

NOTICE INVITING E-TENDER
BHARAT PETROLEUM CORPORATION LIMITED
MAK Lube Plant, Loni
Village Teela Shahbajpur, PO Loni, Distt. Ghaziabad-201102(U.P)
Tel: 0120-2682994, 2682995, 2682996



CRFQ No.	1000338748 dated. 19.09.2019
Subject	E- Tender for Repacking of Lubricant in Stand up pouches for MAK Lube plant Loni 2019-21
Pre-bid meet for tender condition clarification and e-bidding process will be conducted at BPCL Loni Lube Plant at Loni, Ghaziabad on	27.09.2019 at 11:00 hrs
Due date & time of submission of tender	11.10.2019 at 14:00 hrs
Date & time of opening of technical bid	11.10.2019 at 15:00 hrs at BPCL MAK LUBE PLANT, LONI
Contract period	For one year starting from the date of agreement extendable for another year on same rates, terms & conditions at the sole discretion of BPCL
Contact person	Mr Shubham Pratap Singh Assistant Manager (Ops) MAK Lube Plant Loni Mob: (+91)9811522240 Email: shubhampratap@bharatpetroleum.in
Contain Pages	46

Ref: LONI/STANDUP POUCH/19-21

Tender Enquiry for “Repacking of Lubricant in Stand up pouches for MAK Lube plant Loni 2019-21” for a period of one year & extendable to one more year at sole discretion of BPCL

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.

We are pleased to invite tender for Repacking of MAK Lubricants in Stand Up Pouches from vendors for a period of one year starting from the date of agreement extendable for another year on same rates, terms & conditions at the sole discretion of BPCL

The estimated requirement for repacking of stand up pouches in capacity 900 ml & 1000 ml is as follows:

Stand up pouch Pack Size	Estimated Vol for 1 year in KL	Estimated Vol. for 1 year in No. of Filled Cases	Approx. Estimated No. of Stand up Pouches to be filled in one Year	No. of Stand up Pouches in Each Case
900 ml	950	87963	1055556	12
1000 ml	250	20833	249996	12

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. 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.

The tender needs to be filled in two parts (Technical and commercial).

Both technical and commercial bids would be evaluated separately and independently. The vendor would be selected on L1 (lowest cash outflow) basis. Commercial bids of only those parties will be opened and considered who meet the technical requirements as per the tender. Decision of BPCL in this regard would remain final and binding

PART A: Technical Part

- a) The tenderer has to download the entire tender document. The tenderer should carefully go through PART `A` and `A1` i.e Technical Bid and reply to requirement given therein. The tenderer should duly sign/stamp the tender document along with all annexure (Annexure-1 to Annexure-11) as token of acceptance of all tender terms and conditions and upload the same in the website <https://bpcleproc.in> or submit the hard copy at the Loni Lube Plant. (address mentioned below)
- b) **EMD clause:** Vendors are required to submit Earnest money deposit along with the tender to the extent of 5% of the value of the total order, subject to maximum of Rs.1,00,000/- if applicable, in the form of demand draft in favour of M/s. Bharat Petroleum Corporation Ltd. and payable at New Delhi at our office in a sealed cover addressed to Plant Manager (Lubes), Loni .

EXEMPTION FROM EARNEST MONEY DEPOSIT:

- i) Public Sector Undertakings, State/Central Govt. are exempted from payment of Earnest money Deposit.
- ii) Small Scale Units registered with National Small Industries Corporation Limited (NSIC), are exempted from payment of Earnest Money provided:-
 - The Unit is registered for the item tendered.
 - The NSIC registration certificate should cover items offered against the tender.
 - Registration Certificate is valid as on the date of consideration of tender.
 - Technical bid is accompanied by a notarized copy of valid NSIC registration certificate.
- iii) Registration with DGS&D will not entitle the tenderer to claim exemption for Earnest Money Deposit.
- iv) Bidders registered as MSE need to submit the following documents:
 - Self attested copy of all the pages of EM-II certificate or Udyog Adhaar issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012
 - Certificate should include the registration of the unit for the item tendered
 - The registration certificate should be valid as on the date of opening of tender.

