

## NOTICE INVITING E-TENDER

### BHARAT PETROLEUM CORPORATION LIMITED

WADILUBE PLANT  
MALLET ROAD, WADIBUNDER  
MUMBAI – 400 009, TEL NO. 022-23775858



Tender no	WL/REP/2021-23
Subject	E- Tender for tender for Repacking of MAK Lubricants in HDPE containers for our plant at Wadibunder, Mumbai
Pre-bid meet for tender condition clarification and e-bidding process will be conducted at BPCL Wadilube Plant at Wadibunder, Mumbai on	<b>12.08.2021 at 1430 hrs</b>
Due date & time of submission of tender	<b>25.08.2021 at 1400 hrs</b>
Date & time of opening of technical bid	<b>25.08.2021 at 1500 hrs</b> at Wadilube Lube Plant, Bharat Petroleum Corporation Ltd, Malet road, Wadibunder, MUMBAI 400009
Contract period	One year with an option for extension by one more year at sole discretion of BPCL at same terms and conditions
Earnest Money Deposit	Bidders to submit the declaration as per format provided in tender

To  
M/s.....

Dear Sirs,

Invitation of tender for Repacking of MAK Lubricants in HDPE containers for the period of one year for our plant at Wadibunder, Mumbai extendable to one more year at sole discretion of BPCL

**TENDER NO. CRFQ 1000373242 Dated 04.08.2021**

We, Bharat Petroleum Corporation Limited are a fortune 500 company engaged in manufacturing and distributing oil products at India and abroad. We manufacture and distribute MAK brand of Lubricants and enjoy sizable market share in India.

As a part of our strategic operations we also carry out repacking of some of our grades of lubricants from qualified and reputed parties who are experienced and have requisite facilities to satisfy our stringent quality standards and agile supply chain.

Wadilube Installation is the largest blending plant of BPCL. We are pleased to invite tender for Repacking of MAK Lubricants in **HDPE containers** from vendors in and around Mumbai for the period of one year from the date of issue of Letter of Intent (LOI) extendable by one more year if required at sole discretion of BPCL under same terms and conditions.

Vendors would be selected on L1 & L2 (lowest over all cash outflow for entire order) basis. Commercial bids of only those parties will be opened and considered who meet the technical requirements of tender. Decision of BPCL in this regard would remain final and binding

Requirement for repacking of HDPE containers of capacity 175 ml to 1.2 ltr. The estimated requirement is as follows:

Segments	Estimated Vol for 1 year in cases	Estimated Vol for 2 year in cases	No of container in each case	Estimated Vol for 2 year in no of Containers (rounding off to 1000)
175 ml	1519	3038	40	122000
250 ml	5170	10340	48	497000
350 ml	1267	2534	20	51000
500 ml	88181	176362	24	4233000
900ml/1000 ml/1200 ml	13986	27972	12/12/10	336000

Class/Family of lubricants for HDPE repacking

1. 2 stroke dyed engine oil
2. Dyed engine oil
3. Non dyed engine oil
4. Gear oil
5. Hydraulic oil

The requirements given above are estimates and must be considered as indicative figures only and it is not binding on us in any way (the requirement will be need based only). Actual requirement will be indicated to you from time to time through Purchase Orders after the award of contract. Even one or more pack size may not be repacked at all in the tenure of operations. Also please note that we may

change the design and configuration of the packs if required as per market requirements. The tenderer should have total flexibility for filling the package. We do not guarantee any minimum volume of business.

Implementation **QR code based track and trace system** to be implemented in production. For that necessary arrangement to be carried out by successful bidders.

The attached tender document consists of the following:

**PART A: Technical bid**

- i. Requirement for technical acceptance
- ii. General Terms and Conditions
- iii. Quality control check list
- iv. List of testing equipment/ facilities required for QC checks
- v. Bank Guarantee format for Security Deposit
- vi. Arbitration Clause
- vii. Termination Clause
- viii. Force Majeure Clause
- ix. Penalty Clause for delayed delivery
- x. Sub-leasing and Cenvat Clause
- xi. Risk purchase clause
- xii. Declaration by the tenderer
- xiii. Integrity pact
- xiv. Price bid ( Format for quoting) ( party to submit blank format in technical part but duly signed as a token of their acceptance to the format)
- xv. Deviation sheet if any( In case of no deviation this page to be crossed)
- xvi. Draft format for Declaration and Undertakings
- xvii. Draft Copy of Agreement
- xviii. Format for Third Party Inspection (TPI) certificate
- xix. Letter of undertaking for IBC
- xx. **General Conditions of Contract (GCC) enclosed as separate PDF document (please note that if any term/clause in the tender document and in the GCC is contradictory, the clause that would be most suited to BPCL would stand and the other clause would be overruled)**

**PART B: Price bid (Online)**

Price bid

This tender is to be submitted in two bid system. The tenderer should duly sign/stamp the tender document along with all annexure as token of acceptance of all tender terms and conditions and upload the same in the website <https://bpclproc.in> or submit the hard copy at the address mentioned below. It is the sole responsibility of the tenderer to arrange for digital signature certificate and digital encryption certificate (Class 2B and above) for quoting online.

The tenderer has to download the entire tender document. The tenderer should carefully go through PART `A` and reply to questionnaire given therein. Tenderer should also submit the entire Technical part( Part A) along with the EMD declaration as per format provided in the tender .

The parties can submit their bids online and physical documents till 1400 hrs on 25.08.2021. Tender will be opened online on 25/08/2021 at 15:00 Hrs on website <https://bpclproc.in> and cross checked with the documents submitted by the party in physical form. The tenderer should duly sign/stamp

every page of PART `A' as token of acceptance of all tender terms and conditions. All tenders are requested to be present on 25/08/2021 at 15:00 Hrs at the below address:

**Plant Manager ,  
Wadilube Installation ,  
Malet Road ,Wadilubunder ,  
Mumbai -400009**

Please note that non-submission of the documents within the schedule date or non-submission of EMD declaration will result in disqualification of the party and the price bid of such party will not be opened. BPCL reserves the right to seek clarification from the parties with regards to the documents submitted as part of technical qualification requirement. **The party also has to participate in the online bidding.**

The parties must put their price bid online. Prices/rates should not be mentioned in any of the technical document that has to be submitted.

The tenders received after due date and time will be rejected.

Thanking you,

Yours truly,  
For BHARAT PETROLEUM CORPN. LTD.

S/d  
Plant Manager, Wadilube Installation

## **PART A: TECHNICAL BID (I)**

### **Requirement for technical acceptance.**

Vendors are required to be technically qualified for opening the price bid. The requisite papers to be submitted by vendors are as below:

1. Balance sheet and Profit & loss account duly signed by auditors for last three financial years (2017-18, 2018-19, 2019-20) along with ITR documents. For a new vendor, bank solvency of Rs 50 lakhs issued by a scheduled bank should be submitted in original issued not before January 2021
2. Filled up Questionnaire as below along with documentary proof as per Bid Qualification Criteria and Third party Inspection report

**QUESTIONNAIRE/BID QUALIFICATION CRITERIA**

Bidder should meet the requirement as given under Table I below.

**Table I (Category I for HDPE containers)**

**PART A: TECHNICAL BID (II)**

<b>BID QUALIFICATION CRITERIA FOR HDPE REPACKING</b>				
<b>Sr. No</b>	<b>Check list</b>	<b>To be filled by bidder</b>	<b>Requirement</b>	<b>TPI Mandatory</b>
1	<b>Name of the vendor</b>		Please mention	Yes
2	<b>Type of firm (Whether Sole proprietary /partnership /Private Limited or Public Limited Co.</b>		Please mention	Yes
3	<b>Address of registered office</b>		Please mention	Yes
4	<b>Address of factory from where the operation is intended to be done (should be only one place)</b>		Please mention	Yes
5	<b>Contact person/ telephone number</b>		Please mention	Yes
6	<b>Is the factory under own possession or leasehold</b>		Please mention	Yes
6a	<b>If leasehold, details of the same</b>		Copy of lease agreement and latest rent receipt (lease to be valid for the entire contract period) .	Yes
7	<b>E mail address</b>		Please mention the email address which will be used for all official correspondences	Yes
8	<b>Name &amp; Address of the Proprietors/Partners/ Directors</b>		Copy of partnership deed duly registered as applicable to be submitted. Third party Inspection report (TPI) as per format to be submitted	Yes
9	<b>Please enclose the approved copy of the factory / unit layout plan</b>		Approval from factory Inspector as applicable is required. Third party Inspection report (TPI) as per format to be submitted	Yes
10	<b>Year of Establishment</b>		Copy of registration / First PO received	Yes
11	<b>Whether small scale/MSME Industry</b>		If yes, relevant registration paper required	Yes
12	<b>Skilled manpower available with Party</b>		Vendor should have minimum one experienced supervisor one technician who can take care of all QC requirements. Provide list with designation and experience.	Yes
13a)	<b>Total filling capacity (in KL) per month basis?</b>		Vendor has to submit calculation sheet for total capacity	Yes

13b)	<b>Capacity available for BPCL</b>		Min 164 KL/ month capacity should be available for BPCL. Third party Inspection report (TPI) as per format to be submitted	Yes
14	<b>IN HOUSE FACILITIES</b>			
14a	<b>Storage tank for finished bulk</b>		Minimum 3 tanks with total capacity equal to or more than 60kl with each tank of capacity 12kl or more dedicated for BPCL Third party Inspection report (TPI) as per format to be submitted	Yes
14b	<b>Also, specify the no. of IBC available / confirmation for procurement, dedicated to BPCL applicable</b>		Minimum 4KL IBC required or declaration as per format	Yes
14c	<b>QC Lab.</b>		Pl. mention list of equipments (Minimum list of equipments as per PartA: Technical Bid (IV)).Third party Inspection report (TPI) as per format to be submitted	Yes
14d	<b>Accuracy of filling machine</b>		Maximum 0.5% of product volume to be filled in each container. Third party Inspection report (TPI) as per format to be submitted	Yes
15	<b>Space Requirement</b>		Third party Inspection report (TPI) as per format to be submitted	Yes
15a	<b>Warehouse for Packaging Material</b>		Min 100 Sq. Mtr. Area dedicated for this tender,	Yes
15b	<b>Warehouse for Finished Products</b>		Min 200 Sq. Mtr. Area dedicated for this tender,	Yes
15c	<b>Space for machines/ workforce and equipment movement - covered area</b>		Min 300 Sq. Mtr.	Yes
15d	<b>Unloading / loading area</b>		Min 200 Sq. Mtr	Yes
16	<b>Inkjet Printing arrangement for machines</b>		Minimum one printer per filling line in working condition required.	Yes
17	<b>Induction Sealing Arrangement for Machines</b>		Minimum one printer per filling line in working condition required.	Yes
18	<b>Label applicator</b>		Minimum one number double sided label applicator for pasting of PP based labels of 60microns size with attachments to ensure proper pasting of labels including rollers and release plates	Yes
19	<b>Carton Coding M/c</b>		Minimum 1 set of carton coders( with 2 heads front and back)	Yes
20	<b>Please specify the statutory Licenses/certifications applicable along with stamping certificate for all equipment and tanks obtained for your unit (copies to be enclosed)</b>		Copies to be submitted.Third party Inspection report (TPI) as per format to be submitted	Yes

21	<b>PAN no</b>		Copy of PAN card	
22	<b>ESI/PF registration</b>		Copy of ESI and PF registration to be submitted	
23	<b>GST registration no</b>		Provide GST certificate copy	
24	<b>Computer/printer/Connectivity</b>		Bidder should have facilities	
25	<b>Bulk Tank Lorry</b>		Min 1TL of capacity 12kl and above but not more than 24kl (may be calibrated upto 29kl but size limited to 24kl) either owned or attached and should not be less than 7 years old. Copy of agreement with transporter in case of attached vehicle or RC copy of lorry in case the lorry is owned by bidder	Yes
26	<b>Filtration Arrangement</b>		200 mesh filter in filling line and 100 mesh unloading line	Yes
27	<b>HSSE policy</b>		Documented policy to be submitted	
28	<b>Financial Requirement</b>		Vendor should have positive net worth. Vendor should provide balance sheet and P & L account copy duly attested by a chartered accountant for last three financial year. In case of a new vendor, vendor should provide bank solvency certificate of amount minimum Rs 50 lakhs	

The technical evaluation will be based on the above mentioned parameters independently. In case of non-fulfillment of any of the above mentioned minimum mandatory criteria the party is subject to disqualification on Technical Grounds. Decision of BPCL will be treated as final.

