	260	F1
4.	Consistency of Grease @ 25°C Unworked 60 Double strokes Difference between 60 & 100,000 strokes, max.	ASTM D217	± 10 units from 60 Strokes 310 - 340 25	F1 F1 F2
5.	Oil Separation, % by wt, Max.	ASTM D1742	5	F2
6.	Thermal Stability, @ 100°C, 30 Hrs, % by wt. loss, Max.	ASTM D6184	6	F2
7.	Roll Stability – Change in penetration, after 16 hrs at 80°C, Max.	ASTM D1831	45	F2
8.	Resistance to water washout at 80°C, % by wt loss, Max.	ASTM D1264	5	F2
9.	Oxidation Stability (100 hrs.) @ 100°C, drop in pressure kgf/cm <sup>2</sup> , Max.	ASTM D942	0.4	F2
10.	Corrosion Preventive Test	ASTM D1743	Pass	F2
11.	Emcor Rust Test, Max.	ASTM D6138	0,0	F2
12.	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a) 8 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported	F2
13.	Base Oil K.V. at 40°C, cSt Base Oil Viscosity Index, Min.	ASTM D445 ASTM D2270	135 – 165 90	F1 F1
14.	Copper Corrosion at 100°C for 24 hrs., Max.	ASTM D4048	1a	F2
15.	Plastic Abrasion test	ASTM D1404	Not more than 10 scratches	F1
16.	Timken OK Load, Kg, Min.	ASTM 2509	23	F3
17.	Four-ball Weld Load, Kg, Min.	IP 239	280	F2
18.	Wear Scar Diameter, mm, Max.	D2266	0.60	F2

**16. MAK MULTIPLEX L GREASE 2 :**

Meets IS 14847: 2000 Grade A

S.No.	Test Characteristics	Test Method	Specifications	Notes
1.	Type of Thickener	--	Lithium complex based	--
2.	Colour	Visual	Yellowish Brown	F1
3.	Drop Point, °C, Min.	ASTM D2265	260	F1
4.	Consistency of Grease @ 25°C Unworked 60 Double strokes Difference between 60 & 100,000 strokes, max.	ASTM D217	± 10 units from 60 Strokes 265 - 295 20	F1 F1 F2
5.	Oil Separation, % by wt. Max.	ASTM D1742	4	F2

6.	Thermal Stability, @ 100°C, 30 Hrs, % by wt. loss, Max.	ASTM D6184	5	F2
7.	Roll Stability – Change in penetration, after 16 hrs @ 80°C, Max.	ASTM D1831	45	F2
8.	Resistance to water washout at 80°C, % by wt loss, Max.	ASTM D1264	5	F2
9.	Oxidation Stability (100 hrs.) @ 100°C, drop in pressure kgf/cm <sup>2</sup> , Max.	ASTM D942	0.4	F2
10.	Corrosion Preventive Test	ASTM D1743	Pass	F2
11.	Emcor Rust Test, Max.	ASTM D6138	0,0	F2
12.	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a) 8 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported	F2
13.	Base Oil KV at 40°C, cSt Base Oil Viscosity Index, Min.	ASTM D445 ASTM D2270	135 – 165 90	F1 F1
14.	Copper Corrosion @ 100°C, 24 hrs, Max.	ASTM D4048	1a	F2
15.	Plastic Abrasion test	ASTM D1404	Not more than 10 scratches	F1
16.	Timken OK Load, Kg, Min.	ASTM 2509	23	F3
17.	Four-ball Weld Load, Kg, Min	IP 239	280	F2
18.	Wear Scar Diameter, mm, Max.	D2266	0.60	F2

### **17. MAK MP GREASE 2:**

MAK MP GREASE 2 meets IS: 7623-2019 Grade 2 for regular type greases.

S.No.	Test Characteristics	Test Method	BPCL Control Limits	Notes
1	Type of Soap	-	Lithium	--
2	Colour	Visual	Light Yellow	F1
3	Base oil KV at 40°C, cSt	ASTM D445	90-110	F1
4	Consistency of the grease @ 25°C d) 60 Strokes e) 1,00,000 Strokes	ASTM D217	265 - 295 Shall not differ by 30 units from 60-stroke penetration.	F1 F2
5	Drop Point, °C, Min.	ASTM D566	180	F1
6	Free organic acidity (as oleic acid), % by wt, Max.	ASTM D128	0.1	F1
7	Free alkalinity as LiOH, % by wt, Max.	ASTM D128	0.1	F1

8	Copper strip corrosion @100°C for 24 hrs., Max.	ASTM D4048	1a	F2
9	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a) 4.0 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported.	F2
10	Resistance to water washout, @ 80°C, % loss by wt, Max.	ASTM D1264	5	F2
11	Thermal Stability, 30 hrs @100°C, % oil separated, Max.	ASTM D6184	4	F2
12	Roll Stability Test, 16 hrs. Change in consistency, %, Max.	ASTM D1831	25	F2
13	Oxidation stability (100 hrs) @ 100°C, drop in pressure Kg/Sq.cm, Max.	ASTM D942	0.5	F2
14	Freedom from deleterious particles permitted number of scratches, Max.	ASTM D1404	10	F1
15	Corrosion Preventive Test	ASTM D1743	Pass	F2
16	Emcor Rust Test, Rating, Max.	ASTM D6138	0,0	F2
17	Low temp torque test @ -20°C c) Starting Torque, gm/cm d) Running Torque, gm/cm	IP 186 To pass the test during grease development	5000 1000	F3
18	Water content, % by wt, Max.	ASTM D128	Nil	F1
19	Viscosity Index, Min.	ASTM D2270	90	F1

### **18. MAK MP GREASE 3:**

MAK MP GREASE 3 meets IS: 7623-2019 Grade 3 for regular type greases.

S.No.	Test Characteristics	Test Method	BPCL Control Limits	NOTES
1	Type of Soap	-	Lithium	--
2	Colour	Visual	Light Yellow	F1
3	Base oil KV at 40°C, cSt	ASTM D445	90-110	F1
4	Consistency of the grease @ 25°C a) 60 Strokes b) 1,00,000 Strokes	ASTM D217	220 - 250 Shall not differ by 30 units from 60-stroke penetration.	F1 F2
5	Drop Point, °C, Min.	ASTM D566	180	F1
6	Free organic acidity (as oleic acid), % by wt, Max.	ASTM D128	0.1	F1

7	Free alkalinity as LiOH, % by wt, Max.	ASTM D128	0.1	F1
8	Copper strip corrosion @100°C for 24 hrs., Max.	ASTM D4048	1a	F2
9	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a) 4.0 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported.	F2
10	Resistance to water washout, % loss by wt, Max.	ASTM D1264	5	F2
11	Thermal Stability, 30 hrs, 100°C, % oil separated, Max.	ASTM D6184	4	F2
12	Roll Stability Test, 16 hrs. Change in consistency, %, Max.	ASTM D1831	25	F2
13	Oxidation stability (100 hrs) @ 100°C, drop in pressure Kg/Sq.cm, Max	ASTM D942	0.5	F2
14	Freedom from deleterious particles permitted number of scratches, Max.	ASTM D1404	10	F1
15	Corrosion Preventive Test	ASTM D1743	Pass	F2
16	IP Dynamic Anti-rust Test, Rating, Max.	ASTM D6138	0,0	F2
17	Low temp torque test @ -20°C a) Starting Torque, gm/cm b) Running Torque, gm/cm	IP 186	5000 1000	F3
18	Water content, % by wt, Max.	ASTM D128	Nil	F1
19	Viscosity Index	ASTM D2270	90	F1

### **19. MAK MP PLUS GREASE 3:**

MAK MP PLUS GREASE 3 meets IS: 12203-1993 Grade 2 for regular type greases.