EARNEST MONEY DEPOSIT WILL BE FORFEITED IN THE EVENT OF –

- i. Withdrawal of offer while the offer is under consideration during the offer validity period.
- ii. Tenderer not accepting our Purchase Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
- iii. Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.
- iv. Any unilateral revision made by the tenderer during the validity period of the offer.

The quantitative capacity per annum of the party as per NSIC certificate should be more than the quantity specified in the tender. Otherwise the party will not be considered for benefit under NSIC scheme.

Vendor submitting EMD must fill Demand Draft details online on E-Tender site as well as submit the hard copy at MAK Lubes Plant Loni before due date & time. Bidders who are exempted from submission of EMD, please fill “00” in EMD envelope on E-Tender site.

- c) **The detailed technical requirement to be fulfilled as mentioned in PART A1**

The parties should submit all the necessary papers (physical documents) as mentioned in the page number 5,6,& 7 along with the EMD amount as per EMD clause and the entire tender document (pg 1 to 47) duly stamped and signed in a sealed envelope at the below mentioned address before the due date and time or the same should be uploaded on E-tender site. Documents pertaining to exemption of EMD as mentioned in the column for EMD also need to be submitted. Please note that non-submission of the technical bid documents within the due date 11.10.2019 will result in disqualification of the party and the price bid of such party will not be opened. The party also has to participate in the technical bid online.

**Bharat Petroleum Corporation Ltd.
MAK Lube Plant,
Village Teela, Shabajpur,**

*PO Loni, Distt. Ghaziabad
Uttar Pradesh - 201102*

In case the information/documents provided by the bidder are found false or incorrect or fabricated, the tender submitted by bidder will be summarily rejected without assigning any reasons thereof. The parties must put their price bid online. Prices/rates should not be mentioned in any of the technical document that has to be submitted. Any such violation may lead to disqualification from tender of such party.

PART B : PRICE PART

Price part (Format for quoting)

It is the sole responsibility of the tenderer to arrange for digital signature certificate and digital encryption certificate for quoting online. Please do not fill the rates in the price bid format given on Annexure -7.

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

Pre-bid meeting will be held at below mentioned address on 27.09.2019 at 11:00 am.

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

PART A1: TECHNICAL PART AS PART OF (A)

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 (2015-16, 2016-17, 2017-18) along with latest (2016-17, 2017-18, 2018-19) ITR documents. For a new vendor (in case of absence of mentioned financial requirements) latest bank solvency of Rs 50 lakhs issued by a scheduled bank should be submitted in original.
- 2) Filled up Questionnaire as below along with documentary proof as per Bid Qualification Criteria and Third party Inspection report.

Bidders should meet both the Bid Qualification Criteria and Technical Requirements as given in the tables below.