It may be noted that there will be no field visit by BPCL officials for verification of facilities. Bidders have to submit **TPI (Third Party Inspection)** report as per format given in **PART A: Technical bid xviii**. TPI to be carried out by BPCL approved parties ie TPIA (which is registered under "NABCB (National Accreditation Board for Certification Bodies) accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI NABCB website ([http://nabcb.qci.org.in/accreditation/reg\\_bod\\_inspection\\_bodies.php](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php))) as on date of verification of documents.

**All expense relate to TPI to be borne by bidder only.**

Vendors will be evaluated based on scrutiny of papers submitted only



## **GENERAL TERMS AND CONDITIONS**

### 1. Validity/ Estimated quantity:

The validity of the offer should be 180 days from the date of opening the tender. Estimated requirement indicated in this tender enquiry, should be considered as indicative figures only and not binding on BPCL in any way. Actual requirement will be indicated to you from time to time through Purchase Orders after award of contract. BPCL does not guarantee any minimum volume of business.

### 2. Rates:

Please offer firm rates of Repacking for entire contract period.

### 3. Scope and System of operation

#### (a) Scope:

The total operation for Repacking should be carried out as per Instructions and Guidelines issued by BPCL Wadilube, from time to time.

The scope of job will be broadly as follows:

- i. Reporting to plant at the beginning of the month, receiving the call ups for Repacking and acknowledging the call offs from the plant
- ii. Making detailed plan for production and submitting the same to BPCL
- iii. Uplifting input materials from plant and also getting the supply schedule from BPCL.
- iv. Receiving and unloading of input materials and Goods receipt in Register and / or ERP system if given by BPCL.
- v. Repacking
- vi. Dispatches as per instruction of BPCL to Wadilube Installation or Central Warehouse (CWH), Sewree including loading and unloading.
- vii. Preparing Challans and other documentations for dispatch and comply all statutory requirement like GST,ESI,PF, Factory License etc as applicable
- viii. Stock Checking as per BPCL Requirement
- ix. Stock Reconciliation

#### (b) Implementation of QR code based track and trace system:

#### **QR Code printing process on Real Time Basis:**

All BPCL lubricant products will be QR enabled unless stated otherwise. Successful bidder will provide access to BPCL QR Vendor for achieving QR enabled products.

Post award of job to the bidder, BPCL QR Vendor will deploy necessary infrastructure (HW+SW) in the bidder's premise including manufacturing lines for printing QR Codes (Except for items in Table 1.1 which will be in the

scope of successful bidder). BPCL QR Vendor will also train the staff of the successful bidder for operating these equipment.

BPCL shall create and share the User Access Credentials to the successful bidder for accessing the QR Code Web Application. BPCL QR Code solution will be integrated with the Printer used for QR Code printing. The application to be connected with QR code printer through PC and Internet. All QR Enabled production will take place from this application only.

Any QR code failed to pass the scan, the product needs to be segregated and the same should not be part of supply.

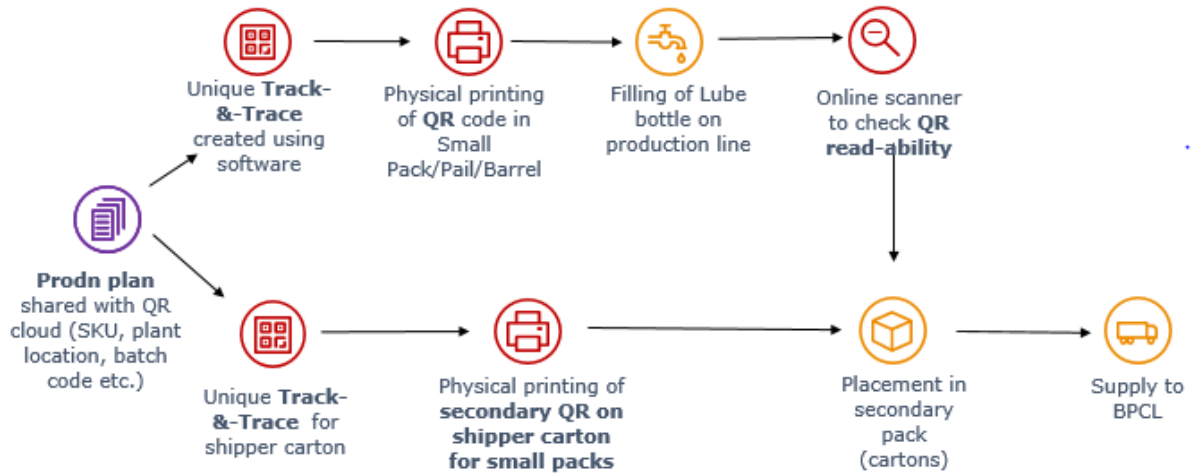
BPCL QR vendor shall be responsible for comprehensive maintenance of both hardware and software. However, in case of acts of vandalism, manhandling, pilferage the successful bidder will be liable to pay for these damages.

BPCL may also provide Firewall and Switches to the successful bidder for secure communication of QR code application. The maintenance of these will be in the scope of BPCL Vendor, however, in case of acts of vandalism, manhandling, pilferage the successful bidder will be liable to pay for these damages.

Table 1.1

S.No	Requirement for Lubes QR	Description
1	Internet Connectivity	Minimum 10 MBPS internet connection with 1 Static IP
2	Space	Min 8 ft * 8 ft space to be provided for Centralized Laser Printer for Pail and Barrel Printing
		Space to be provided in the line for placement of QR Scanners/Industrial PC and other QR Related equipment in each line wherever required
		Space 5ft * 5ft for Shipper Carton Printer applicable for bidders manufacturing products requiring shipper carton
3	UPS	Two 2 KVA offline UPS and One 3 KVA online UPS to be provided per line for QR Related equipment
4	Conveyor System	1.5 mtr conveyor system compatible with the Shipper Carton Printer
5	Manpower	1 person per line to operate the QR related machines in the line. Necessary manpower during installation of QR related equipments
6	LAN	LAN Network to be provided by successful bidder from which BPCL QR Vendor will tap off to QR Related Equipment
7	Labels	In products with Labels, the bidder shall source QR enabled labels from BPCL authorized vendor.

## QR Process Flow for Small Pack,Pails and Barrels:



- For small packs other than greases, labels will be preprinted with QR Codes
- In case of Pails and Barrels , shipper carton printing will not be there
- For small packs with pack size less than 500 ml, QR will not be available at pack level

### (c) System of operation

The total operation for Repacking should be carried out as per the Instructions and Guidelines issued by BPCL Wadilube from time to time. The system of operation will be as follows:

- Call ups: Plant will place call up to Repacker. At the beginning of each month, the production requirement from Repacker in pack will be finalized jointly with Repacker and acceptance of the same should be submitted by the repacker.
- Issue of Bulk Products: Material will be issued to you from Wadilube Installation. The bulk will be uplifted by you in your transport at your own risk and cost. The bulk will be issued in Tank Lorries and in **Intermediate Bulk Containers (IBC)**. The tank lorry should be totally fit both technically (includes safety fittings such as master Valve, Vent, etc.) and as per W & M Act for loading / Unloading and bulk transportation of lubricating Oils. The tank lorry should be cleaned (internally & externally) before Upliftment of bulk oil. Ownership of the product during the transit is with you. Each tank lorry should be accompanied by batch test report provided by BPCL.

**Repacker has to procure IBC for upliftment of bulk product which has demand less than standard tank lorry capacity.** The Intermediate Bulk Containers (IBC) should be capable of carrying Lube Oil and should be calibrated by W & M and should have calibration markings on at least 3 of the 4 sides of the IBC. The Bulk product will be issued as per dip only. **The IBC are only for transportation and should not be used for storage of bulk.**

The tank lorry is required to be calibrated by the Legal Metrology department. In case of any doubt of mal practice, the same can be recalibrated by BPCL at any of their Installation or at

third party premise. Punitive action will be taken by BPCL in case of any malpractice is proven. BPCL will recover losses for excess products already uplifted due to wrong calibration at the rates applicable for losses. Also, BPCL will blacklist the concerned tank lorry.

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

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

The Issue of the Bulk Oil will be with format as applicable in GST regime and repacker has to enroll with appropriate authority to carry out the said job.

- iii. Issue of Packaging Material: The Packaging Material like empty containers, laminates, caps, labels, pouches BOPP Tapes, etc. has to be collected from our plant at Wadibunder at tenderer's own transport including loading and unloading arrangements.  
You shall check that all containers, laminates, caps, cartons, labels received by you are free from water, dirt, etc. and are in proper condition to fill oil. You should reject packaging material not complying with above, within 7 days of receipt of the material. The replacement of the same shall be obtained by sending back the defective packaging materials at your cost to Wadilube Plant. You shall maintain strict checks on quality and quantity of packages received by you by doing random sampling and shall maintain the records for the same.  
You shall arrange to keep stock of packaging materials as advised by BPCL which may be minimum of 15 days coverage (for each grade / Pack) at any point of time.
- iv. On receipt of the Tank lorry, at the site, the Lube Oil will be tested for the various parameters as per Part A (ii) by you drawing random samples to ensure that it matches with the specifications given by BPCL, Wadilube. You shall also, maintain the records for such testing.  
As per Quality Control Guidelines, the fresh load of lubricating oils received in bulk from BPCL, Wadilube Plant should not be mixed with existing Batches in Storage Tanks (i.e. Bearing a different batch no.). In other words, batch mixing is not allowed and tank lorry with fresh batch should be unloaded in the storage tanks only after consumption of the earlier batch.
- v. All storage tanks, pipelines and filling machines should be kept free of dust, water and any other foreign particle. All equipments, apparatus and parts of system used for filling should be kept clean both internally and externally.
- vi. All necessary equipments, apparatus etc and labour required for carrying out the above job to the satisfaction of the Plant Manager, Wadilube shall be arranged by you at your cost.
- vii. Filling and weighing machines suitably approved and duly stamped by the Weights and Measurement Dept. only should be used. Filling accuracy will be monitored for volume specified at 29.5 Deg C on packs and labels. Immediately after filling, all the containers shall be properly sealed by you. Labeling is to be done by you.
- viii. The filled containers should be packed in corrugated fiberboard boxes. Both bottom and top flaps of the box shall be appropriately sealed with BOPP tape after filling with containers.