S.No.	Test Characteristics	Test Method	BPCL Control Limits	NOTES
1	Type of Soap	-	Lithium	--
2	Colour	Visual	Yellowish Brown	F1
3	Base oil KV at 100°C, cSt	ASTM D445	14 – 18	F1
4	Consistency of the grease @ 25°C a) 60 Strokes b) 1,00,000 Strokes	ASTM D217	220 - 250 Shall not differ by 25 units from 60-stroke penetration.	F1 F2

5	Drop Point, °C, Min.	ASTM D566	180	F1
6	Free organic acidity (as oleic acid), % by wt, Max.	ASTM D128	0.1	F1
7	Free alkalinity as LiOH, % by wt, Max.	ASTM D128	0.1	F1
8	Copper strip corrosion @ 100°C for 24 hrs., Max.	ASTM D4048	1a	F2
9	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a) 4.0 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported.	F2
10	Resistance to water washout, % loss by wt, Max.	ASTM D1264	5	F2
11	Thermal Stability, 30 hrs, 100°C, % by wt, Oil separated, Max.	ASTM D6184	4	F2
12	Roll Stability Test, 16 hrs. Change in consistency, %, Max.	ASTM D1831	25	F2
13	Oxidation stability (100 hrs) @ 100°C, drop in pressure Kgf/Sq.cm, Max	ASTM D942	0.5	F2
14	Freedom from deleterious particles permitted number of scratches, Max.	ASTM D1404	10	F1
15	Corrosion Preventive Test	ASTM D1743	Pass	F2
16	Emcor Rust Test, Rating, Max.	ASTM D6138	0,0	F2
17	Low temp torque test @ -20°C a) Starting Torque, gm/cm b) Running Torque, gm/cm	IP 186	5000 1000	F3
18	Water content % by wt max	ASTM D128	Nil	F1
19	Viscosity Index	ASTM D2270	90	F1
20	Wear Scar dia, mm, Max.	ASTM D2266	0.60	F1
21	Elastomer NBRL compatibility volume change percent	ASTM D4289	-5 to 30	F3
22	Life performance of wheel bearing, hrs, min.	ASTM D3527	40	F3

**20. MAK WHITE GREASE (Jasmine Perfumed):**

Sl. No.	Test Characteristics	Test Method	BPCL Control Limits	Notes
1	Type of Soap	-	Lithium	--
2	Appearance	Visual	Light yellow, Smooth, Buttery & Perfumed (Jasmine)	F1

3	Colour Comparison	Visual	Off White	F1
4	Kinematic Viscosity of mineral oil extracted, from the grease in cSt 40°C	ASTM D445	90-110	F1
5	Viscosity Index of mineral oil extracted, from the grease, Min.	ASTM D2270	90	F1
6	Consistency of the grease @25°C a) 60 Strokes b) 1,00,000 Strokes	ASTM D217	220 - 250 Shall not differ by 30 units from 60-stroke penetration.	F1 F2
7	Drop Point, °C, Min.	ASTM D566	180	F1
8	Free organic acidity (as oleic acid), % by wt, Max.	ASTM D128	0.1	F1
9	Free alkalinity as LiOH, % by wt, Max.	ASTM D128	0.1	F1
10	Copper strip corrosion @100°C for 24 hrs., Max.	ASTM D4048	1a	F2
11	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D1263	a)4.0 b) Shall be free from deposits. c) Not limited but the observations to be reported. d) Not limited but the observations to be reported.	F2
12	Resistance to water washout, @ 80°C, % loss by wt, Max.	ASTM D1264	5	F2
13	Thermal Stability, 30 hrs @100°C, % oil separated, Max.	ASTM D6184	4	F2
14	Roll Stability Test, 16 hrs. Change in consistency, %, Max.	ASTM D1831	25	F2
15	Oxidation stability (100 hrs) @ 100°C, drop in pressure Kgf/Sq.cm, Max	ASTM D942	0.5	F2
16	Freedom from deleterious particles permitted number of scratches, Max.	ASTM D1404	5	F1
17	Corrosion Preventive Test	ASTM D1743	Pass	F2
18	Emcor Rust Test, Rating, Max.	ASTM D6138	0,0	F2
19	Low temp torque test @ -20°C a)Starting Torque, gm/cm b)Running Torque, gm/cm	IP 186	5000 1000	F3
20	Water content, % by wt, Max.	ASTM D128	Nil	F1

MAK WHITE GREASE (Jasmine Perfumed) Meets IS: 7623-2019 Grade 3 for regular type greases.



**21. MAK ROLLING MILL WR GREASE**

S. No	Test Characteristics	Test Method	BPCL's Control Limit	
1	Colour and Appearance	Visual	Brownish Yellow, Shiny brown, Smooth and Homogeneous	F1
2	Soap	--	Lithium-Calcium	F1
3	Base Oil	--	Mineral	F1
4	Consistency of Grease @ 25°C  a) 60 strokes  b) 1,00,000 strokes	P:60	a) 280-305  b) shall not differ by more than 30 units from the 60 Strokes	F1  F2
5	Free organic acidity (as oleic acid), % by wt, Max.	P:53	value to be reported	F1
6	Free alkalinity (as LiOH) % by wt, Max.	P:53	Value to be reported	F1
7	Drop point, °C, Min.	P:52	180	F1
8	Mineral oil extracted from the grease  a) Kinematic Viscosity in cSt at 40°C b) Flash Point °C(COC), Min. c) Viscosity Index, Min.	P:59  P:25  P:21 P:56	a) 288-352  b) 200 c) 90	F1  F1 F1
9	Cu strip corrosion, @ 100°C, 24hrs, Max.	P:51	1a	F2
10	Resistance to water wash out at 80°C, % loss by wt, max	P:90	3	F2
11	Thermal stability, % loss by wt, Max.	P:89	5	F2
12	Oxidation stability(100 h), @ 100°C, drop in pressure Kg/sq cm, Max.	P:94	0.7	F2
13	Freedom from deleterious particles, permitted No. of scratches, Max.	P:125	10	F1
14	Timken OK load, Kg, Min.	ASTM D2509	22	F3
15	Leakage and deposit forming tendencies (wheel bearing test): a) Leakage by wt (g), Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material d) Indication of dry running of races	ASTM D1263	a) 5 b) Shall be free from deposits  c) Observations to be reported d) no dry running of races	F2
16	Four ball wear test, scar dia, mm, Max.	ASTM D2266	0.6	F2
17	Emcor rust test, Max.	IP:220	0,0	F2
18	Roll stability test, penetration change, % after 16 hrs, Max.	ASTM D1831	25	F2
19	Four ball weld test, weld load, Kg, Min.	IP:239	250	F2
20	Corrosion preventive test	ASTM D1743	Pass	F2

**22. MAK CAMEX COMPOUND G:**

S.No	Test Description	Units	Specification	Test Method	Notes
1.	Appearance	--	Black, Semi Solid	Visual	F1
2.	KV @ 100°C	cSt	750 - 800	ASTM D445	F1
3.	Flash point, COC	°C	240 min	ASTM D92	F1
4.	Copper Corrosion @ 100°C, 3 hrs, Max.	--	1a	ASTM D130	F1

MAK CAMEX COMPOUND G shall meet IS: 9554/1980, Amendment No. 1(reaffirmed in 1993) (except KV).

**23. MAK GRAPHITE GREASE SPECIAL: (Proprietary grade).**

S.No.	Test Characteristics	Test Method	BPCL Control Limits	Note
1	Type of Soap	-	Calcium	--
2	Colour	Visual	Black Grey	F1
3	Consistency of the grease @ 25°C	ASTM D217	250-280	F1
4	Drop Point, °C, Min.	ASTM D566	90	F1
5	Free organic acidity (as oleic acid), % wt, Max.	ASTM D128	0.25	F1
6	Free alkalinity (as Ca(OH) <sub>2</sub> , % by wt, Max.	ASTM D128	0.15	F1
7	Copper strip corrosion @75°C for 24 hrs., Max.	ASTM D4048	1a	F2
8	Water content, % by wt, Max.	ASTM D128	1.0	F1
9	Graphite content,% wt.	P:58 IS 1448	5-7	F1
10	Base oil KV at 40°C,cSt min	ASTM D445	110	F1
11	Viscosity Index, Min	ASTM D2270	80	F1

**24. MAK CANE CRUSHING OIL 40,  
25. MAK CANE CRUSHING OIL 80 AND**

**26. MAK CANE CRUSHING OIL 120:**

Sl. No.	Test Description	Units	MAK CANE CRUSHING OIL			Test Method	Note
			40	80	120		
1.	Appearance	--	Black Fluid	Black Fluid	Black Fluid	Visual	F1
2.	Kinematic Viscosity @100 °C	cSt	38.5 – 44.5	86.0 – 94.0	111.0 – 119.0	ASTM D445	F1
3.	Flash Point, COC, Min	°C	240	240	240	ASTM D92	F1
4.	Copper Corrosion@ 100°C,for 3 hr, Max.	Rating	1a	1a	1a	ASTM D130	F1
5.	Timken OK Load, Min	lbs	35	35	35	ASTM D2509	F3