TABLE 1: BID QUALIFICATION CRITERIA FOR REPACKING OF STAND UP POUCHES			
SNNo.	PARAMETER	REQUIREMENT	TPIA Certification Mandatory (TPIA- Third Party Inspection Agency)
A. COMPANY/PREMESIS REQUIREMENTS			
1	Year of Establishment	Copy of registration / First PO received	Yes.
2	Name & Address of the Proprietors/Partners/ Directors	Copy of partnership deed duly registered as applicable to be submitted	Yes.
3a	Factory under own possession.	Copy of the Proof of assets, land building.	Yes.
3b	Factory under leasehold, details of the same	Copy of lease agreement and latest rent receipt (lease to be valid for the entire contract period.	Yes.
B. INFRASTRUCTURE/FACILITIES REQUIREMENTS			
4	Storage tank for finished bulk	Minimum 1 tank of capacity 12KL to 24KL (with Valid calibration certificate) dedicated for BPCL.	Yes.
5	Bulk Tank Lorry	Minimum 1no of TL of capacity 12KL to 24KL capacity (with Valid calibration certificate with permitted carrying capacity) to be either owned or attached and should not be more 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.
6	Total filling capacity of stand up pouches (in KL) per month basis?	Vendor has to submit calculation sheet for total capacity	Yes.
6a	Filling capacity of stand up pouches available for BPCL in kl (per month basis considering 900ml-1L stand up pouch)	Min 125 KL/ month filling capacity should be available for BPCL.	Yes.
6b	Accuracy of filling machine and weights and measure stamping	Filling accuracy of maximum Tolerance of 0.5% of product volume filling in each pouch is allowed.	Yes.
7	Inkjet Printing arrangement for machines	Minimum 1 no. of printer in each filling line with minimum 3 line printing provision	Yes.
8	Spout fixing arrangement	Please mention the arrangement for spout fixing	Yes.
9	Carton Coding M/c	Minimum 1 set of carton coders(with 2 heads front and back)	Yes.
10	Band Sealing Machine	Please mention the arrangement for band sealing machine	Yes
11	QC Lab	Pl. mention list of equipments (Minimum list of equipments as per point no. 31 of General Terms & Conditions)	Yes.
12	Space Requirement	Third party Inspection report (TPI) as per format to be submitted	Yes.
13	Warehouse for Packaging Material	Min 100 Sq. Mtr. Area dedicated for this tender	Yes.

14	Warehouse for Finished Products	Min 200 Sq. Mtr. Area dedicated for this tender	Yes.
15	Space for machines/ workforce and equipment movement – covered area	Min 300 Sq. Mtr.	Yes.
16	Unloading / loading area	Min 200 Sq. Mtr	Yes.
C. STATUTORY REQUIREMENTS			
17	Please specify the statutory Licenses/certifications applicable obtained for your unit (copies to be enclosed)	Copies to be submitted.	Yes. TPIA verification and certification of the all the statutory requirements. Desired statutory license copies to be verified, certified by TPIA and submitted. Also TPIA statement to confirm on the availability of all required statutory license with the party.
a	PAN No.	Copy of PAN card to be submitted	
b	ESI/PF registration	Copy of ESI and PF registration to be submitted	
c	GST registration no	Provide GST certificate copy	
d	Factory License along with approved layout copy of the factory/premises	Provide copy	
e	IT registration copy and ITCC	Provide copy	
f	Pollution control board certificate	Provide copy	
g	Approval from Local labour commissioner (as applicable)	Provide copy	
h	Legal Metrology approval for repacking and stamping of filling and weighing machines.	Provide copy	
D. FINANCIAL REQUIREMENTS			
18	Financial Requirement	Should have Positive Net worth	
		Should provide audited balance sheet and P&L accounts for last three financial years (2015-16, 2016-17, 2017-18) along with latest (2016-17, 2017-18, 2018-19) ITR documents.	
	In case of new vendor(absence of above financial requirement) , vendor should provide bank solvency certificate for minimum Rs 50 Lakhs		

Third party inspection report to be submitted for Table 1 as per Sample format given in Annexure -10. However all the points mentioned in Table 1 must be included in Third Party inspection Report

TABLE 2: TECHNICAL CRITERIA FOR REPACKING OF STAND UP POUCHES			
Sl.No	PARAMETER	REQUIREMENT	TO BE FILLED BY VENDOR
1	Name of the vendor	Please mention	
2	Type of firm (Whether Sole proprietary /partnership /Private Limited or Public Limited Co.	Please mention	
3	Address of registered office	Please mention	