- ix. All necessary equipment, apparatus etc and labour required for carrying out the above job, to the satisfaction of Plant Manager, Wadilube shall be arranged by you at your cost.
- x. Filling and weighing machines suitably approved and duly stamped by the Weights & Measures Dept. only shall be used. Filling accuracy should be in accordance with prevailing W&M limits and the same shall be monitored for volume specified @ 29.5 deg. C on the packs.
- xi. Please note that any inaccuracy in filling shall be viewed seriously and repetition of the same shall be considered as breach of contract, leading to termination of contract.
- xii. You will also observe all quality control measures as may be laid down by BPCL, Wadilube from time to time. The above QC guidelines are as per the prevailing requirements. However, they are subject to change from time to time and will be intimated to you accordingly. You are required to ensure compliance immediately and if it requires putting up additional facilities, one month period will be given for the compliance from the date of intimation of the same.
- xiii. Maximum Retail Price (MRP), Date of Manufacture, Batch number and Address of repacker on filled containers will be printed only by inkjet printing and should comply with legal metrology requirement.** Irrespective of whether the vendor has quoted the lowest rate or otherwise, the Corporation reserves the right to reject the offer in case the vendor expresses inability to accept the inkjet printing clause. Filling cost should be including the inkjet printing charges. The data to be printed shall be advised by Wadilube Plant.
- xiv. Carton Coding:** BPCL may issue cartons without printed product name and other required details. Repacker should have minimum one online carton printing machine for printing product name, MRP, date, batch no, MRP code etc strictly as per format prescribed by BPCL. During tenure of tender format and shape of carton printing may get changed as per business requirement and repacker has to modify or induct new carton coding machine to meet the changed requirement.
- xv. You shall maintain business secrecy and our marketing discipline in full. You shall observe formalities relating to excise duty / sales tax registration provident fund registration etc. whichever are applicable to the above activity.
- xvi. You shall not infringe, copy, imitate or otherwise deal with brand name, trade, merchandise marks or devices of designs/copyright belonging to us.
- xvii.** Repacker to have facility to adopt the process of Bar-coding if BPCL introduces the same in these packs without any additional costs.
- xviii. You shall remain responsible for the content and also the packing. If the content i.e. Lube Oil does not confirm to the specification at the time of acceptance of filled cases at Wadilube, the entire lot shall be rejected.
- xix. Every consignment shall be accompanied with batch test report, as per the format provided by BPCL.
- xx. Stock keeping: The stocks of BPCL are required to be kept at dedicated place/ tank as directed by BPCL and should be easily assessable by BPCL officials for stock checking at any point of time. Physical stock check shall be done along with the BPCL representative on Monthly basis. The format of Monthly Stock Check Report is given below:  

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**Stock Check Format**

**Repacker's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Repacker's Representative : \_\_\_\_\_

Repacker's Address: \_\_\_\_\_

\_\_\_\_\_

BPCL Officer's Name : \_\_\_\_\_ Designation: \_\_\_\_\_

BPCL Officer's Name : \_\_\_\_\_ Designation: \_\_\_\_\_

**Finished bulk product tanks:**

S.No	Tank	Material	Batch No	Dip in cm	Temperature	Quantity (L29)

**Finished product in packs:**

S. No	SAP code	QTY	Unit of measurement

**Off Spec finished product bulk:**

S.No	Material	Batch No	Quantity (L29)	Description of defect

Details of Empty Packaging Material: (provide separate annexure)

I/We hereby certify that above mentioned stocks of M/s BPCL, Wadilube Plant has been physically verified and are correct

Place: \_\_\_\_\_

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

Vendor's \_\_\_\_\_

With stamp

Signature: Verified

by:

BPCL Officers Signature:

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

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

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

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

- xxii. Payment to Repackers: Plant shall arrange for payment towards repacking charges to Repacker only after completion of raising debit notes on account of recoverable losses beyond permissible limits.

4. Price evaluation:

Tender is for a maximum period of two years i.e. one year with extendable period of one more year. Standard tender terms / works contract guideline has to be followed. Vendors will be finalized based on L1 on overall cash outflow of BPCL for two years.

The extension of the contract to the second year is solely at the discretion of BPCL (Plant Manager, Wadilube) and would be binding on the vendor

5. Agreement

LOI will be issued by Plant Manager on lowest quoted party after approval of TEC. LOI has to be signed by party as acknowledgment. However within 15 days of LOI, an agreement in stamp paper has to be executed between the parties and no work should be started unless there is a valid contract signed by both the parties.

The vendor has to submit Bank guarantee and Insurance as per requirement given below. Commencement of work shall not start unless and until all formalities as per the requirement is completed.

6. Bank Guarantee:

Bank Guarantee is required from the party to partially cover the risk of material being issued to him for repacking.

- a. Validity: BG must cover the contract period plus six more months
- b. Bank : Issued by any scheduled Bank

Amount : 70 Lakhs (For product security Rs 50 lakhs & for hardware provided to vendors for track and trace system Rs 20 Laks)

7. Insurance

Insurance by party: Repacker has to take insurance for all materials issued by BPCL like Lube oil, empty pouches, cartons, tapes, containers and other packaging materials lying with the Repacker at any point of time at their cost to cover the entire value of the product / packages against all perils like theft, fire, floods civil commotion, etc and transit risk.

The value for the purpose of insurance cover shall be based on input cost for one month's estimated repacking volume. The value of input cost may change time to time but as per current rate and as per projected volume successful bidder has to assure a sum of Rs 3.97 Cr for all types of insurance [**i.e. if different policies are taken all individual insurance will be of value Rs 3.97 Cr each**]. The party has to review the insurance cover as per the value declared by BPCL on monthly basis (Bulk/packed/packaging and other materials) and if any change is required due to change in input cost party has to revise insurance before commencing further operations.

Insurance should be valid for the period of contract + 6 months.

In case of any incidence when money is required to be claimed, all formalities like lodging the claim, providing necessary records , follow up for approval etc is required to be done by the Repacker.

8. LOSS ACCOUNTING:

a. Losses for Bulk Material and packaging materials during stock checking:

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

- i. For Bulk Material : For Losses beyond 0.1 % for bulk product recovery will be made as per rate of DBP in barrel (including GST) of the respective material less landed cost of empty barrel applicable as per LPUP plus penal charges of 15 % of DBP .
- ii. For Packaging Material : Losses on account of physical shortage will be calculated on monthly basis as per LPUP (basic) + GST + any other charges + transportation charges + penal charges of 15 % of the total value. No allowance will be given in loss of packaging materials.
- iii. The recovery towards losses should be done on monthly basis and the repacker is to be advised by respective role holder at plant to pay the amount by Demand Draft/ Pay Order within ten days of the following month. In case of non payment by re-packers, the same would be recovered from the running bills of the vendor or by revoking the bank guarantee submitted by the party



b. Loss towards off spec product:

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

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

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

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

The recovery rate will be as per below:

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

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

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

In case of non payment by re packers, within one week, the BG amount shall be revoked by the plant Manager including the value of materials lying with repacker.

In case of improperly sealed packs detected at any of our location/ dealer but without any product, repacker will be held responsible and recovery will be made from the repacker. The amount to be recovered will be MRP of the product.

**\*GST rate will be recovered on all losses as applicable and invoice will be issued by BPCL**

9. Concession form:

Job worker should be able to register himself for all concession form if any applicable during the tenure of the contract.

10. Confidentiality:

Composition of MAK Lubricants shall be strictly as per the specifications and Formulations provided to you by us from time to time. You shall maintain strict confidentiality of our formulations and specifications of our products. The products manufactured by you shall strictly conform to our specifications / controls as per our advise to you .You shall also maintain proper records of QC checks.

11. Statutory requirement:

You are required to comply to all statutory requirement like requirement of legal metrology, GST, Sales tax, Income tax, ESI, PF, Service tax , factory Inspector, Labour commissioner or any other authority as required. BPCL will not be held responsible for violation of any rule by you or due to any of the actions of yours. And in case of any such violation causing losses to BPCL, we will be entitled to terminate the contract and either uplift the products or recover the amount from you.

12. Inaccuracy in filling:

Filling accuracy should be as per BPCL requirement which is more stringent than the minimum requirement as specified by Weights and measures. No under filling in any case is acceptable. Please note that any inaccuracy in filling shall be viewed seriously and repetition of the same shall be considered as breach of contract, leading to termination of contract.

13. Quality control measures:

You will also observe all quality control measures as may be laid down by BPCL, Wadilube from time to time. The above QA guidelines are as per the prevailing requirements. However, they are subject to change from time to time and will be intimated to you accordingly. You are required to ensure compliance immediately and if it requires putting up additional facilities, one month period will be given for the compliance from the date of intimation of the same.

14. Scheme:

BPCL as a marketing strategy may run Schemes for promotion of the product from time to time. It would be binding on you to make necessary arrangement on production line for implementing the same and maintaining records thereof. Re- conciliation of the scheme materials has to be done on daily basis after the production.

15. Batch coding:

You shall print online or put a stamp bearing your CODE / date of filling at suitable place on carton as per our directive before supplying to BPCL. You shall get your unique CODE approved by Plant Manager, Wadilube at the time of commencement of supply.

16. Training and development:

You shall arrange to provide for proper training and development of all your staff in proper quality assurance during receipt and filling to meet the norms specified by the Corporation

17. Supervision:

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

18. Record keeping:

You shall maintain proper records of receipt and consumption of products supplied from Wadilube LOBP in Bulk and packaging Material. Also proper records for filling done, dispatches of filled packages, opening & closing of stock of MAK Lubricants supplied from Wadilube LOBP in Bulk. You shall also advise the same to Plant Manager, Wadilube latest by 2<sup>nd</sup> of every month for previous month.

The format of the records to be kept will also be handed over by BPCL / the records maintained by the party may be approved by BPCL.