**27 MAK CCO NB 40:**

S.No	Characteristics	ASTM METHOD	BPCL LIMITS	NOTE
1	Appearance	Visual	Dark Brown	F1
2	Specific Gravity at 15°C	D1298	To be reported	F1
3	KV @ 100°C , cSt	D445	38.5-44.5	F1
4	Pour Point, °C , Min	D97	-6	F1
5	Flash Point (COC), °C , Min	D92	230	F1
6	Cu Strip Corrosion @ 100°C , 3 Hrs, Max.	D130	1a	F1
7	Timken OK Load, Lbs, Min	D2509	30	F3
8	Rust preventive test (with cane juice)	D665	Pass	F1

**28. MAK RR GREASE 3 :**

S No	Test Characteristics	Test Method	BPCL's Control	Notes
1	Soap	---	Lithium-Calcium	--
2	Colour	Visual	Yellowish Brown	F1
3	Consistency	---	NLGI 3	--
4	Consistency of Grease @ 25°C 60 strokes  1,00,000 strokes	ASTM 217	220-250  ±25 units from 60X worked penetration	F1  F2
5	Drop point, °C, Min.	ASTM D566	180	F1
6	Flash Point, COC, °C, Min.	ASTM D92	180	F1
7	KV @ 37.8 °C, cSt	ASTM D445	162.3-205.6	F1
8	Deleterious Particles	ASTM D1404	NIL	F1
9	V2F test (144 hrs) a) Leakage, gm, max b) Penetration @ 25 ° C c) Participation		150 200-270 Uniform	F2
10	Roll stability, Change in Penetration at 82 °C, 96 Hrs	ASTM D1831	220-320	F2
11	Oxidation stability, pressure drop at 100 °C, psi, max a) In 100 hrs b) In 500 hrs	ASTM D942	10 25	F2
12	Rust preventive properties, max	ASTM D1743	1	F2
13	Emcor Rust Test	IP 220	0,0	F2
14	Moisture content %, max	ASTM D128	0.1	F1
15	Effect of grease on copper	ASTM D4048	1a	F2
16	Viscosity index, min	ASTM D2270	80	F1

Storage property: The grease when stored for 24 months should not show any seepage, change of structure or consistency.

S.No.	Test Characteristics	Test Method	BPCL Specifications	Note
1	Type of Soap	-	Clay (Recommended to use Clay- Baragel, Bentonite, Claytone or equivalent)	F1

**29. MAK HITEMP XTRA SM GREASE: Proprietary grade**

2	Appearance	Visual	Black Grey, Smooth and Homogeneous	F1
3	Base oil KV at 40 °C, cSt	ASTM D445	1200-1400	F1
4	Base oil KV at 100 °C, cSt, Min	ASTM D445	50	F1
5	Consistency of the grease @25°C, 60 Strokes Difference between 60 & 10,000 strokes, Max.	ASTM D217	280 – 300 30 Units	F2
6	Oil Separation, % wt. Max.	ASTM D1742	2	F2
7	Copper Corrosion at 100°C for 24 hrs., Max.	ASTM D4048	1a	F2
8	Drop Point, °C, Min.	ASTM D2265	250	F1
9	Four ball weld load, Kgs, Min	IP 239	250	F2
10	Timken OK Load, lbs, Min	ASTM D2509	45	F3
11	Wear Scar Diameter, mm, Max.	ASTM D2266	0.60	F2
12	Corrosion Preventive Test	ASTM D1743	Pass	F2
13	Resistance to water washout, % loss by wt, Max	ASTM D1264	5	F2
14	Water Spray Off, % loss by wt, Max	ASTM D4049	10	F2
15	MoS2 Content,% by wt, Min	IS 1448 P:58	3	F1
16	Deleterious Particles	ASTM D1404	NIL	F1

**30. MAK SINTHAX EP GREASE 2: Proprietary grade**

SI.No	CHARACTERISTIC	METHOD OF TEST ASTM	REQUIREMENT	NOTES
1	Worked penetration at 25°C+/-0.5°C a) 60 double stroke	D 217	280-305	F1
			shall not differ by more than 30 units from the values at (a) above	F2
	b) After 100,000 strokes			
2	Drop point, deg C, min	D 566	180	F1
3	Cu strip corrosion at 100°C, for 24 hrs	D 4048	1a	F1
4	Resistance to water washout at 80°C, % loss by mass, max	D1264	4	F2
5	Thermal stability, % loss by mass, max	D 6184	5	F1
6	Oxidation stability(100 h), drop in pressure Kg/sq cm, max	D942	0.7	F3
7	Timken OK load, Kg, min	D 2509	22	F2
8	Leakage and deposit forming tendencies (wheel bearing test): a) Leakage by mass(g), max b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material d) Indication of dry running of races	D 1263	5 shall be free from deposits observations to be reported no dry running of races	F2
9	Four ball wear test, scar dia, mm, max	D 2266	0.55	F2
10	Emcor rust test, max	IP:220	0,0	F2
11	Roll stability test, penetration change, % after 16 hrs, max	D 1831	25	F2
12	Four ball weld test, weld load, Kg, min	IP:239	250	F2
13	Corrosion preventive test	D 1743	shall pass the test	F2

**31. MAK LANTHAX BRIGHT EP GREASE 00:**

S. No.	Test Characteristics	Test Method	BPCL Control Limits	NOTES
1	Type Of soap	-	Lithium (Lead Free)	--
2	Colour	Visual	Pale Yellow	F1
3	Consistency of the grease @ 25°C, 60 Strokes	ASTM D 217	400 – 430	F1
4	Drop Point, °C, Min.	ASTM D 566	150	F1
5	Free organic acidity (as oleic acid), % by wt,	ASTM D 128	To be reported	F1

	Max.			
6	Free alkalinity as LiOH, % by wt, Max.	ASTM D 128	To be reported	F1
7	Copper strip corrosion @ 100°C, 24 hrs	ASTM D 4048	1a	F2
8	Oxidation stability (100 hrs) drop in pressure Kgf /Sq.cm, Max	ASTM D 942	0.7	F2
9	Freedom from deleterious particles permitted number of scratches, Max.	ASTM D 1404	10	F2
10	Timken OK Load, Kg, Min.	ASTM D 2509	22	F2
11	Four ball weld load, in Kg Min.	IP 239	250	F2
12	Four ball wear test, wear scar diameter in mm, Max.	ASTM D 2266	0.6	F2
13	Base Oil KV at 40°C, cSt	ASTM D 445	135-165	F1
14	Viscosity Index, Min	ASTM D 2270	80	F1

MAK LANTHAX BRIGHT EP GREASE 00 (Proprietary Grade)

### 32. MAK LANTHAX BRIGHT EP GREASE 2:

S.No.	Test Characteristics	Test Method	BPCL Control Limits	NOTES
1	Type of Soap	-	Lithium (Lead Free)	F1
2	Colour	Visual	Pale Yellow	F1
3	Consistency of the grease @ 25°C a) 60 Strokes b) 1,00,000 Strokes	ASTM D 217	270 - 290 Shall not differ by 30 units from 60-stroke penetration.	F1 F2
4	Drop Point, °C, Min.	ASTM D 566	180	F1
5	Free organic acidity (as oleic acid), % by wt, Max.	ASTM D 128	To be reported	F1
6	Free alkalinity as LiOH, % by wt, Max.	ASTM D 128	To be reported	F1
7	Copper strip corrosion @ 100°C for 24 hrs	ASTM D 4048	1a	F2



8	Leakage and deposit forming tendencies (Wheel Bearing Test) a) Leakage by wt, gm, Max. b) Deposit in the wheel bearing races or the rollers c) Evidence of abnormal changes in the consistency or structure of the material. d) Indication of dry running of races	ASTM D 1263	5.0 Shall be free from deposits. Not limited but the observations to be reported. Not limited but the observations to be reported.	F2
9	Resistance to water washout, % loss by wt, Max.	ASTM D 1264	10	F2
10	Thermal Stability, 30 hrs @ 100°C, % by wt, Oil Separated, Max.	ASTM D 6184	4	F2
11	Roll Stability Test, 16 hrs. Change in consistency, %, Max.	ASTM D1831	25	F2
12	Oxidation stability (100 hrs) drop in pressure Kgf/Sq.cm, Max.	ASTM D 942	0.7	F2
13	Freedom from deleterious particles permitted number of scratches, Max.	ASTM D 1404	10	F1
14	Corrosion Preventive Test, Rating, Max.	ASTM D 1743	Pass	F2
15	IP Dynamic Anti-rust Test, Rating, Max.	ASTM D 6138	0,0	F2
16	Low temp torque test @ -20°C a) Starting Torque, gm/cm b) Running Torque, gm/cm	IP 186	5000 1000	F3
17	Timken OK Load, Kg, Min.	ASTM D 2509	22	F2
18	Four ball wear test, wear scar diameter in mm, Max.	ASTM D 2266	0.6	F2
19	Four ball weld load in Kg, Min.	IP 239	250	F2
20	Base oil KV at 40°C, cSt	ASTM D 445	135-165	F1
21	Viscosity Index, Min.	ASTM D 2270	80	F1

MAK LANTHAX BRIGHT EP GREASE 2 shall meet IS: 7623-1993 Grade 2 for EP grades.