4	Address of factory from where the operation is intended to be done (should be only one for a single Job Category)	Please mention	
5	Contact person/ telephone number	Please mention	
6	E mail address	Please mention	
7	Please enclose the approved copy of the factory / unit layout plan	Approval from factory Inspector as applicable is required. Provided the approved layout.	
8	Whether small scale/MSE Industry	If yes, relevant registration paper required	
9	NSI Certificate as applicable	Registration certificate to be provided as applicable	
10	Manpower available with Party	Vendor should have minimum one experienced supervisor one technician who can take care of all QC and other Operational requirements . Provide list with designation and experience staff or provide the declaration for engaging the same before start of operations. Vendor to provide declarations of the desired skilled and unskilled manpower availability.	
11	Filtration Arrangement	Vendor to confirm that 200 mesh filter in filling line and 100 mesh unloading line will be provided for operations	
12	HSSE policy	Documented policy to be submitted	
13	ISO Certificate	Provide the copy of the certificate if certified	
14	Allied Machinery Details	Provide the List of machinery details	
15	Calibrations certificates	Provide copies of all the calibrations certificates of machines and equipments etc	
16	Tanks Calibrations Certificates	Provide calibration certificates of storage tanks, tank lorry etc	

Please note that all the above documents have to be self-certified (signed and stamped) before physical submission or upload.

The technical evaluation will be based on the above mentioned parameters independently for each category (as mentioned in Table 1 and Table 2). 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 for Table 1 as per sample format given in **Annexure-10**. TPI done by BPCL approved parties only will be considered for evaluation. Parties which are approved by BPCL are IRS/ DNV/ LRIS/ EIL/ TATA Projects/ PDIL/ ULIPL/ RITES Ltd./ BVIS/ SGS/GLISPL/UL/ MECON/ICS/CEIL

Cost of TPI (Third Party Inspection) to be borne by bidder

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) DURATION OF THE CONTRACT:

For one year starting from the date of agreement for one year and extendable for another year on same rates, terms & conditions at the sole discretion of BPCL

3) Rates : Please offer firm rates of Repacking for entire contract period.

4) Scope and System of operation

i) Scope :

The total operation for Repacking should be carried out as per Instructions and Guidelines issued by BPCL Loni, from time to time. The scope of job will be broadly as follows:

- a) Reporting to plant at the beginning of the month, receiving the call ups for Repacking and acknowledging the call offs from the plant.
- b) Making detailed plan for production and submitting the same to BPCL
- c) Uplifting input materials from plant and also getting the supply schedule from BPCL
- d) Receiving and unloading of input materials and Goods receipt in Register and / or ERP system if given by BPCL
- e) Repacking
- f) Dispatches as per instruction of the Officer in Charge to BPCL including loading and unloading
- g) Preparing Challans and other documentations for dispatch and comply all statutory requirement like GST,ESI,PF, Factory License etc as applicable
- h) Stock Checking as per BPCL requirement.
- i) Stock Reconciliation

ii) System of operation :

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

- a) 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.

- b) Issue of Bulk Products: Material will be issued to you from Mak Lube Plant, Loni. The bulk will be uplifted by you in your transport (Tank Lorries) at your own risk and cost. 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.

The tank lorry is required to be calibrated by the Legal Metrology department. In case of any doubt of malpractice, 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.

- c) Issue of Packaging Material: The Packaging Material like empty Standup pouches, caps, cartons, BOPP Tapes, etc. has to be collected from our plant at Loni at tenderer's own transport including loading and unloading arrangements.

You shall check that all empty Standup pouches, caps, cartons, BOPP Tapes, 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 Loni Lube 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.

- d) On receipt, at your filling site, Lube oil shall be tested for density, temperature and relevant tests (as per point no. 30 of General Terms & Conditions) by you after drawing random samples to ensure that it matches the specifications given by **BPCL, Loni Lube Plant, Distt Ghaziabad, UP**. You shall also maintain proper records of such testing.

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

to ensure the quality of mixed product is within tolerance limit.