19. Indication to third party:

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

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

21. Within 15 days from the date of termination of this contract, you shall arrange to return at your cost all our goods (i.e. Lube Oil, Packaging Materials, filled cases, cartons, BOPP tapes, etc. and any other goods issued to you on returnable basis to our Wadilube Installation OR ANY OTHER PLACE WITHIN Greater Mumbai as per BPCL, Wadilube's Instructions. Any shortage detected during subsequent settling of accounts between goods issued and goods received shall be recovered by debiting from your account i.e. cost of Lube Oils and other goods.

22. In case you fail to manufacture as per the call-up, we may get the product and filling by alternate parties and the cost of same shall be recovered from you.

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

24. LICENCE:

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

25. SAMPLING:

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

We will also have the right to check physical inventory of product and packages at any time at your premises. You shall be responsible for any difference in quantities detected during such checking. Repacker shall maintain a tamperproof & sealed sample of at least one liter from each batch of re-packaged oil for BPCL. The sample(s) shall be maintained for at least one year from the date of withdrawal of sample and shall be given to BPCL upon written request.

26. Submission of Bill:

Payments shall be made by the way of National Electronic Fund Transfer (NEFT) after 30 days from receipt of delivery challans/ invoices. You shall submit your bills for payments along with all required documents at the following address:

BHARAT PETROLEUM CORP LTD  
BUSINESS PROCESS EXCELLENCE CENTER (BPEC)  
BPCL OFFICE COMPLEX, PLOT NO. 6 SECTOR - 2,,  
BEHIND CIDCO GARDEN, KHARGHAR  
MAHARASHTRA 410210

27. EMD - bidder is required to submit the EMD declaration in the format as provided in tender

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

29. Duplication of Clause:

Whenever, there is duplication of Clause either in Terms and conditions or in the Agreement, the clause, which is beneficial to BPCL, will be considered applicable at the time of any dispute.

STAMP:

SIGNATURE OF THE TENDERER. DATE

## **PART A: TECHNICAL BID (III)**

### **Quality assurance**

1. **Responsibilities:** The activities mentioned below should be followed in quality control process at Repacker. These have to be carried out by Q.C. dept. of the Repacker as per BPCL QA manual. The responsibilities for the Repackers are as given below:
  - a. QA check for all receipt of input materials like Bulk Oil, packaging materials etc.
  - b. Clearing the sample for package filling / bulk filling.
  - c. Check the line samples before start of the filling operations.
  - d. Check the first, middle and Final filling samples of the shift for every grade that is taken , as per Q.C. Manual, Lubricants.
  - e. On line filling process control checks at regular intervals for weight, colour, density , MRP & label artwork etc of the product for small packs filling.
  - f. The necessary control registers to ensure Q & Q should be maintained as per the approved formats. Samples to be retained in the QA lab, as per QA manual.
  
2. **The QA procedure will be as below :**
  - a. Repacker shall perform for BPCL those mutually agreed quality control tests and procedures.
  - b. List of testing equipment/ facilities required for QA checks As per IV of Technical bid
  - c. Quality Control Check which Repacker should be able to do in his premises:
    - i. **RANDOM QA CHECKS FOR PACKAING MATERIAL :**
      - Visual appearance
      - Measurement of weight
      - Measurement of volume
      - Measurement of dimension
      - Colour
      - Bursting strength for cartons.
  
    - ii. **QA CHECKS FOR LUBE OIL**
      - Visual appearance
      - Density
      - Kinematic viscosity. at 100 °C.
      - Kinematic viscosity. at 40 °C.
      - Viscosity Index
      - Metals content
      - Flash point (COC) °C
      - Pour Point °C.
      - Emulsion Characteristics
      - Foam Test

- d. Samples: Repacker shall maintain a tamperproof & sealed sample of at least one liter from each batch of Finished Products re-packaged for BPCL. The sample(s) shall be maintained for at least six months from the date of withdrawal of sample and shall be given to BPCL upon written request.
- e. Raw Materials and Packaging Materials: Repacker shall only use Raw Materials and Packaging Materials provided by BPCL
- f. Repacker shall ensure all Packaging Materials are inspected on random basis / cube-root method for defects against specifications provided by BPCL and no defective packaging materials is incorporated in the packaged products.
- g. Repacker shall inform BPCL of any laboratory Test Specifications values in writing that do not comply with the Specifications provided by BPCL within three days of its receipt of the particular laboratory Test Specifications.

SIGNATURE OF THE TENDERER

## **PART A :TECHNICAL BID( IV)**

List of testing equipment/ facilities required for QC checks :

The following equipment should be available for testing the oils:

- i. Thermometer (IP - 64 C)
- ii. Hydrometer (.8500-.9000 & .9000-.9500) (L-type)
- iii. Standard Jars (25 ml, 50 ml and 100 ml)
- iv. Viscometers (constant .04)
- v. Stop Watch (Quartz make, 15 min., min. 1 seconds)
- vi. Constant Temp. Bath (100°C) along with standard Thermometer ASTM 121 C
- vii. PMCC-Flash point Apt. as per IS 1448:P-21
- viii. Pour Point Apparatus as per IS 1448:P-10
- ix. Standard weigh balance
- x. Standard weights
- xi. Sampling apparatus
- xii. Standard jars ( 500ml), Glassware like pipets, burets etc.
- xiii. COC- Manual or auto Flash point apparatus as per IS-1448: P-36

All these equipments should be in good working conditions and duly calibrated.

SIGNATURE OF THE TENDERER

**PART A : TECHNICAL BID( V)**

(To executed by Bank on Stamp Paper of appropriate value)

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

1. In consideration of the BHARAT PETROLEUM CORPN. LTD., having its Registered office at 'BHARAT BHAWAN, 4&6, CURRIMBHOY ROAD, BALLARD ESTATE, MUMBAI-400 001. (hereinafter called "the Corporation") having \_\_\_\_\_ agreed to exempt \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called "the said contractor"/ "the said suppliers" / "the said sellers" / "the said buyers") from the demand under the terms and conditions of an Agreement/ Purchase Order / Letter of Intent ref. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ the Corporation and M/s (hereinafter called "the said agreement" / "the said purchase order"/ "the said letter of intent/ "the said contract") of security deposit for the due fulfillment by "the said contractors" / "the said suppliers" / the said sellers" / "the said buyers\*" of the terms and conditions contained in "the said agreement / purchase order / letter of intent / Contract \*on production of a bank guarantee of Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ only.  
We, \_\_\_\_\_ hereinafter  
( indicate the name of the bank)  
referred to as the bank (at the request \_\_\_\_\_ do of hereby undertake to pay to ( name of contractors/supplies/sellers/buyers\*) against any loss the Corporation an amount not exceeding \_\_\_\_\_ or Rs.

damages caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said contractors/suppliers/sellers/buyers if any of the terms and conditions contained in the said agreement/purchase order/letter of intent/contract.

2. We, \_\_\_\_\_ do hereby undertake (indicate the name of the bank)



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

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

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

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

guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement/purchase order/letter of intent/contract and it shall contain to be enforceable till all the dues of the Corporation under or by virtue of " the said agreement/purchase order/letter of intent/contract

\*have been fully paid and its claims satisfied or discharged or till the Corporation certifies that the terms and conditions of the said agreement/purchase order/letter of intent/contract \*have been full and properly carried out by the said contractors/suppliers/sellers/buyers \* and accordingly discharge this guarantee.

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

5. We, \_\_\_\_\_ further agree with the Corporation that  
the

Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement/purchase order/letter of intent/contract \* or to extend time of performance by the said contractors/suppliers/sellers/buyers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractors/suppliers/sellers/buyers and forbear or enforce any of the terms and conditions relating to the said agreement/purchase order/letter of intent / contract \* and shall not be relieved from our liability by reason of any such variation, or extension being granted to the

said contractors/suppliers/sellers/buyers \* or for any forbearance act or omission on the part of the Corporation or any indulgence by the Corporation to the said contractors/suppliers/sellers/buyers or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

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

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

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

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

(Indicate the name and address of the bank)

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

**PART A :TECHNICAL BID( VI)**

**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 Mumbai
- (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.

SIGNATURE OF THE TENDERER

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**PART A :TECHNICAL BID( VII)**

**TERMINATION CLAUSE**

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

- a. If you commit a delay, breach or default of any of the terms, conditions, covenants and stipulations contained herein.
  - b. Upon death or adjudication as insolvent if you are individual (this clause is to be suitably modified if business is carried on by partnership or by limited company or by a co-operative society.)
  - c. If any attachment is levied and continued to be levied for a period of seven days upon your effects.
  - d. If you are involved in any criminal offence relating to Moral Turpitude.
  - e. If a receiver is appointed of any of your property or assets.
  - f. If the license issued to you by the relevant statutory authorities is cancelled or revoked.
  - g. If you have made default in payment of any money of the BPCL without formal approval of the BPCL in writing.
  - h. If you fail to adhere to the instructions issued to you by the BPCL from time to time in respect of the business condition herein.
  - i. If you contaminate or tamper with the quality of BPCL's product given in you.
  - j. If the ownership / tenancy of the premises from which you are carrying on the business is transferred/terminated for any reason whatsoever.
  - k. If you, yourself or to your servant or agents commit or suffer to committed any act which in the opinion of the *SBU Head (Lubes)* of the BPCL is prejudicial to the interest or good name of BPCL or its product. *SBU Head (Lubes)* shall not be bound to give reasons to such decisions.
  - l. The BPCL's right to terminate the contractual obligations under this clause shall be without prejudice to and without affecting any of its rights and remedies against you.
  - m. In the event of BPCL terminating this agreement under the provisions of this clause it shall not be liable to pay for any loss or compensation in respect of such termination.
  - n. Without prejudice to the foregoing provisions or anything to the contrary herein contained BPCL shall be entitled to terminate this agreement on giving 90 days written notice to the other parties without assigning any reasons for such termination.
-

## **PART A :TECHNICAL BID( VIII)**

### **FORCE MAJEURE CLAUSE**

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..

SIGNATURE OF THE TENDERER

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**PART A :TECHNICAL BID( IX)**

**PENALTY CLAUSE FOR DELAYED DELIVERY**

The Repacker has to maintain the Schedule of Call-off in the following format as given by BPCL.

Sl no	Pack size	Product	Total requirement for the month	Agreed date of receipt of repacked materials at plant

The supplies by the re packers are required to be made as per advised delivery schedule. The Repacker will have to pay to the Corporation by way of penalty, an amount equal to 1/2% (one half percent) of the contracted price of the item so delayed for each week of such delay in delivery subject to a maximum of 5% of contracted price of that item. The penalty will have to be paid even in case of part delivery.

In case of delays from BPCL end for bulk supplies/ packaging materials supplies, hindrance register is required to be maintained by re packers and duly approved by BPCL. The no of days of delays because of BPCL will be reduced from the total number of days of delay for purpose of levying penalty if any.