**ANNEXURE – VII****TECHNICAL SPECIFICATION OF PACKAGING MATERIALS****1) Standard Specifications of Containers:**

- a) The packs shall be made of PPCP grade B 030 MG and of conical pail shape.
- b) Colour: Milky white containers with red colour lid.
- c) Volume and standard weight:

	Minimum Brimful volume ml.	Standard Weight gm (incl. lid & handle)
18 kg	22000	1050
10 kg	12000	611
7 kg	9500	435
5 kg	6600	350
3 kg	4100	200
2 kg	2650	150
1 kg	1400	80
500 g	800	56
200 g	300	26

BPCL reserves the right to accept or reject any pails with revised specifications offered in place of standard specs mentioned above. Successful vendor shall get sample containers approved before commencing the supplies.

- d) The pails shall be suitable for filling grease and should have perfect lid fitting with tamper evident features. The lids shall not open up during drop test or when tampered with. Pails shall pass drop test from 1.2 meter height when same pail is dropped three times in three different position.
- e) Stackable height packed cartons: 1+5 Min.

BPCL shall approve the pails for grease filling based on the design and samples submitted by the tenderers for approval and shall not be responsible for the originality of the design. The vendor shall indemnify the corporation from any legal issues arising from infringement if any of the design right for the pails.

**2) Standard Specifications of Steel Cask /Barrel:**

## Technical Specifications of Steel Barrels

PARTICULARS	20G (1.00mm) GREASE BARRELS
Scope	This specification covers the requirements for Grade B mild steel open top barrels 182 kg.  Nominal capacity with bottom end fixed in the following type of construction covered under BIS specification IS 13997 - 1994.  Barrels made out of 1.00 mm thickness MS, body and end both, with bottom end seam of spiral seamed construction and top full size open lid.
Capacity	Barrels shall have a nominal capacity of 210 Ltr (Overflow Capacity 216 Ltr)

Material	Barrels shall be made from materials meeting BIS specifications IS 513-1994 (latest revision) type "O" quality
Weight	Typical : 18.8 kg: +/- 0.5 kg
Internal Diameter	572+/-2 mm
External Diameter (Over Bead )	598+/-2 mm
Height	875+/-2 mm (External) - as per the BIS specifications

### 3) Specification of BOPP TAPE

Product:	BOPP Self Adhesive Tapes
Film Thickness:	30 Microns
Total Thickness:	50 Microns
Width in mm:	60 (+ / - 1.5 mm)
Colour:	As per approved colours by BPCL
Minimum Peel Strength:	800 gm / 2.5 cm
Minimum Tensile Strength:	9 kg / 2.5 cm
Elongation:	Not less than 100%
Anchorage:	The adhesive mass should not come off from the BOPP film when tested.
Printing:	Full width printing of our logo and name in Hindi & English i.e. 'Bharat Petroleum' in every meter length of BOPP tape as per BPCL Specification. Base colour would be revised periodically.

### 4) Specification of Carton

SR. No.	CHARACTERSTICS	DESCRIPTIONS
1	Material: The colour of 180 gsm outer liner should not vary beyond the light / dark samples to be approved.	5 Ply Corrugated Board Outer liner:180 gsm 28 BF kraft Inner liners/ flutes(4):140 gsm 20 BF
2	Adhesive for Ply	Sodium Silicate not to be Used. Starch gum with dextrin (Borex and caustic soda) base Only should be used.
3	Staples	Should be electroplated galvanized MS wire. Staples should not get rusty
4	Type of flute inside/outside	B:150 – 185 per meter B Type should conform to IS 2771 -1965
5	Flute Height (exclusive of liner)	2.1 mm to 2.9 mm – B Type
6	Direction of flute	Perpendicular to the base (Vertical along The stack)
7	Internal Dimension and weight	As per pack size and specs
8	Bursting strength of each box (std)	12.5 +/-1.0 kg/cm <sup>2</sup> . To be tested as per IS-1060 (Part I) 1977
9	Compression strength- standard	260 - 300 Kgf + -5%

10	Cobb Value outer surface (30 minutes)	140gm/m <sup>2</sup> +/- 5%
11	Moisture content Wt%	5 +/-2
12	Printing	As per approved design and colours.
13	Scoring	To be deeply put such that it does not crack the board, when the flaps are turned through 180 deg.
14	Joints of Boxes	Side of box forming joint shall not lap less than 30 mm and be fastened with staples not more than 50 mm apart in each row. The first and the last staples shall be double and are not to be farther than 25 mm from the beginning and the end of the joint respectively. Staples not to project inside the box. Staples shall be centrally located along this overlap.
15	Flaps	Boxes shall have 4 flaps each at the top and bottom. Both inner and outer flaps when drawn together as closely as possible Shall ensure tight pack.

**Rate of new package : Illustrative Examples**

BPCL introduces 10 Kg pack.

The nearest pack for which the bidder has submitted rate is 5 Kg Pack.

Wt. of 5 KG Pack = 350 gm

Wt. of 10 Kg Pack= 611 gm

Wt. of 10 Kg pack is 74.47% higher than that of 5 Kg Pack.

Hence Rate/MT of 10 Kg pack = 1.7447 times rate quoted for 5 Kg pack/MT of grease.

**Illustrative Example:** 18G Barrel is required.

The nearest pack for which bidder has submitted rate is 20G Barrel.

Wt. of 20G Barrel = 18.8Kg

Wt. of 18G Barrel =20.8 Kg

Wt. of 18G Barrel is 9.62% higher than that of 20G Barrel.

Hence Rate/MT of 18G barrel = 1.962 times rate quoted for 20 G barrel/MT

**Annexure - VIII****Special Terms & Conditions:**

1. **Pilot Plant:** Vendor should have pilot plant facility for development of new grades required by BPCL.
2. During the course of execution of contract, BPCL reserves the right to carry out surprise inspection at any point of time at any of the vendor's premises. BPCL can at their discretion test the samples at vendor's premises or at BPCL's own lab or any of reputed independent Laboratory for testing of greases & compounds.
3. All raw materials including Base oils for manufacturing of Greases & Compounds and packing material are in the scope of the vendor. The first batch made by the supplier will be tested for Full specification tests as provided in the control specifications. (Ref table given in [sr. No. 5](#) below.)
4. Vendors should have the testing equipment required to control their manufacturing process & testing of finished products. Refer Technical qualification criteria, vendor must have QC testing equipment /facilities for mandatory (F1) tests as mentioned below, at their laboratory at the plant site.
5. The details of mandatory F1 tests and other periodic F2 & F3 tests to be conducted at laboratory are given in table below:

<b>Sr. No.</b>	<b>Test</b>	<b>Test Methods</b>	<b>Test Frequency</b>
1	Type of Soap	-	F1
2	Color	Visual	F1
3	Consistency of the grease @25°C 60 Strokes	ASTM D 217	F1
4	Drop Point, °C	ASTM D 566/ D2265	F1
5	Free organic acidity as oleic acid	ASTM D 128	F1
6	Free alkalinity as LiOH	ASTM D 128	F1
7	Base oil KV at 40°C/ 100°C	ASTM D 445	F1
8	Viscosity Index	ASTM D 2270	F1
9	Flash Point, (COC)	ASTM D92	F1
10	Water content	ASTM D 128	F1
11	Consistency of the grease @25°C 1,00,000 Strokes	ASTM D 217	F2
12	Copper strip corrosion	ASTM D 4048	F2
13	Leakage and deposit forming tendencies (WB Test)	ASTM D 1263	F2
14	Resistance to water washout	ASTM D 1264	F2
15	Thermal Stability, 30 hrs @100°C	ASTM D 6184	F2
16	Roll Stability Test	ASTM D1831	F2
17	Oxidation stability (100 hrs)	ASTM D 942	F2
18	Freedom from deleterious particles	ASTM D 1404	F1
19	Corrosion preventive Test	ASTM D 1743	F2
20	IP Dynamic Anti-rust Test	ASTM D 6138	F2
21	Timken OK Load	ASTM D 2509	F3
22	Four ball wear test	ASTM D 2266	F2
23	Four ball weld load	ASTM D 2596	F2
24	Oil Separation During Storage	ASTM D 1742	F2

<b>25</b>	<b>Low temp torque test</b>	<b>D4693 / IP 186</b>	<b>F3</b>
<b>26</b>	<b>Wheal Bearing Life performance Test</b>	<b>ASTM D 3527</b>	<b>F2</b>

Where -

F1: Mandatory Tests to be carried out for every Batch supplied to BPCL.