- e) 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.
- f) 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 standup pouches shall be properly sealed by you.
- g) The filled pouches should be packed in corrugated fiberboard boxes. Both bottom and top flaps of the box shall be appropriately sealed with BOPP tape as per BPCL color coding after filling with pouches
- h) All necessary equipment, apparatus etc and labour required for carrying out the above job, to the satisfaction of BPCL, Loni Lube Plant shall be arranged by you at your cost
 - i) 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.
 - j) 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.
 - k) You will also observe all quality control measures as may be laid down by BPCL, Loni Lube Plant 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.
 - l) **Maximum Retail Price (MRP), Date of Manufacture, Batch number and Address of repacker on filled pouches will be printed only by inkjet printing and should comply with legal metrology requirement.**
 - m) **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.
 - n) 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.
 - o) You shall not infringe, copy, imitate or otherwise deal with brand name, trade, merchandise marks or devices of designs/copyright belonging to us.
 - p) Repacker to have facility to adopt the process of Bar-coding if BPCL introduces the same in

these packs without any additional costs.

- q) 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 Loni, the entire lot shall be rejected.
- r) Every consignment shall be accompanied with batch test report, as per the format provided by BPCL.
- s) Stock keeping: The stocks of BPCL are required to be kept at dedicated place/ tank as directed by BPCL and should be easily assessable by BPCL officials for stock checking at any point of time. Physical stock check shall be done along with the BPCL representative on Monthly basis. The format of Monthly Stock Check Report is given below:

STOCK CHECK FORMAT

Vendors Name: -----

Date: -----

Vendors Representative: -----

Vendors Address : -----

BPCL officer Name ----- Designation

BPCL officer Name ----- Designation

Finished bulk product tanks:

S.no	Tank	Material	Batch no	Dip in cm	Temperature	quantity
1						

Product in pack:

S.no	Material	Batch no	Product bulk	Pouches	Carton	Tape
1						

RAW Material:

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

Off spec finished product bulk:

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

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

Place

Date

vender s signature -----

With stamp

Verified by:

BPCL officer's signature:

1 -----

2-----

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

- t) 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.

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.

6) **Bank Guarantee/Security Deposit :**

Successful vendor shall be required to give us a security deposit of Rs 25 lacs. The security deposit is to be given in the form of Bank Guarantee (as per BPCL format) drawn on scheduled bank. The Bank Guarantee towards security deposit should remain valid for contract period + an additional period of six months from the date of LOI . Please note that no interest shall be payable on such security Deposit. The same shall be refunded on the completion of the contract to our satisfaction. No exemption is allowed for this deposit , since this is required against product issued to vendor. The Bank guarantee has to be issued in favour of Bharat Petroleum Corporation Limited, from a scheduled bank. The Bank guarantee will be independently verified by us.

7) **Insurance :**

Party has to submit the insurance of minimum Rs 1.7 Crores in two parts as mentioned below :

- a) Insurance of minimum Rs 1.2 Crore for stock of Lube oil, empty pouches, cartons, caps, tape, filled pouches etc, lying with the repacker against all perils like theft, fire, floods civil commotion, etc.
- b) Also, party has to submit the insurance of minimum Rs 50 lakhs for any kind of risk during in-transit viz. theft, accident, collision, etc.

The Insurance policy shall be endorsed in favour of Bharat Petroleum Corp. Ltd. and shall be submitted to Plant in original within 15 days from the date of issue of letter of intent (LOI). The party to review the insurance cover as per the value declared by respective Plant Manager BPCL on monthly basis (Bulk/packed/packaging and other materials) and party has to extend all

cooperation in insurance related activities. Insurance should be valid for the period of contract + 6 months. Insurance has to be agreement wise.

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

The vendor has to submit Bank guarantee and Insurance as per requirement within 15 days from date of issue of Letter of Intent (LOI). Commencement of work shall not start unless and until all formalities as per the requirement is completed.