SIGNATURE OF THE TENDERER

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**PART A :TECHNICAL BID( X)**

**SUB-LEASING CLAUSE**

**SUB-LEASING**

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

SIGNATURE OF THE TENDERER

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**PART A :TECHNICAL BID( XI)**

**RISK PURCHASE CLAUSE**

In case you fail to deliver the quantity as stipulated in our delivery schedule, we reserve the right to get the repacking done from alternate sources at your risk, responsibility and cost.

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**PART A :TECHNICAL BID( XII)**

(To be Notarized)

**DECLARATION BY THE TENDERER**

We have carefully studied the tender and submit our offer having fully understood the same. We hereby agree to abide by and fulfill all the terms and conditions set out in the tender form, general terms and conditions, conditions mentioned in the General Conditions of Contract, agreement format and commercial bid which should be deemed to form part of this tender. We also declare that the Third Party Inspection report submitted as part of the technical qualification requirement would stand throughout the contract period. If at any point of time during the execution of the contract there is deviation detected, BPCL would have the right to initiate actions as deemed fit and the same would be treated as the breach of contract terms and agreement

SIGNATURE OF THE PROPRIETOR/ PERSON WITH POWER OF ATTORNEY:

FULL NAME OF THE PROPRIETOR/ PERSON WITH POWER OF ATTORNEY:

STAMP OF THE PROPRIETOR/ PERSON WITH POWER OF ATTORNEY:

**DECLARATION BY THE TENDERER REGARDING NOT BEING A DISTRIBUTOR OF ANY OTHER LUBRICANT MARKETING COMPANY**

We have carefully studied the Tender and submit our offer having fully understood the same. We hereby declare that we, including any of our Relatives are not Distributors (PLD/ILD/LBA) , of BPCL or any other Lubricant Marketing Company. We also assure that we will not take up any Distributorship of any other Lubricant Marketing Company during the validity of this Contract.

The above Declaration is true to the best of our knowledge. In case, in future if BPCL finds any information in contrast to our above Declaration, the Corporation can initiate action as deemed fit, including rejection of our Tender / termination of our contract.

Signature of the Tenderer:

Full Name of the Tenderer:

Address:

**NB: List of relatives given in next page and same has to be part of this declaration.**

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## **LIST OF RELATIVES**

A person shall be deemed to be a relative of another, if any and only if,

- i) He / She / They are members of Hindu Undivided family or
- ii) He / She / They are Husband & Wife or
- iii) The one is related to the other in the manner indicated below.

- 1) Father
  - 2) Mother (including Step Mother)
  - 3) Son (including Step Son)
  - 4) Son's Wife
  - 5) Daughter (including Step Daughter)
  - 6) Father's Father
  - 7) Father's Mother
  - 8) Mother's Mother
  - 9) Mother's Father
  - 10) Son's Son
  - 11) Son's Son's Wife
  - 12) Son's Daughter
  - 13) Son's Daughter's Husband
  - 14) Daughter's Husband
  - 15) Daughter's Son
  - 16) Daughter's Son's Wife
  - 17) Daughter's Daughter
  - 18) Daughter's Daughter's Husband
  - 19) Brother (including Step Brother)
  - 20) Brother's Wife
  - 21) Sister (including Step Sister)
  - 22) Sister's Husband
-

## **PART A :TECHNICAL BID( XIII)**

### **INTEGRITY PACT**

The Integrity pact document as enclosed to be duly signed and enclosed. A proforma of the Integrity Pact document is enclosed . Please note:

Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents (in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP document duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

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 to initiate action as mentioned in EMD declaration

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.

FOR ANY QUERIES / CLARIFICATIONS ON TENDER TECHNICAL SPECIFICATIONS / COMMERCIAL POINTS AND OTHER TERMS AND CONDITIONS OF THE TENDER PLEASE CONTACT AS UNDER:

**Vikas Dwivedi Sr Manager (Ops.), WL Installation- 022-23787171, Email - vikasdwivedi@bharatpetroleum.in**

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

Only in case of any complaints regarding the Tender/ Tender Conditions, please contact following Independent External Monitors (IEM) :

Shri. Ramabhadran Ramanujam	Shri. Virendra Bahadur Singh	Shri. Sudhir Chowdhary
ADDRESS	ADDRESS	ADDRESS
Address : 44/24, 3 <sup>rd</sup> trust Cross Street, Mandavelipakkam, Chennai 600028. Mobile no : 9495511954 Email : <a href="mailto:raamaanuj@gmail.com">raamaanuj@gmail.com</a>	H.No. B-5/64, Vineet Khand, Gomati Nagar, Lucknow - 226010	Flat No. 203, Adarsh CGHS Ltd. Plot No. 67, Sector – 55, Gurugram
<a href="mailto:raamaanuj@gmail.com">raamaanuj@gmail.com</a>	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>	<a href="mailto:Sudhirchowdhary38@yahoo.com">Sudhirchowdhary38@yahoo.com</a>
Mob. No. 9495511954	Mob. No. 8853760730	Mob. No. 9416045656



**To be executed on plain  
paper**

**INTEGRITY PACT**

Between  
n

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

**And**

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

---

## **Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for .....The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

## **Section 1 -Commitments of the Principal**

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

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

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

- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

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

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

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

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

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/Suppliers

and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

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

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

### **Section 9 -Pact Duration**

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

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

### **Section 10 -Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.



- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
**For the Principal**

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

Place .....

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

Date .....

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

**PART A : TECHNICAL BID( XIV)**

**Price bid (Along with technical bid the only blank format to be submitted) as a token of acceptance of the format of price bid.**

**(HDPE Containers)**

Sr. no.	Particulars	HSN/SAC to be put by bidder*	Tendered Qty for one year (in no. of HDPE containers)	Repacking Charges ( Rs/1000 containers) (excluding GST) to be put by bidder*	GST(%)to be put by bidder*	Total (auto calculation)
1	175 ml		61000			
2	250 ml		248500			
3	350 ml		25500			
4	500 ml		2116500			
5	900 / 1000/1200 ml		168000			

- This is an online tender and bidder should enter number very carefully and only in unit Rs / 1000 containers. Commercial/Price Bid has to be put online only and should not be mentioned her or on any other document  
\*Please note that charges in Rs/1000 containers/pouches to be put by the bidder. Calculation would be done accordingly. Deviation from this if any would result in abnormal amount calculation and no clarification on account of the same would be entertained. For example, if the rate is Rs 1 per container, rate should be put as Rs 1000

NAME OF THE TENDERER:

\_\_\_\_\_

\_\_\_\_\_

STAMP/SIGNATURE

DATE/ PLACE

**PART A :TECHNICAL BID( XV)**

**Deviation sheet**

<b>Sl no</b>	<b>Clause no/ Page no of</b>	<b>Deviation</b>	<b>Reason</b>

**NB: Qualification of vendors after reporting deviation will be sole discretion of BPCL.**

**Name of tenderer**

**Stamp**

**PART A :TECHNICAL BID( XVI)**

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

**Declaration**

Sub.: Contract / Work Order No.: Dated We, \_\_\_\_\_ [hereinafter referred to as "the Contractors"], hereby agree, undertake to faithfully observe and comply with the following during the performance of the contract.

1. We shall ----

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

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

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

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

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

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

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

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

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

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

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

l. Risk coverage: All risk coverage for Base Oils, Additives, Packaging Material, finished product in bulk, finished packs and product failure will be on our account.

m. Business Secrecy: We will maintain strict confidentiality of BPCL formulations and specifications of our products.

**PART A :TECHNICAL BID( XVII)**

**Draft format for agreement**

**( this is a draft agreement which can be changed based on the terms and conditions finalized in the tender. Any inadvertent typographical error would be duly corrected in the final agreement)**

MEMORANDUM OF AGREEMENT FOR REPACKING OF HDPE CONTAINERS OF  
MAK LUBRICANTS

THIS AGREEMENT ("Agreement") is made at \_\_\_\_\_ and entered into as of  
this  
\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Nineteen between:

BHARAT PETROLEUM CORPORATION LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its registered office at BHARAT BHAVAN, 4 & 6, CURRIMBHOY ROAD, BALLARD ESTATE, MUMBAI 400001 Maharashtra India hereinafter referred to as 'BPCL' (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the ONE PART

and

**XXXXXXXXXXXXXXXXXX, a company incorporated under the Companies Act, 1956 with its registered office at XXXXXXXXXXXXXXXXXXXXXXXXXXXX hereinafter referred to as the 'XXXXXXXXXXXXXXXXXX' (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the OTHER PART,**

WHEREAS:

- (A) BPCL is one of the leading marketers of Petroleum and Allied Products in India. BPCL produces a diverse range of products, from petrochemicals and solvents to aircraft fuel and specialty lubricants and markets them through its wide network of Petrol Stations, Kerosene Dealers, LPG Distributors, Lube Shoppes, besides supplying fuel directly to hundreds of industries, and several international and domestic airlines.
- (B) XXXXXXXXXXXXXXXXXXXX owns and operates the Plant (as defined in section 1 of this Agreement) for the packaging of lubricants.
- (C) BPCL will provide the Raw Materials (BULK product), Packaging Materials for the repacking (as defined in Section 1 of this Agreement) to XXXXXXXXXXXXXXXXXXXX and to take delivery of such Finished Products at the factory gate of Wadilube Installation, after XXXXXXXXXXXXXXXXXXXX has loaded the Finished Packed Products.
- (D) XXXXXXXXXXXXXXXXXXXX has the capability and is willing to manufacture and deliver at the Plant defined in Section I subject to and in accordance with this Agreement

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

**Section 1 - Definitions**

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

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

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

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

**"Finished Products"** shall mean lubricant products meeting Manufacturing Specifications described by BPCL.

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

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

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

**"Plant"** shall mean XXXXXXXXXXXXXXX's blending and manufacturing plant located at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.



**"Charges"** shall mean the charges payable by BPCL to XXXXXXXXXXXXXXXX for the performance of the services subject to and in accordance with this Agreement

**"Raw Materials"** shall mean the components of the Finished Products (base oils and additives), such components to be specified by BPCL and which may be amended from time to time by mutual agreement.

**"Term"** shall mean the period starting on the day of commencement of contract (4<sup>th</sup> September 2019 tentatively or earlier as applicable) and ending at midnight on the day on which this Agreement for whatever reason terminates or expires

## **Section 2 - Duration**

2.1 This Agreement shall be for a term of one year commencing on XXXXXXXXXXXXXXXX and shall continue in full force and effect until XXXXXXXXXXXXXXXX. This Agreement may further be renewed on such terms and conditions as the BPCL solely, may on its expiry, decide. This agreement may be terminated as per the Termination Clause mentioned herein as referred in the Tender Reference XXXXXXXXXXXXXXXX DATED XXXXXXXXXXXXXXXX.

2.2 Termination of this Agreement pursuant to any provision hereof shall not prejudice the terminating party's rights against the other party accrued prior to the date of termination.