F2: Tests to be carried out for first batch in each quarter, supplied to BPCL. Whereas, in case of MAK MP Grease -3 & MAK Lanthax EP -2 Grease , additional F2 tests are to be conducted for every 6<sup>th</sup> , 11<sup>th</sup> batch and so on in each quarter.

F3: Tests to be carried out once in six month (April to Sept AND October – March) for Batch supplied to BPCL.

6. In case of non-availability of equipment for testing Timekn OK Load (ASTM D 2509), Low Temp torque test (ASTM D 4693 / IP 239) & Life Performance Test (ASTM C 3527) successful tenderer shall get the finished product tested for these tests, preferably from NABL accredited labs or any other reputed laboratory for testing greases and compounds, where test result are reliable and submit the report as 'Self-Certification' of product supplied to BPCL. Vendor should submit such reports for these tests at defined frequency failing which, BPCL may take actions such as withholding payment, suspend the supplies, risk purchase till such time the same is complied with.
7. Vendor shall submit Test Report (as per above F1, F2, F3 Test as above for each and every batch supplied to BPCL along with the delivery challan and copy of invoice.
8. Competency for Development of New Grades: Vendor should provide the technical support for the development of new products as and when required by BPCL.
9. BPCL may require Sample of Greases and Compounds for development purpose. Vendor shall provide small lots as free sample (5 - 10 kg) to BPCL as and when required without any cost to BPCL.
10. BPCL will provide the artwork to be printed on the containers, drums, pails & corrugated boxes. Successful Tenderer has to show & submit us samples of printed Drum, printed pails /packs/100 gm pouches and corrugated boxes for approval before commencing supply. One set of approved samples of all packaging material shall be retained at supplier's plant and one set of the same shall be sent to the respective plant locations for reference.
11. Vendor has to maintain records of all the tests carried out for all types of greases and packaging material (Drums, PPCP buckets, corrugated boxes, etc.) in separate registers. The same shall be checked and verified by BPCL at the time of our periodic inspections.
12. Minimum tests to be conducted / verified on various packaging materials are mentioned below:
  - 12.1.1. Drums – Specification shall conform to BIS 13997-1994 Grade “B”, Grade of Steel, weight, thickness of paint, & screen printing (visual inspection) etc. shall be tested as per attached specifications.
  - 12.1.2. PPCP buckets – Grade of virgin granules, MFI, dimensions, weight, drop test & Heat Transfer Label (HTL) shall be tested as per attached specifications.
  - 12.1.3. Pouches: Dimensions, thickness, Seal Strength tests, Bursting strength tests.
  - 12.1.4. Cartons – Dimensions, No. of ply, weight, bursting strength, shall be tested as per attached specifications.
13. The supplier has to mention the details of tests results conducted on all packaging material (as per sr.no. 12 above) in the same report as that of product test report and submitted to us against supplies.

14. In addition to the above, vendor shall submit on monthly basis, statement giving details of all packaging material procured by them, QC test conducted for various batches (accepted/ rejected), and reasons for rejection, if any, during that month. This shall be submitted at BPCL respective plant locations.
15. Monthly statement for packaging materials: - Vendor shall submit monthly statement indicating SKU wise total packaging material purchased, consumed during the month and closing stock. This report shall be submitted to respective plant and SCM office during first week of next month for the previous month.
16. Vendor shall insert a Poly Propylene (PP) sheet of size 30” X 30” inside the filled drums / casks before putting the lid so as to protect from ingress of moisture from the top.
17. All loading / unloading charges incurred shall be borne by the vendor.

#### **18. HOLIDAY LISTING:**

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

person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.

- xi. Malpractice: Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
  - xii. Misconduct: “Misconduct” means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines
  - xiii. Nodal Department: “Nodal Department” means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.
  - xiv. Vendor De-listment Committee: “Vendor De-listment Committee” relevant to the procurement department which initiates the holiday listing process would be the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.
- (b) An Agency may be placed in Holiday List for any one or more of the following circumstances for the period mentioned herein:

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

<b>S. No</b>	<b>Reasons for holiday listing</b>	<b>Period of holiday listing</b>
1	Indulged in malpractices resulting in financial loss to the Corporation	15 years
2	Submitted fake, false or forged documents / certificates	3 years
3	Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials /documents /drawings/tools or plants or equipment supplied by BPCL	15 years
4	Has deliberately violated and circumvented the provisions of labour laws/regulations/rules, safety norms, environmental norms or other statutory requirements	3 years
5	Has deliberately indulged in construction and erection of defective works or supply of defective materials, off specs material	3 years
6	Has not cleared BPCLs previous dues if applicable	1 year
7	Has committed breach of contract or has abandoned the contract	3 years
8	Poor performance of the Agency in one or several contracts	1 year
9	Has not honored letter of award/ Contract/ Purchase order after the same is issued by BPCL	1 year
10	Withdraws /revises the bid upwards after becoming the L1 bidder	1 year
11	Has parted with, leaked or provided confidential/ proprietary information of BPCL to any third party without the prior consent of BPCL	15 years

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

<b>S. No</b>	<b>Reasons for holiday listing</b>	<b>Period of holiday listing</b>
1	If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 years



2	Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor	3 years
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iii. In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPCL based on the Ministry's advice

(c) Provision for Appeal

- i. An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- ii. Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;
- iii. On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;
- iv. After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency;
- v. After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :
  - a) Uphold the decision of Competent authority with or without any variation/lesser period of Holiday Listing; OR
  - b) Annul the order of the Competent Authority.
- vi. No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

(d) Effect of Holiday Listing

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

(e) Revocation of suspension order

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

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

**19. ASSIGNMENT / SUB-CONTRACTING:** Vendor shall not sublet the contract or assign any part of the order to any person/firm/company without prior written consent from the Corporation.

**20. PPLC Policy: (Purchase preference under Local Content)**

Purchase preference under Local Content policy (linked with local content) will be applicable as per Circular from MOPNG ref no. FP-20013/2/2017 – FP – PNG dated 17.11.2020 to incentivize the growth in local content in goods and services while implementing oil and gas projects in India.

Local content (LC) means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of total value, in percent.

Bidder shall declare the class of local supplier as below:

Class I local supplier: Local content equal to or more than 50%

Class II local supplier: Local content more than 20% but less than 50%

Non local supplier: Local content less than or equal to 20%

**Margin of Purchase Preference:**

The margin of purchase preference shall be 20%. Where the price quoted by Class I local supplier/service provider is within the margin of the lowest price, other things being equal, purchase preference shall be granted to the bidder concerned, at the lowest valid price bid.

Bidder shall give an undertaking of the policy under which he/she is seeking benefit i.e., MSE Policy or PPLC Policy.

The tender is divisible in nature.

Bidder (Class I & II supplier/service provider) shall submit an undertaking from the authorized signatory of Bidder having the Power of Attorney along with the Bid stating that the Bidder meets the mandatory minimum LC requirement. Power of Attorney to be submitted along with the undertaking. The undertaking submitted by the Bidder (Class I & II supplier/service provider) shall be supported by a certificate from Statutory or Cost Auditor (in case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of other than companies) giving the percentage of local content. The above undertakings shall have to be TPIA verified.

The formats of undertakings are provided in **Annexure XI – FORM-E, FORM-F (1) to F (5)**.

BPCL reserves the right to seek any other documents (like break up of value and percentage of the local content etc.) from bidder to establish/verify his claim of local content during the Tender Evaluation process.

**Documents required (after award of job):**

The local content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

BPCL shall have the authority to audit as well as witness the Production processes to certify the achievement of the requisite local content.

BPCL shall impose sanction on bidder for not fulfilling LC in accordance with the value mentioned in certificate of LC.

The sanctions may be in the form of written warning, financial penalty and blacklisting.

Note: PPLC Policy is attached as **Annexure XIII**.

**20. COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA Guidelines on Compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July’2020.**

(I) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Internal Trade (DPIIT) of Govt. of India.

(II) “Bidder” (Including the term ‘Tenderer’, ‘Consultant’ or ‘Service Provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

(III) “Bidder from a country which shares a land border with India” means:

- a) An entity incorporated, established or registered in such country; or
- b) A subsidiary of an entity incorporated, established or registered in such country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(IV) “Beneficial owner” for the purpose of para (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. “Controlling ownership interest “means ownership of an entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. “Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or through one or more juridical

person(s), has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(V) An “Agent” is a person employed to do any act for another, or to represent another in dealings with third person.