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. Re packer cannot account losses flat @ 0.1 %. Any loss beyond 0.1% will be recovered from the repacker. Accounting of loss/ gain should take place product/ packaging material wise. Also, loss/gain of a month cannot be carried forward in the next month and recovery towards losses has to be made on monthly basis by the 10th of the following month. 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.
- iii) 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, 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 :

- i) 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.
- ii) Packaging Material: LPUP (basic) + GST + Other charges + transportation charges+ penal charges of 15 % of the total.
- iii) 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 BPCL, Loni 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, Loni 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, Loni 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 Loni 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 Loni LOBP in Bulk. You shall also advise the same to Plant Manager, Loni latest by 2nd 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 Loni Lube Plant. 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) License:

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

- 27) 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.

28) 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.

29) Quality Assurance :

- a) 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:
- i) QA check for all receipt of input materials like Bulk Oil, packaging materials etc.
 - ii) Clearing the sample for package filling / bulk filling.
 - iii) Check the line samples before start of the filling operations.
 - iv) Check the first, middle and Final filling samples of the shift for every grade that is taken , as per Q.C. Manual, Lubricants.
 - v) On line filling process control checks at regular intervals for weight, colour, density , MRP & label artwork etc of the product for small packs filling.
 - vi) 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.

30) The QA procedure will be as below :

Repacker shall perform for BPCL those mutually agreed quality control tests and procedures. Quality Control Check which Repacker should be able to do in his premises are as under:

A) RANDOM QA CHECKS FOR PACKAGING MATERIAL:

- i. Visual appearance
- ii. Measurement of weight
- iii. Measurement of volume
- iv. Measurement of dimension
- v. Colour
- vi. Bursting strength for cartons.

B) QA CHECKS FOR LUBE OIL :

- i. Visual appearance
- ii. Density
- iii. Kinematic viscosity. at 100 °C
- iv. Kinematic viscosity. at 40 °C
- v. Viscosity Index
- vi. Metals content
- vii. Flash point (COC) °C
- viii. Pour Point °C
- ix. Emulsion Characteristics
- x. Foam Test

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. 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.

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.

31) 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

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

ANNEXURE- 1

(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 of _____ do hereby undertake to pay to (name of contractors/supplies/sellers/buyers*) the Corporation an amount not exceeding Rs. _____ against any loss or damages caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said contractors/suppliers/sellers/buyers if any of the terms and conditions contained in the said agreement/purchase order/letter of intent/contract.

2. We, _____ do hereby undertake

(indicate the name of the bank)

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

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

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

4. We, _____ further agree that the

(Indicate the name of the bank)

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

Corporation certifies that the terms and conditions of the said agreement/purchase order/letter of intent/contract *have been full and properly carried out by the said contractors/suppliers/sellers/buyers * and accordingly discharge this guarantee.

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

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

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

7. We, _____ lastly undertake

(indicate name of the Bank)

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

Dated the _____ day of _____ 200__.

For _____.

(Indicate the name and address of the bank)

***Strike out words not applicable.**

ANNEXURE-2

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 hereinbelow :

- (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 DELHI*
- (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 ”*

Bharat Petroleum Corporation Limited.
Seal

Witness

Party
Seal

ANNEXURE-3

TERMINATION CLAUSE

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

1. If you commit a delay, breach or default of any of the terms, condition, covenants and stipulations contained herein.
2. Upon death or adjudication as insolent 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 cooperative society.)
3. If any attachment is levied and continued to be levied for a period of seven days upon your effects.
4. If you are involved in any criminal offence relating to Moral Turpitude.
5. If a receiver is appointed of any of your property or assets.
6. If the license issued to you by the relevant statutory authorities is cancelled or revoked.
7. If you have made default in payment of any money of the BPCL without formal approval of the BPCL in writing.
8. If you fail to adhere to the instructions issued to you by the BPCL from time to time in respect of the business condition here in.
9. If you contaminate or tamper with the quality of BPCL's product given in you.
10. If the ownership /tenancy of the premises from which you are carrying on the business if transferred /terminated for any reason whatsoever.
11. If you , yourself or to your 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.
12. 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.
13. In the event of BPCL terminating this agreement under the provisions of this clause it shall not be liable to pay for any loss or compensation in respect of such termination.