## **Agreed terms**

Notwithstanding terms and conditions mentioned in this agreement all agreed terms of the tender also forms part of this agreement. Copy of agreed terms and conditions attached as annexure of this agreement .In case of any dispute/ conflicts , the terms agreed in the tender will prevail

## **Repacking Charges**

The Charges of the Filling / re-packing and other services for the Finished Production payable by BPCL to XXXXXXXXXXXXXXXX shall be as agreed by BPCL & quoted by XXXXXXXXXXXXXXXX after Final negotiations dated XXXXXXXX 20XX under the Tender Reference XXXXXXXXXXXXXXXX DATED XXXXXXXX as under:

### Repacking Charges

1. Filling of 175 ml containers : Rs XXXX / 1000 containers
2. Filling of 250 ml containers - Rs XXXX / 1000 containers
3. Filling of 350 ml containers - Rs XXXX / 1000 containers
4. Filling of 500 ml containers - Rs XXXX / 1000 containers
5. Filling of 900 ml / 1000 ml/1200 ml containers - Rs XXXX / 1000 containers

**Section 3 – Filling/Repacking of Lubricants :**

3.1 **Repacking and Delivery of Finished Products:** XXXXXXXXXXXXXXX shall manufacture Finished Products exclusively for and on behalf of BPCL as ordered by BPCL from time to time and shall deliver such Finished Products through BPCL’s authorized transporter to BPCL or as directed by BPCL in accordance with instructions from BPCL in manner set out in this Agreement. In connection with the manufacture of Finished Products, XXXXXXXXXXXXXXX agrees to:

- (a) Uplift from BPCL using own transportation arrangement , the Finished Products and packaging material under this Agreement and shall at its own expense store and use the same in repacking.
- (b) Compound, test, fill, store and package Finished Products according to the terms and conditions of this Agreement on an exclusive basis
- (c) Deliver Finished Products to BPCL (in Wadilube Plant or Central Ware House, Sewree) using own transport arrangement as directed by BPCL according to the terms and conditions of this Tender Reference WL/REP/19-21 which are the part and parcel of this Agreement.
- (d) XXXXXXXXXXXXXXX shall be responsible for all FINISHED BULK, packaging materials etc delivered by BPCL to XXXXXXXXXXXXXXX from time to time. XXXXXXXXXXXXXXX shall ensure and responsible to see that full and proper measure is delivered from BPCL and XXXXXXXXXXXXXXX shall have no recourse against BPCL for any loss, damages, cost, charge or expense which XXXXXXXXXXXXXXX may at any time suffer by reason of delivery of wrong measure or transit loss or pilferage or shortage in any way.

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

- (e) XXXXXXXXXXXXXXX shall not change its constitution including present ownership or controlling interest or management nor effect any amalgamation or merging or vesting its business into any other Company or organized body nor effect any change in share holder ship without obtaining the previous consent in writing from BPCL
- (f) XXXXXXXXXXXXXXX shall carry out necessary transactions as advised by BPCL and shall not use BPCL’s ERP system for any purpose other than what BPCL has advised to do (if applicable) .

M/sXXXXXXXXX agrees that the conditions and the facilities as mentioned in the TPI (Third Party Inspection) report would be maintained accordingly as per the report for BPCL and BPCL would have the right to inspect the same at any point of the contract period. BPCL would reserve its right to initiate actions as deemed fit in case of deviation from the facilities/infrastructure that are mentioned in the TPI

3.2 **Production target:** BPCL will supply XXXXXXXXXXXXXXX exact requirement for

Repacking from time to time (monthly/weekly call up) in writing and XXXXXXXXXXXXXXXX will be required to adhere to the schedule given by BPCL. XXXXXXXXXXXXXXXX agrees that the filling mentioned in the subject Tender is estimated annual requirement only and no fixed quantities are agreed by BPCL.

The payment of the same will be according to the payment schedule as described and as per agreed rates.

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

3.4 **Storage**

(a) **Bulk.** Finished Products stored in bulk shall be stored in dedicated tanks and shall not be commingled with any other substances. No batch mixing of products will be allowed.

(b) **Loss accounting for Bulk Material and packaging materials during stock checking:** :

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

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

The recovery towards losses should be done on monthly basis and the re packer is to be advised by respective role holder at plant to pay the amount by Demand Draft/ Pay Order within ten days of the following month. In case of non payment by re-packers, within 10 days , the losses will be recovered from the payments due to XXXXXXXXX by BPCL or by revoking the bank guarantee submitted by XXXXXXXXX.

(c) By s seventh working day following the close of each month, XXXXXXXXXXXXXXXX shall forward to Plant Manager, Wadilube an inventory report in a form approved by BPCL showing each receipt of components, and package filled, and each Finished Products shipment out during the month, any losses during the month and physical stock balances on hand at the beginning and close of the month (listed by stock keeping unit [SKU], Finished Products, Packaged Products, and work-in-progress. XXXXXXXXXXXXXXXX shall reconcile all Finished Products (bulk and packaged) deliveries each month by the 10<sup>th</sup> day of the following month.

**\*GST rate will be recovered on all losses as applicable.**

### **3.5 Filling**

- (a) BPCL shall provide empty containers to XXXXXXXXXXXXXXXX.

XXXXXXXXXXXXXXXXXX shall be responsible for assuring that the quality and quantities specified as contents of any container filled by XXXXXXXXXXXXXXXX will be in full and/or correct measure and compliance with the quality and quantity shown on the label of the Packaged Product offered for acceptance at the Plant.

- (b) BPCL shall provide appropriate labels to XXXXXXXXXXXXXXXX as and when necessary or at the request of XXXXXXXXXXXXXXXX.

### **3.6 Quality of Finished Products**

- (a) XXXXXXXXXXXXXXXX shall perform for BPCL those mutually agreed quality control tests and procedures set forth in Exhibit A.

- (b) XXXXXXXXXXXXXXXX shall inform BPCL on the disposition of Finished Products which does not meet Manufacturing Specifications provided by BPCL within twenty four working hours upon the intimation by BPCL. Such Off-Specification Material shall be separately identified and kept in the plant pending the implementation of the instructions from BPCL. XXXXXXXXXXXXXXXX shall keep separately off specification material only in respect of the in-house Blending undertaking by XXXXXXXXXXXXXXXX.

- (c) BPCL and XXXXXXXXXXXXXXXX shall jointly conduct an investigation to determine the causes which lead to the said Finished Products not conforming to the prevailing BPCL Manufacturing Specifications. BPCL reserves the right to replace, at XXXXXXXXXXXXXXXX's cost, any of the Finished Products found to be non conforming to the prevailing BPCL's Manufacturing Specifications

### **3.7 Samples**

XXXXXXXXXXXXXXXXXX shall maintain a tamperproof & sealed sample of at least one liter from each batch of Finished Products re-packaged for BPCL. The sample(s) shall be maintained for at least six months from the date of drawal of sample and shall be given to BPCL upon written request.

### **3.8 Packaging Materials**

- (a) XXXXXXXXXXXXXXXX shall only use Packaging Materials provided by BPCL under this Agreement. XXXXXXXXXXXXXXXX shall coordinate with BPCL with respect to the delivery of such Raw Materials and Packaging Materials.

- (b) XXXXXXXXXXXXXXXX shall ensure all Packaging Materials are inspected on

random basis/cube-root method for defects against specifications provided by BPCL and no defective packaging materials is incorporated in the packaged products.

- (c) XXXXXXXXXXXXXXX shall not use any of BPCL's raw material other than for the filling of the Finished Products for BPCL
- (d) XXXXXXXXXXXXXXX shall inform BPCL of any laboratory Test Specifications values in writing that do not comply with the Specifications provided by BPCL within three days of its receipt of the particular laboratory Test Specifications.
- (e) BPCL may from time to time revise the characteristics and specifications of the products and BPCL will notify in writing XXXXXXXXXXXXXXX of the same before revision.
- (f) XXXXXXXXXXXXXXX shall ensure that the Raw Materials and Packaging Materials supplied by BPCL shall conform to respective specifications provided by BPCL.

Any materials supplied by BPCL if does not conform to BPCL laid down specifications, after storing at XXXXXXXXXXXXXXX 'S plant will not be used in filling of lubricants at plant. BPCL shall inspect such materials within three business days from the date of receipt and arrange disposal of the same. The total expense pertaining to loading, storage etc. of such defective materials shall be borne by XXXXXXXXXXXXXXX

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

XXXXXXXXXXXX shall endeavor to restrict the operational losses of Raw Materials, like finished bulk and packaging material to less than the permissible limit.

- a. Not withstanding above, XXXXXXXX will be required to analyse /explain the reasons for such loss in writing.
- b. No gain will be allowed for any product/ materials
- c. XXXXXXXXXXXXXXX shall forward to Plant monthly reconciliation in format approved by BPCL showing following details
  - o receipt of each input material
  - o packages filled
  - o Supplies made during the month
  - o any losses during the month
  - o physical stock balances on hand at the beginning and close of the month (listed by stock keeping unit [SKU],
  - o Finished Products, Packaged Products stocks
  - o Work-in-progress.

d. Repacker shall reconcile all Finished Products (bulk and packaged) deliveries each month by 3rd of the following month.

- e. The loss will be calculated based on the actual physical stock checking carried out by BPCL representative from time to time and not allowed on notional basis.
- f. Repacker cannot account losses flat at the maximum permissible limit
- g. However for any loss beyond permissible limit recovery will be made from Repacker.
- h. Loss towards off spec product

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

The packed products received from Repacker at depots can be verified in case of any requirement in line with the guidelines as per the QA Manual. At the time of receipt of finished packs, in case it is observed to be off spec (declared off spec by Plant QA/ BPCL )the Repacker should be informed about the off spec and advised to visit the consignee within two working days of receiving the information to verify the off spec product and jointly certify the statement confirming the material as off-spec. In case the Repacker fails to turn up within two working days then plant manager should go ahead of the recovery procedure and take other necessary action for reprocessing, etc. The recovery from re-packer towards off spec materials should be as follows:.

1. Value of oil if the oil after bulking cannot be reprocessed.
2. Cost of reprocessing, if the bulked oil can be reprocessed
3. Cost of all packaging material of the rejected lot irrespective of whether the product can be reprocessed or not.
4. The decision of Plant Manager will be final authority for deciding which oil can be reprocessed and which cannot be, and it will be based on approval from Plant Laboratory/ QA.

t. The recovery rate will be as per below:

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

3) Reprocessing cost : As decided by plant on the basis of existing average blending cost of similar grades which is confirmed by HQ Finance and associated expenses like transfer charges, transit loss etc..

u. The recovery towards off spec losses should be done on immediate basis and same will be advised by respective role holder at plant and the amount to be paid by Demand Draft/ Pay Order within one week from the incidence date of such

off specs.

- v. In case the of non payment by Repacker , within one week, the BG amount is required to be revoked by the plant Manager including the value of materials lying with Repacker.
- w. Plant Manager shall in all cases can take action for termination of contract under intimation to Head SCM .