(VI) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The format for Undertaking by the Bidder, is provided as **FORM – H, Annexure XI.**

The above Special Terms & Conditions, supersede the similar terms & conditions if mentioned elsewhere in the tender document other than mentioned in Product specification and packaging specification.

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**Annexure – IX**

**General Purchase Conditions**

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

**I N D E X**

1. DEFINITIONS
2. REFERENCE FOR DOCUMENTATION
3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
4. LANGUAGE OF BID
5. PRICE
6. TAXES AND DUTIES
7. INSPECTION
8. SHIPPING
9. INDIAN AGENT COMMISSION
10. ORDER AWARD / EVALUATION CRITERIA
11. CONFIRMATION OF ORDER
12. PAYMENT TERMS
13. GUARANTEE/WARRANTY
14. PERFORMANCE BANK GUARANTEE
15. PACKING & MARKING
16. DELIVERY
17. UNLOADING AND STACKING
18. TRANSIT INSURANCE
19. VALIDITY OF OFFER
20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE
21. RISK PURCHASE CLAUSE
22. FORCE MAJEURE CLAUSE
23. ARBITRATION CLAUSE
24. INTEGRITY PACT (IP)
25. RECOVERY OF SUMS DUE
26. CONFIDENTIALITY OF TECHNICAL INFORMATION
27. PATENTS & ROYALTIES
28. LIABILITY CLAUSE
29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT
30. COMPLIANCE OF REGULATIONS
31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT
32. NON-WAIVER
33. NEW & UNUSED MATERIAL
34. PURCHASE PREFERENCE CLAUSE
35. CANCELLATION
36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION
37. ASSIGNMENT
38. GOVERNING LAW
39. AMENDMENT
40. NOTICES
41. POLICY ON HOLIDAY LISTING
42. ORDER OF PRECEDENCE FOR PURCHASES
43. TERMINATION FOR CONVENIENCE
44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS

## **GENERAL PURCHASE CONDITIONS**

### **1. DEFINITIONS:**

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

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

### **2. REFERENCE FOR DOCUMENTATION:**

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

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

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

### **4. LANGUAGE:**

The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only. In case any of the supporting documents (either technical or financial) are not in English language, then the English translation copy of the

same shall also be furnished duly certified, stamped and signed by local Chamber of Commerce of bidder's country or Indian embassy in bidder's country or their embassy in India

**5. PRICE:**

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

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

**6. TAXES AND DUTIES:**

All vendors shall have GST registration in the concerned State as applicable and vendor shall quote their GSTIN number in the quotation wherever required.

**6.1 GST:**

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

6.1.2. In case GST is not applicable at present: In case GST gets levied due to change in turnover of Vendor/Supplier, shall be borne by the vendor/supplier. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 6.1.1. In case of change in stand of vendor/supplier about applicable rate of GST towards higher side, the same will not be payable.

6.1.3. Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST / Cess should be quoted separately wherever applicable.

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

The vendor shall take steps viz. mention relevant GSTIN of BPCL in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws. Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER."

**6.2 FREIGHT:**



- 6.2.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.

- 6.3. NEW STATUTORY LEVIES:** All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.
- 6.4 VARIATION IN TAXES/ DUTIES:** Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.
- 6.5 INCOME TAX (WITHHOLDING TAX):** In the case of availment of services from Non Resident Vendors who are claiming benefits offered under the Double Taxation Avoidance Agreements signed by India with the Government of the other country (i.e. the country of the Vendor), such Non Resident Vendors are required to provide the Tax Residency Certificates at the time of submission of Bid documents. The Tax Residency Certificates shall contain the following details:
- a) Name of Vendor (assessee);
  - b) Status (Individual, Company, firm etc.) of assessee;
  - c) Nationality (in case of individual);
  - d) Country or specified territory of incorporation or registration (in case of others);
  - e) Assessee 's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
  - f) Residential status for the purpose of tax;
  - g) Period for which the certificate is applicable; and
  - h) Address of the applicant for the period for which the certificate is applicable.

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

## **7. INSPECTION:**

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ or as specified in the Special Purchase Conditions. Materials shall be inspected as per scope of inspection by TPIAs which are registered under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website as on the date of Inspection of Goods. The link is as below: [http://nabcb.qci.org.in/accreditation/reg\\_bod\\_inspection\\_bodies.php](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php)
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/ scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/ inspections, BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its

responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the

requirements of the Contract. The Vendor's responsibility shall also not be anyway reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

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

## **8. SHIPPING:**

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

The bills of lading should be made out in favour of 'Bharat Petroleum Corporation Limited or order'.

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

**SHIPPING DOCUMENTS:** All documents viz. Bill of Lading, invoices, packing list, freight memos, country of origin certificates, test certificate, drawings and catalogues should be in English language.

In addition of the bill of lading which should be obtained in three stamped original plus as many copies as required, invoices, packing list, freight memos, (if the freight particulars are not shown in the bills of lading), country of origin certificate, test/ composition certificate, shall be made out against each shipment in as many number of copies as shown below.

The bill of lading, invoice and packing list specifically shall show uniformly the mark and numbers, contents case wise, country of origin, consignees name, port of destination and all other particulars as indicated under clause 2. The invoice shall show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars actual contents in each case, net and gross weights and dimensions, and the total number of packages. All documents should be duly signed by the Vendor's authorised representatives.

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

The bill of lading shall indicate the following:

Shipper: Vendor's Name

Consignee: Bharat Petroleum Corporation Limited

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

- 8.2 AIRSHIPMENT:** In case of Airshipment, the materials shall be shipped through freight consolidator (approved by us). The airway bill shall be made out in favour of BHARAT PETROLEUM CORPORATION LIMITED.

TRANSMISSION OF SHIPPING DOCUMENTS for both modes of shipment viz. Sea and/or Air: Foreign

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

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

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

for inspection charges whenever applicable.

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

- 10. ORDER AWARD/ EVALUATION CRITERIA:**  
Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, GST, Freight, Inspection Charges, Supervision of Installation & Commissioning and other taxes & levies, loading etc., if any, reduced by Input tax Credits as applicable.

- 11. CONFIRMATION OF ORDER:**

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

**12. PAYMENT TERMS:**

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

**13. GUARANTEE/ WARRANTY:**

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

**14. PERFORMANCE BANK GUARANTEES:**

- 14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase



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

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

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

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

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

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

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

- 14.3 Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:

Vendors shall insist their Bank on issuance of SFMS Bank Guarantee for faster payments. Vendors shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to BPCL.

**Name of Bank: State Bank of India**

**Branch :CAG Branch, Mumbai**

**Account No: 11083980831**

**IFSC Code: SBIN0009995**

SFMS BG will help in faster verification of BGs and prompt release of payments to vendors.

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

### **15.1 PACKING:**

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

In the case of imports, all equipments/ materials shall be suitably packed in weather proof, seaworthy/airworthy packing for ocean/air transport under tropical conditions and for rail or road

or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservice upto the final point of destination.

Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15") for material originating from the contracting

countries to the International Plant Protection Convention or the members of Food & Agriculture Organization. Material from non-contracting parties would have to be accompanied by a phytosanitary certificate of the treatment endorsed. The Custom Officer at Indian Port shall not release the material without appropriate compliance of the above provisions w.e.f. 01.11.2004.

- 15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.
- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.
- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.
- 15.1.8 All delicate surfaces on equipment/ materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.
- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.

15.1.12 Wherever required, equipment/ materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.

15.1.13 Pipes shall be packed as under:

- (a) Upto 50mm NB in wooden cases/ crates.
- (b) Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
- (c) Above 100mm NB in loose.

15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.

15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing. In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.

15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.

15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.

All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" both in English/ Hindi Languages.

In the case of imports, a distinct colour splash in say red black around each package crate/ bundle shall be given for identification.

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

**15.2. MARKING:** The following details to be written on the side face of packing:

- a) Purchase Order Number
- b) Consignee Name & Address
- c) Vendor Name
- d) Batch no with manufacturing date
- e) Procedure (in brief) for handling
- f) Date of dispatch etc.
- g) Expiry Date, if applicable

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

**BHARAT PETROLEUM CORPORATION LIMITED**

(With detailed address as given in Special Purchase

Conditions) From :

To : Bharat Petroleum Corporation Limited

(With detailed address as given in Special Purchase Conditions)

Order No.:	Rev. No.:
Item	:
Equipment Nomenclature	:
Net weight	: Kgs.
Gross weight	: Kgs.
Case No.	: of Total cases:
Dimensions	:
Import License No.	:

**NOTE:**

Marking shall be bold - minimum letter height 5 cm. For every order and every shipment, packages must be marked with serial progressive numbering.

Top heavy containers shall be so marked either Top Heavy or Heavy Ends.

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

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

**16. DELIVERY:**

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

**17. UNLOADING AND STACKING:**

Unloading and stacking will be arranged by BPCL. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action.

**18. TRANSIT INSURANCE:**



Unless otherwise mentioned,

- 18.1. Transit Insurance shall be covered by BPCL against its Mega Package Policy only where risk/reward has been transferred to BPCL.
- 18.2 In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading/airway bill are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.3. The Vendor shall send BPCL information of the proposed consignment well in advance by fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.4. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of e-mail to Bharat Petroleum Corporation Limited, (with detailed address as given in Special Purchase Conditions and/or purchase order) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

**19 VALIDITY OF OFFER:**

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

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

- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:
  - 20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R destination contract.

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

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

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by

vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis/ FCA (Free on Carrier) basis.

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

**21. RISK PURCHASE CLAUSE:**

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

**22. FORCE MAJEURE**

**Circumstances leading to force majeure**

(a) Act of terrorism;

(b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

**• Notification of Force Majeure**

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

**• Right of either party to terminate**

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

• **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

**23. ARBITRATION CLAUSE:**

Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at \_\_\_\_ (Region/HQ from where the tender has been floated)
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between the Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments\*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no.4(1)/2013-DPE(GM)/FTS-1835 dated 22- 05-2018.

(\* The exclusion would also include disputes concerning GST, State level Sales Tax / VAT etc; though not mentioned explicitly)

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

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

**25. RECOVERY OF SUMS DUE:**

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

**26. CONFIDENTIALITY OF TECHNICAL INFORMATION:**

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

**27. PATENTS & ROYALTIES:**

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

**28. LIABILITY CLAUSE:**

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

**29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT :**

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

(a) In the event of breach of any Applicable Law;

- (b) In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property;  
or
- (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

**30. COMPLIANCE OF REGULATIONS:**

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

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

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

**32. NON-WAIVER:**

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

**33. NEW & UNUSED MATERIAL:**

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



**34. PURCHASE PREFERENCE CLAUSE:**

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

Owner reserves its right to allow Micro and Small Enterprises (MSEs), MSEs owned by Women Entrepreneurs and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE, a MSE owned by women entrepreneurs and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L-1 Vendor at the time of evaluation of the price bid.

Bidders claiming purchase preference as MSE need to submit the following documents:

- Self-attested copy of all the pages of the EM-II certificate/Udyog Adhar Memorandum issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012 and
- Vendor's declaration/affidavit in their organization/Company letter head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.

**35. CANCELLATION:**

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

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

35.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

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

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian

markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of

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

**37. ASSIGNMENT:**

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

**38. GOVERNING LAW:**

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

**39. AMENDMENT:**

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

**40. NOTICES:**

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

**41. POLICY ON HOLIDAY LISTING:**

The guidelines and procedures for Holiday Listing are available separately in BPCL website and shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders. It can be accessed using the following link: <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf> .

**42. ORDER OF PRECEDENCE FOR PURCHASES :**

1. Purchase Order
2. Detailed letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Purchase Conditions (SPC)
7. Technical Specifications
8. Instructions to Bidders
9. General Purchase Conditions (GPC)
10. Other Documents

Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

**43. TERMINATION FOR CONVENIENCE:**

The purchaser may, by written notice of 14 days sent to the seller, cancel the contract, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the

purchaser's convenience, the extent to which performance of work under the contract is cancelled and the date upon which such cancellation becomes effective.

The goods that are complete and ready for shipment within 30 days after the seller's receipt of notice of cancellation shall be purchased by the purchaser at contract terms and prices. For the remaining goods, the purchaser may opt :-

a. To have any portion completed and delivered at the contract terms and prices

and / or

b. To cancel the remainder and pay to the seller an agreed amount for partially completed goods and materials and parts previously procured by the seller.

**44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS:**

a. Bidders to note that under Building and other Construction Workers Welfare Act (Re&CS) Act 1996, Cess is applicable to contracts executed outside Factory Area (e.g. construction of new industrial installation, office & residential buildings etc.) as per the provisions applicable under 'The Building and Other Construction Workers Welfare Cess Act 1996'.

b. The contractor must be registered with the concerned authorities under the Building and other Construction Workers" (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.

c. The contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers" (RE&CS) Act, 1996, the Building and other Construction Workers" Welfare Cess Act, 1996, the Building and other Construction Workers" (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.

d. Cess, as per the prevailing rate (presently 1%), shall be deducted at source from bills of the contactors by the Engineer-in-Charge and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State.

e. The contactor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

**BPCL**

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**VENDOR**

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

**Annexure – X**  
**INTEGRITY PACT**

**Between**

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

**And**

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

**Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for **SUPPLY OF VARIOUS TYPES OF GREASES & COMPOUNDS TO BPCL LOCATIONS AT MUMBAI, CHENNAI, KOLKATA and LONI (Ghaziabad, U.P)**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

**Section 1 - Commitments of the Principal**

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



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

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

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

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

- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section 4 - Compensation for Damages**

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

#### **Section 5 - Previous Transgression**

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

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

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

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

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

## **Section 8 - Independent External Monitors**

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

**Section 9 - Pact Duration**

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

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

**Section 10 - Other provisions**

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

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For the Principal

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For the Bidder/Contractor/  
Supplier

Place: Mumbai

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

Date 28.01.2021

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

**ANNEXURE –XI (FORMS and DECLARATIONS)**

**FORM -A**

(To be submitted on Letter Head of a Bidder)

*Certificate*

I certify that –

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

I also certify that M/s. \_\_\_\_\_  
*[Name of the firm with which contract is being entered into]*

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

Name of Signing Authority.

Signature

Place:

Date:

Seal

**FORM -B**

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

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

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

AND the Bank hereby agrees with the Company that

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

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

(ii) This Guarantee/ Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or

to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

- (iii) This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- (iv) The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- (v) The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION NAME

OF THE BANK NOTES:

**FORM - C**

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

**CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT  
POLICY**

Ref:

Tender No..... for.....

This is to confirm that we have verified the investment limits and other details of Unit \_\_\_\_\_ pertaining to M/s \_\_\_\_\_ and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars issued from time to time in this regard. Accordingly, M/s \_\_\_\_\_ is a Micro/Small enterprise under the said Act and are eligible to claim the benefits of public procurement policy for the tender mentioned above.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the act.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the Act.

**(Membership No. of CA along with certification / stamp)**



**FORM - D**

**DECLARATION FOR BID SECURITY/EARNEST MONEY DEPOSIT(EMD)**

To,

M/s. Bharat Petroleum Corporation limited,

\_\_\_\_\_

SUB:

TENDER NO.:

Dear Sir,

After examining/ reviewing provisions of above referred tender document (including all corrigendum/ Addenda), we M/s. \_\_\_\_\_ (Name of Bidder) have submitted our offer/ bid no. ....

We, M/s. \_\_\_\_\_ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per polices of Bharat Petroleum Corporation Limited in this regards), if we are in breach of our obligation(s) as per following:

- (a) Have withdrawn/modified/amended, impair or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid: or
- (b) Having been notified of the acceptance of our Bid by the M/s.Bharat Petroleum Corporation limited during the period of bid Validity:
  - i. Fail or refuse to execute the Contract, if required, or
  - ii. Fail or refuse to furnish the Contract performance Security, in accordance provisions of tender document.
  - iii. Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) Have indulged in corrupt/fraudulent/ collusive/coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**FORM - E**

**UNDERTAKING FOR APPLICABILITY OF PP-LC POLICY**

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

SUB:

TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby confirm that following purchase preference to be considered:-

Description	Preference
Purchase Preference (linked with local content) or	<input type="checkbox"/>
Purchase Preference under Public Procurement Policy for MSE	<input type="checkbox"/>

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as under MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidders.
- (v) The option once exercised cannot be modified subsequently.

Place:

[Signature of Authorized Signatory of Bidder having power of Attorney]

Date:

Name:

Designation:

Seal:

**FORM – F (1)**

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC**  
**(IN CASE SEEKING BENEFIT OF PP-LC)**

(Self - Declaration)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

\_\_\_\_\_

SUB:

TENDER NO:

Dear Sir

We, M/s\_\_\_\_\_ (*Name of Bidder*) have submitted bid no.....  
against aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of..... % specified in tender document.