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

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

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

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

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

- 6.1 BPCL shall have the right to inspect and test, or appoint a representative to inspect and test, at the Plant each batch of Finished Products re-packaged by XXXXXXXXXXXXXXX to determine if they meet BPCL's Manufacturing Specifications.
- 6.2 XXXXXXXXXXXXXXX shall from time to time during the Term (but not thereafter) at

the request of BPCL, perform such analysis as can be performed (as per exhibit A) in their laboratory to assist in evaluation of customers enquiries relating to the Finished Products.

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

Upon receipt of BPCL's written order sent to XXXXXXXXXXXXXXXX by fax or email, XXXXXXXXXXXXXXXX shall fill and make available at plant Finished Products to BPCL as per the delivery schedule given to the XXXXXXXXXXXXXXXX.

The aforesaid delivery shall be subject to availability of Raw material and packaging materials. However XXXXXXXXXXXXXXXX shall be accountable for the delay if any arising due to their operations except on account of force majeure and factors beyond their control.

Any delay

The Repacker has to maintain the Schedule of Call-off in the following format:

Sl no	Pack size	Product	Total requirement for the month	Agreed date of receipt of repacked materials at plant

The supplies by the XXXXXXXXXXXXXXXXs are required to be made as per advised delivery schedule. The XXXXXXXXXXXXXXXX will have to pay to the Corporation by way of penalty, an amount equal to 0.5% of the contracted price of the item so delayed for each week of such delay in delivery subject to a maximum of 5% of contracted price of that item. The penalty will have to be paid even in case of part delivery.

#### **Finished materials to e delivered either at BPCL Wadilube Plant or Central Ware House (CWH), Sewree.**

In case of delays from BPCL end for bulk supplies/ packaging materials supplies, hindrance register is required to be maintained by re packers and duly approved by BPCL. The no of days of delays because of BPCL will be reduced from the total number of days of delay for purpose of levying penalty if any.

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

#### **8.1 Invoices.**

Once a month XXXXXXXXXXXXXXXX shall invoice BPCL for the Charges for filling / repacking of Finished Products as agreed by BPCL & quoted by XXXXXXXXXXXXXXXX after Final negotiations dated XXXXXXXXXXXXXXXX under the Tender Reference XXXXXXXX DATED XXXXXXXX

XXXXXXXXXXXXX shall send all original invoices (in hard copy format) to BPCL at the address set out in the Tender Reference XXXXXXXXXXXXXXXX DATED XXXXXXXX



- 8.2 The Charges shall be inclusive of taxes like GST as per format in line with GST rules etc. and the same shall be reimbursed by BPCL to XXXXXXXXXXXXXXX immediately with necessary proof to be provided by XXXXXXXXXXXXXXX.
- 8.3 XXXXXXXXXXXXXXX, by delivering an invoice, represents and warrants that all documents submitted in support of its invoice are true and correct.

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

##### Payment Timing

Payment of charges for re-packing of Finished Products shall be settled through NEFT payment at Mumbai within 30 days of the month following the month in which services are rendered by XXXXXXXXXXXXXXX.

#### **Section 9 -Delivery; Title and Risk**

- 9.1 XXXXXXXXXXXXXXX shall make the repacked Products available at the Wadilube Plant of BPCL.
- 9.2 XXXXXXXXXXXXXXX shall arrange for the transportation of finished bulk and packaging material upliftment from BPCL plant and for finished products for Deliveries and shall be responsible to generate the invoice documents for each Delivery.
- 9.4 XXXXXXXXXXXXXXX shall be responsible to unload the Finished Products at the BPCL designated place and hand over the invoice documents to the BPCL. Prior to loading the Finished Products, XXXXXXXXXXXXXXX will thoroughly check the trucks for cleanliness as per vehicle inspection procedure given by BPCL

#### **Section 10 – Measurements**

- 10.1 **Bulk Loading for Trucks** : XXXXXXXXXXXXXXX shall be responsible for assuring that the quantities, specified as contents of a truck filled by XXXXXXXXXXXXXXX will be in full and correct measure and in compliance with the quantity shown or on the bill of lading to be delivered to BPCL. All measurements of bulk will be in L29.5 degree. Under no circumstances conversion of weight to kg will be allowed for receipts.
- 10.2 All volumes used for measurement shall be temperature corrected to 29.5 degree Celsius in accordance with the latest edition of the joint API/ASTM-IP Petroleum measurement tables. XXXXXXXXXXXXXXX shall ensure that the packing accuracies are within the statutory norms prescribed, and indemnifies BPCL in this regard with respect to the Standards of Weights and Measures Act and the rules are made there under ("SWAM").
- 10.3 XXXXXXXXXXXXXXX shall obtain and maintain licensed certification from Weights & Measures Dept. of all Filling, weighing machines & measuring devices affecting BPCL filling at least annually or more often if so required by applicable law. Copies of the licensed certification or evidence of metering device compliance will be provided to BPCL

## Section 11 - Independent Contractors

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

## Section 12 - Insurance

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

12.2 XXXXXXXXXXXXXXXX to insure adequately Stock of finished products packaging materials or any other material issued by BPCL etc lying with XXXXXXXXXXXXXXXX at any time against all perils like Theft, Fire, Floods civil commotion etc & Transit Risk. The true copies of the Insurance shall be provided by XXXXXXXXXXXXXXXX to BPCL from time to time.

12.3 The value for the purpose of insurance cover shall be based on input cost for one month's estimated repacking volume. The value of input cost may change time to time but as per current rate and as per projected volume successful bidder has to assure a sum of **Rs 3.97 Cr for all types of insurance [i.e. if different policies are taken all individual insurance will be of value Rs 3.97 Cr each]**. The party has to review the insurance cover as per the value declared by BPCL on monthly basis (Bulk/packed/packaging and other materials) and if any change is required due to change in input cost party has to revise insurance before commencing further operations.

Insurance should be valid for the period of contract + 6 months.

In case of any incidence when money is required to be claimed, all formalities like lodging the claim, providing necessary records , follow up for approval etc is required to be done by the Repacker.

## Section 13 - Taxes

13.1 XXXXXXXXXXXXXXXX shall guarantee to BPCL that it shall comply with all statutory formalities for the taxes applicable as per the Tender Reference WL/REP/19-21.XXXXXXXXXXXXXX shall maintain true and fair documentation as per the excise rules and undertakes that such records shall be available for inspection as and when required by BPCL. BPCL shall under no circumstances be liable to reimburse any excise levy on account of violation or non-compliance of any excise laws by XXXXXXXXXXXXXXXX. XXXXXXXXXXXXXXXX will provide a statement on a monthly basis giving details of Annexures of the products repacked by them.

13.2 Goods and Services Tax (GST), other taxes as applicable if any , the amount of these taxes

shall be separately itemized and identified. XXXXXXXXXXXXXXX shall provide BPCL on a timely basis with invoices, tax receipts and any other documentation that may be required for BPCL to obtain tax reimbursement, credit, abatement or refund of any taxes assessed against BPCL and collected by XXXXXXXXXXXXXXX.

13.4 XXXXXXXXXXXXXXX also confirms any payments/disputes during the tenure of the Agreement or after conclusion of the Agreement by way of Excise Audits/Inspections, if these amounts required to be paid by XXXXXXXXXXXXXXX, XXXXXXXXXXXXXXX shall pay the same and it will be XXXXXXXXXXXXXXX's liability alone and BPCL shall in no way be liable or obliged with the said liabilities or any part or portion thereof subject to the above said liabilities being caused due to negligence, willful act or omission of XXXXXXXXXXXXXXX or any of its employees, agents, associates, and representatives. XXXXXXXXXXXXXXX do hereby indemnify BPCL and keep BPCL indemnified and saved harmless of , from and against loss, damage and/or all costs, charges and expenses which XXXXXXXXXXXXXXX may incur or suffer on account of BPCL by reason of the aforesaid excise matters including any legal charges in respect thereof and including any further or future liabilities whatsoever on account of XXXXXXXXXXXXXXX and that this indemnity shall be fully effective and binding throughout and shall be binding upon XXXXXXXXXXXXXXX's successors and assigns to all intent and purpose that BPCL shall remain free from any liability or obligation and shall remain fully and truly saved harmless and indemnified absolutely and forever.

13.5 Without affecting the generality of the indemnity referred to hereinabove, XXXXXXXXXXXXXXX shall fully and effectively indemnify and keep indemnified BPCL, its successors, assigns, estate and effects, officers, employees from and against all losses or otherwise howsoever on account of non- implementation, non-observance or non-performance of the terms and conditions of the subject Agreement or instructions issued by BPCL from time to time, or by reason of the breach, non-observance or non-confirmation with the provisions of the relevant provisions of the Law for the purpose of providing the services under this Agreement as may be applicable including all Laws, Acts, Rules, Regulations, Codes, Guidelines, Notifications etc and all other Rules, Regulations and Bye- laws made there under or any other Statute, Rules, Bye-laws or Acts in respect thereof or in relation to any Municipal license/s or permission/s issued for the purpose of providing the services under this Agreement by any Central or State Government or legal or statutory public body or authority as may be applicable from time to time or otherwise howsoever arising to the end and intent that XXXXXXXXXXXXXXX's indemnity to BPCL shall be enforceable by BPCL under all circumstances envisaged including any loss or damage that may have resulted on account of any negligence or irregular use or handling by any person for and on behalf of XXXXXXXXXXXXXXX or by its employees and such indemnity shall be unconditional and irrevocable and shall not be discharged absolved or relieved on the ground that the loss or damage has arisen on account of any act or omission of any person over whom XXXXXXXXXXXXXXX has no control.

## **Section 14 -Force Majeure**

### 14.1 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

M/s XXXXXXXXXX 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.

M/s XXXXXXXXXX has no entitlement and BPCL 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 M/s XXXXXXXXXX due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

## **Section 15 - Assignment**

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

## **Section 16 - Hazards and Compliance with Environmental, Health and Safety Laws**

16.1 The Finished Products covered under this Agreement are or may become hazardous. On the basis of BPCL's Material Safety Data Sheets for materials, XXXXXXXXXXXXXXX shall inform and familiarize all employees, agents and contractor who may handle these materials of all hazards pertaining to them, goods made there from, all uses or applications thereof, containers in which the materials may be shipped or

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

- 16.2 XXXXXXXXXXXXXXXX shall assure and ensure for the necessary compliance with all laws, statutes applicable to filling / repacking of the Finished Products including environmental law or regulation with respect to air, water, groundwater or soil, or any pollution control laws in full and shall indemnify BPCL against any losses suffered by BPCL on account of any breach of such laws.
- 16.3 XXXXXXXXXXXXXXXX shall be responsible for compliance with all applicable governmental worker safety laws and regulations.
- 16.4 XXXXXXXXXXXXXXXX will include a copy of the relevant Material Safety Data Sheets with the shipping papers for all shipments.
- 16.5 XXXXXXXXXXXXXXXX will immediately notify BPCL in writing, within twenty four (24) hours maximum, of accidents involving BPCL Property on XXXXXXXXXXXXXXXX's property or within the XXXXXXXXXXXXXXXX's knowledge.
- 16.6 XXXXXXXXXXXXXXXX represents and warrants that it understands the hazardous nature of the substances which may be involved with the Services and the risks which are presented to persons, property and the environment.