We further confirm that in case we fail to meet the minimum local content, BPCL will take action as per provisions of tender document/PPLC Policy.

Place:

[Signature of Authorized Signatory of Bidder having  
power of Attorney]

Date:

Name:

Designation:

Seal:

**FORM – F (2)**

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC  
(IN CASE SEEKING BENEFIT OF PP-LC)**

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

\_\_\_\_\_

SUB:

TENDER NO:

Dear Sir

We, M/s\_\_\_\_\_ (*Name of Bidder*) have submitted bid no.....  
against aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of..... % specified in tender document. The certificate from Statutory Auditor/Chartered Accountant/Cost Accountant in this regard has been submitted in technical bid.

We further confirm that in case we fail to meet the minimum local content, BPCL will take action as per provision of tender document/ PPLC Policy.

Place:

[Signature of Authorized Signatory of Bidder having  
power of Attorney]

Date:

Name:

Designation:

Seal:

**FORM – F (3)**

**CERTIFICATE BY CHARTERED ACCOUNTANT OF BIDDER TOWARDS  
MANDATORY MINIMUM LC  
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

M/s BHARAT PETROLEUM CORP. Ltd.

\_\_\_\_\_

SUB:

TENDER NO:

Dear Sir

We,..... (Name of the issuing CA Firm) have verified relevant records of M/s .....(Name of the bidder) and certify that M/s .....(Name of the bidder) meet the mandatory minimum Local content requirement of .....% specified in tender document no.....

Name of CA Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

UDIN no.

**FORM – F (4)**

**BY STATUTORY AUDITORS OF BIDDER TOWARDS  
MANDATORY MINIMUM LC  
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

M/s BHARAT PETROLEUM CORPORATION LTD.

\_\_\_\_\_

SUB:

TENDER NO:

Dear Sir

We,..... (Name of the Statutory Auditor) have verified relevant records of M/s .....(Name of the bidder) and certify that M/s .....(Name of the bidder) meet the mandatory minimum Local content requirement of .....% specified in tender document no.....

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

UDIN no.

**FORM – F (5)**

**CALCULATION OF LOCAL CONTENT-GOODS**

Name of Manufacturer	Calculation by manufacturer Cost per one unit of product			
Cost component	Cost (Domestic component) a	Cost (imported component) b	Cost Total Rs/US\$ c= a+b	%Domestic Component d= a/c
I. Direct material cost				
II. Direct labour cost				
III. Factory overhead				
IV. Total production cost				

**Note:**

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total Cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IV.a)}}{\text{Total cost (IV.c)}} \times 100$$

**FORM-H**

**FORMAT for Undertaking with respect to Compliance of Restrictions for Countries which share land border with India – as stipulated by Govt. of India.**

*(On Company Letter Head, to be signed by the duly authorized person)*

**Date:** \_\_\_\_\_

TENDER NO. : .....

TITLE OF TENDER :

.....

To,  
Bharat Petroleum Corporation Ltd  
CPO-M, A-Installation  
Sewri Fort Road, Sewri East  
Mumbai-400015

Dear Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020,

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that I/We am/are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

**[Where applicable, evidence of a valid registration by the Competent Authority shall be attached]**

**(Signature and Stamp of the Bidder)**

**Bidder Name:**

**Address:**

#####



Annexure XII

SAMPLE PRICE BID FORMAT FOR Chennai (LOT-3)

**DO NOT QUOTE HERE**

**BPC/SCM/GREASES/2020-21 CRFQ No. XXXXXXXXX (Price Bid)-**

**Format**

**Note for filling price bid:-**

1. Please quote your Basic cost, HSN Code and GST (in %) for each grade and only for either one location or multiple locations for which bid being offered.

2. Basic cost should include all raw material cost including Base oils, additives like LiOH, CCO derivatives (HCO /12 HAS), Bitumen & other raw materials, processing cost, filling cost and freight.

3. For MAK CANE CRUSHING OIL 40, 80 & 120 and MAK CCO NB 40 - Basic cost to be quoted in Rs/KL basis.

**LOT 3 Chennai**

**PAR  
T - A**

S.No	Name of Material	Item /Grade WiseTender Quantity for Two Years (in MT)	UOM	Basic cost in Rs / MT of Grease or Compounds incl. filling cost and freight.	Goods & Service Tax % (Total of CGST, IGST, SGST as applicable )	Total
1	MAK MULTIPLEX L2	20.02	MT			
2	MAK UNIVEX A	40.04	MT			
3	MAK UNIVEX CD	29.12	MT			
4	MAK MP GREASE 3	1751.20	MT			
5	MAK WB GREASE SPECIAL	67.52	MT			
6	MAK HITEMP XTRA SM GREASE	29.12	MT			
7	MAK MP 3 PLUS GREASE	40.04	MT			
8	MAK ROLLING MILL WR GREASE	40.04	MT			
9	MAK CAMEX COMPOUND D	70.00	MT			
10	MAK CAMEX COMPOUND F	30.00	MT			
11	MAK CAMEX COMPOUND G	80.00	MT			
12	MAK GARONEX R	60.06	MT			

	250					
13	MAK RR 3 GREASE	109.20	MT			
14	MAK HITEMP XTRA GREASE	50.05	MT			
15	MAK LANTHAX EP2	840.40	MT			
16	MAK MP GREASE 2	80.08	MT			
17	MAK CANE CRUSHING OIL 40	42.00	KL			
18	MAK CANE CRUSHING OIL 80	31.50	KL			
19	MAK CANE CRUSHING OIL 120	31.50	KL			
	<b>TOTAL</b>	<b>3441.89</b>				

<b>PAR T-B</b>		<b>Bidder to quote Package cost for each pack size. This includes entire cost of package i.e. cost of empty pack with lead or Tab seals, carton cost, BOPP Tape cost, etc.</b>					
<b>S.No</b>	<b>Pacakge Unit Size</b>	<b>Estimated MT - pack-wise Qty. for Two years</b>	<b>Estimate d no. of packs</b>	<b>UOM</b>	<b>Package Cost in Rs /MT of Greases &amp; Compound s</b>	<b>Goods &amp; Service Tax % (Total of CGST, IGST, SGST as applicable)</b>	<b>Total</b>
1	Barrel (210 lt)	105.00	500	per KL of Oil			
2	Cask (182 kg)	2,619.89	14,395	per MT of grease			
3	Barrel (200 kg)	180.00	900	per MT of grease			
4	18 Kg	239.40	13,300	per MT of grease			
5	5 Kg	30.00	6,000	per MT of grease			
6	3 Kg	38.40	12,800	per MT of grease			
7	2 Kg	30.00	15,000	per MT of grease			
8	1 Kg	99.60	99,600	per MT of grease			
9	500 Gms	99.60	199,200	per MT of grease			
	<b>TOTAL</b>	<b>3,441.89</b>					
					<b>Total Estimated Cost for Chennai</b>		<b>Part A + Part B</b>

**Note: For MAK CANE CRUSHING OILS and MAK CCO NB 40 oils- The rate quoted for package cost & Delivery cost in Rs/MT will be taken same as Rs/KL rate for evaluation of price bids.**

## **Illustrative Examples of arriving at Packaging Cost PER MT.**

### **Example-1: Working of Packaging cost for 1 Kg Case in Rs/MT of Greases**

Details	No. per MT of Greases	Cost per Unit in Rs.	Cost in Rs per MT
<b>Unit Size- 1 Kg Case (1Kg X 12)</b>	83.33		
Container	1,000	<b>9.0</b>	9,000
Carton (Round Off)	84	<b>25.0</b>	2,100
<b>Total cost Rs per MT of Grease</b>			<b>11,100</b>

### **Example-2: Working of Packaging cost for 100 gm Case in Rs/MT of Greases**

Details	No. per MT of Greases	Cost per Unit in Rs.	Cost in Rs per MT
<b>Unit Size- 100 gm Case (100 gm X 96)</b>	104.17		
Container	10,000	2.0	20,000
Carton (Round off)	104	25.0	2,625
<b>Total cost Rs per MT of Grease</b>			<b>22,625</b>

### **Example-3: Working of Packaging cost for 182 Kg Case in Rs/MT of Greases**

Details	No. per MT of Greases	Cost per Unit in Rs.	Cost in Rs per MT
<b>Unit Size- 182 Kg Cask</b>	5.49		
Container	5	1,100.0	5,500
Carton	-	-	-
<b>Total cost Rs per MT of Grease</b>			<b>5,500</b>

**Note-** It may be noted that the above three examples are for illustration purpose only.