### **Section 17 - Compliance with Applicable Laws**

In the performance of this Agreement, both BPCL and XXXXXXXXXXXXXXXX shall comply with all applicable Indian governmental laws, orders or regulations, management approvals, licences.

**Section 18 -  
Trademarks**

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

**Section 19 -  
Notice**

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

If to BPCL:

The Plant Manager, Wadilube  
BHARAT PETROLEUM CORPORATION LIMITED  
WADILUBE INSTALLATION  
MALLET ROAD  
WADIBUNDER  
MUMBAI -400009

If to XXXXXXXXXXXXXXXX:

XXXXXXXXXXXXXXXXXXXX XXXXX

Or to such other address as the addressee shall have by notice given to the other party in manner provided herein. A notice shall be considered delivered upon the earlier of (i) three (3) Business Days of the date following the date it was transmitted or mailed or (ii) acknowledgment of notice by the party(ies) to be notified.

**Section 20 -  
Arbitration**

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

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- (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 Mumbai
- (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.

## **Section 21 - Termination**

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

- a) If XXXXXXXXXXXXXXXX commit a delay, breach or default of any of the terms, conditions, covenants and stipulations contained herein.
  - b) XXXXXXXXXXXXXXXX, being a Company or organized body goes into liquidation whether voluntarily or compulsory or if a distress, execution or other process shall be levied upon or if an incumbrancer takes possession or a receiver is appointed of any part of the property of XXXXXXXXXXXXXXXX
  - c) If any attachment is levied and continued to be levied for a period of seven days upon XXXXXXXXXXXXXXXX's effects.
  - d) If XXXXXXXXXXXXXXXX is involved in any criminal offence relating to Moral Turpitude.
  - e) If a receiver is appointed of any of XXXXXXXXXXXXXXXX's property or assets.
  - f) If the license issued to XXXXXXXXXXXXXXXX by the relevant statutory authorities is cancelled or revoked.
  - g) If XXXXXXXXXXXXXXXX have made default in payment of any money of the BPCL without formal approval of the BPCL in writing.
  - h) If XXXXXXXXXXXXXXXX fail to adhere to the instructions issued to them by the BPCL from time to time in respect of the business condition herein.
  - i) If XXXXXXXXXXXXXXXX contaminate or tamper with the quality of BPCL's product given in you.
  - j) If the ownership / tenancy of the premises from which XXXXXXXXXXXXXXXX is carrying on the business if transferred/terminated for any reason whatsoever.
  - k) If XXXXXXXXXXXXXXXX ,itself or to its servant or agents commit or suffer to committed any act which in the opinion of the Executive Director (Lubes) of the BPCL is prejudicial to the interest or good name of BPCL or its product. Executive Director (Lubes) shall not be bound to give reasons to such decisions.
-

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

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

Without prejudice to the foregoing provisions or anything to the contrary herein contained either or the parties hereto namely you and BPCL shall be entitled to terminate this agreement on giving 90 days written notice to the other parties without assigning any reasons for such termination.

### **Section 22 - Remaining Stock on Expiration or Termination**

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

### **Section 23- Severability**

This Agreement is subject to all applicable laws and nothing herein is intended to violate any such law. If any Section or provision of this Agreement is held to be invalid or unenforceable by any court, the invalidity or unenforceability of such Section or provision does not affect the remaining provisions of this Agreement, and

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this Agreement shall be construed and enforced as if such invalid or unenforceable Sections or provision had not been contained in this Agreement.

**Section 24 -  
Entirety**

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

**Section 25- Waiver**

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

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

Any stamp duty and/or registration charges or other duties payable to this Agreement, if any would be borne by XXXXXXXXXXXXXXXX alone in full.

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

SIGNED for and on behalf of

..... by

Name

Title: xxxxxxxxxxxx BPCL

WITNESSES:

1.

2.

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SIGNED for and on behalf of

XXXXXXXXXXXXXXXXXX by

Name: ..... Title : Managing Director

WITNESSES

1.

2.

## **Exhibit A**

### **Quality Control Tests and Procedures**

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

##### **List of testing equipment/ facilities required for QC checks :**

The following equipment should be available for testing the oils:

- i. Thermometer (IP – 64 C)
  - ii. Hydrometer (.8500-.9000 & .9000-.9500) (L-Type)
  - iii. Standard Jars (25 ml, 50 ml ,100 ml, 500 ml and 1 lit )
  - iv. Viscometers (constant .04)
  - v. Stop Watch (Quartz make, 15 min., min. 1 seconds)
  - vi. Constant Temp. Bath (100°C) along with standard Thermometer ASTM 121 C
  - vii. PMCC-Flash point Apt. as per IS 1448:P-21
  - viii. Pour Point Apparatus as per IS 1448: P-10.
  - ix. Standard weigh balance
  - x. Standard weights
  - xi. Sampling apparatus
-

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

I) RANDOM QC CHECKS FOR PACKAING MATERIAL :

- 7) Visual appearance
- 8) Measurement of weight
- 9) Measurement of volume
- 10) Measurement of dimension
- 11) Colour
- 12) Bursting strength for cartons.

II) QC CHECKS FOR LUBE OILS :

- 11) Visual appearance
- 12) Density
- 13) Kinematic viscosity. at 100 Deg. C.
- 14) Kinematic viscosity. at 40 Deg.C.
- 15) Viscosity Index
- 16) Metals content
- 17) Flash point (COC) Deg.C.
- 18) Pour Point Deg.C.
- 19) Emulsion Characteristics
- 20) Foam Test

**PARTA: Technical Bid xviii (Format for Third Party Inspection (TPI) certificate)**

As per the requirement of tender published by BPCL Ref no \_\_\_\_\_, visit was made to the premises of M/s \_\_\_\_\_

**Registered office:**

**Address of the factory:**

This is to certify that

1. Original lease agreement/ ownership documents (as applicable) have been verified and the same is valid till ----- (Please mention validity )
2. Original Partnership deed (or documents as applicable for sole proprietorship/private ltd/public sector unit) have been verified and found to be in order as per legal requirements
3. All legal and statutory licenses applicable for running the factory and machineries including tank and filling machines have been checked and verified and are found to be in order for running the factory/machineries/facilities as per rules and laws of the land including ESI/PF license, factory license, Legal Metrology license and other licenses as applicable. Details to be submitted in the following format

Sr. No.	License/Approval	Statutory/Issuing body	Date of Issue	Validity upto

4. The following machines have been checked and verified to be owned by M/s \_\_\_\_\_ and are found to be in working condition (as applicable in line with requirement of tender)

Sr. No.	Machines (as per applicability)	Number (please mention number of each type of machine with make and year of manufacturing)	Rated capacity	Observation (machine working/not working)	Mandatory requirements
2	MRP printing machine				3 line printing complying Legal Metrology rules
3	Carton coding machine				Minimum height of print should be 70mm. Printing provision on both sides of carton.
4	Labelling machine (not applicable if the bidder participates only for category 2)				Minimum one number double sided label applicator for pasting of PP based labels of minimum 60microns with attachments to ensure proper pasting of labels

					including rollers and release plates
5	Induction sealing machine (not applicable if the bidder participates only for category 2)				Sealing should match with the speed of the filling line

5. **Total number of tanks:** M/s \_\_\_\_\_ has \_\_ no of tanks available for repacking for BPCL (Please mention the number of tanks along with capacity and calibration validity. Tanks should be above ground tank of MS (Mild Steel) make
6. **Total number of Intermediate Bulk Carrier (IBC):** (Please mention the number of tanks if available along with capacity and calibration validity )
7. **Quality check instruments available** with M/s \_\_\_\_\_ ( Please mention list of instruments along with calibration details)
8. **Total space available at factory of M/s \_\_\_\_\_:**
  - a) Total machine operating area:
  - b) Total space for loading/unloading area:
  - c) Total packaging material storage area:
  - d) Total finished product storage area:
(Please enclose layout of the plant indicating the above area)
9. **Filling capacity calculation working sheet**

**For HDPE containers**

**Details of Filling Machines available**

Sr. No	Make	Year of Mfg	Filling range in ml	Accuracy in % of filled quantity (Max 0.5% required)	Observation (machine working/not working)	Filter mesh size at product inlet line of machine

Sr. No	Pack Size	Minimum monthly requirement of BPCL KL (A)	Total monthly filling capacity available in KL (B)	Monthly filling capacity committed to other companies in KL (C)	Monthly spare filling capacity available for this tender in KL (D=B-C)	Remarks
1	175ml	2				For each pack size, column D
2	250ml	7				
3	350ml	2				

4	500ml	132				must be greater than A else bid will not be technically accepted
5	900ml/1L/1.2L	21				

Number of shift considered per day for calculation:\_\_\_\_\_

**\* All relevant papers including visit report to be enclosed by the Third Party Inspection agency**





**LETTER OF UNDERTAKING FOR IBC**  
**(to be notarized)**

I / We, in capacity of Owner / Proprietor / Attorney holder for the firm hereby undertake that I / We would procure 4 Intermediate Bulk Containers (IBC) of 1 KL capacity duly calibrated and stamped by Legal Metrology department with Calibration marking on 3 sides within 30 days of receipt of LOI if we qualify as successful Bidder for Tender Ref.....

I / We also understand and accept that LOI issued to us would be withdrawn and EMD amount would be forfeited if IBC as per requirement is not procured within 30 days

For \_\_\_\_\_  
(Signatory with company stamp)

## Check List for

Ready check list for documents to be submitted.

Sr. No	Particulars	Submission Online Only	Submission online or physical document
1	Signed entire Tender Document uploaded under tenderer login id through e-procurement system on <a href="https://bpcleproc.in">https://bpcleproc.in</a>		Y
2	Price Bid uploaded under tenderer login id through e-procurement system on <a href="https://bpcleproc.in">https://bpcleproc.in</a>	Y	
3	Tenderer's Covering Letter with list of documents submitted		Y
4	Details of relationship with BPCL Directors		Y
5	Proforma of Integrity Pact duly signed (all pages) by the same signatory who is authorized to sign the tender documents.		Y
6	Declaration by Tenderer		Y
7	Original Power of Attorney / Resolution of Board for the authorized signatory in case of firms other than sole proprietor.		Y
8	Duly filled Questionnaire as mentioned in in Part A Technical Bid (i) of tender document along with along with all supporting documents and TPI report. In case of any lack of supporting document tenderer will be disqualified.		Y
9	Attested acknowledged copy of the latest Income Tax Return filed and the copy of PAN Card		Y
10	Declaration for IBC (Intermediate Bulk Container)		Y
11	Attested copy of previous 3 years audited annual report i.e. 2016-17, 2017-18 & 2019-20.		Y
12	Attested copies GST registration certificate		Y