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

ANNEXURE-4

FORCE MAJEURE CLAUSE

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

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

ANNEXURE-5

PENALTY CLAUSE FOR DELAYED DELIVERY

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

SUB-LEASING & CENVAT CLAUSE :

SUB-LEASING

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

RISK PURCHASE CLAUSE:

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

ANNEXURE-6

(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

LIST OF RELATIVES

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

- ❖ He / She / They are members of Hindu Undivided family or
- ❖ He / She / They are Husband & Wife or
- ❖ The one is related to the other in the manner indicated below:

- i) Father
- ii) Mother (including Step Mother)
- iii) Son (including Step Son)
- iv) Son's Wife
- v) Daughter (including Step Daughter)
- vi) Father's Father
- vii) Father's Mother
- viii) Mother's Mother
- ix) Mother's Father
- x) Son's Son
- xi) Son's Son's Wife
- xii) Son's Daughter
- xiii) Son's Daughter's Husband
- xiv) Daughter's Husband
- xv) Daughter's Son
- xvi) Daughter's Son's Wife
- xvii) Daughter's Daughter
- xviii) Daughter's Daughter's Husband
- xix) Brother (including Step Brother)
- xx) Brother's Wife
- xxi) Sister (including Step Sister)
- xxii) Sister's Husband
- xxiii) Wife's brother
- xxiv) Mother's brother
- xxv) Wife's brother

ANNEXURE-7

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

Sr. no.	Particulars	Tendered Qty for one year (in no. of pouches)	Repacking Charges (in Rs per pouch) (excluding GST) to be put by bidder*	GST(%)to be put by bidder*	GST Amount (Rs)	Total (auto calculation) (Rs)
1	900 ml	1055556	PLEASE DO NOT FILL RATES HERE. RATES TO BE FILLED ON-LINE ONLY			
2	1000 ml	249996	PLEASE DO NOT FILL RATES HERE. RATES TO BE FILLED ON-LINE ONLY			

* This is an online tender and bidder should enter number very carefully. Commercial/Price Bid has to be put online only and should not be mentioned here or on any other document

ANNEXURE-8

Declaration

I certify that –

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

I also certify that M/s. _____

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

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

Organization	
Name	
Designation	
Signature & stamp /seal	
Date & Place	

ANNEXURE-9

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

Declaration

Sub.: Contract / Work Order No.: Dated

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

- 1) We shall ----
 - a) Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious disease.
 - b) Be responsible for and arrange and bear costs of such equipments, cleaning materials, uniforms and other paraphernalia necessary to render effectively the services required by M/s. Bharat Petroleum Corporation Limited [hereinafter referred to as “the Corporation”].
 - c) Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Corporation under the above contract and shall maintain proper books of accounts, records and documents. We shall, however, as the employer have the exclusive right to terminate the services of any of our employees and to substitute any person instead.
 - d) Comply in all respects with the provision of all statutes, , rules & regulations applicable to us and/or to our employees and in particular we shall obtain the requisite license under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules made thereunder.
 - e) Ensure that our employees while on the premises of the Corporation or while carrying out their obligations under the contract observe the standards of cleanliness, decorum, safety and general discipline laid down by the Corporation or its authorised agents and the Corporation shall be the sole judge as to whether or not we and/or our employees have observed the same.
 - f) Employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of the Corporation.
 - g) Ensure that our employees will not enter or remain on the Corporation’s premises unless absolutely necessary for fulfilling our obligations under the contract.
 - h) Not do or suffer to be done in or about the premises of the Corporation anything whatsoever which in the opinion of the Corporation may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the Corporation.
 - i) Not do or suffer to be done in or about the premises of the Corporation anything whereby any policy of insurance taken out by the Corporation against loss or damage by fire or otherwise may become void or voidable.
 - j) Be liable for and make good any damage caused to the Corporation’s properties or premises or any part thereof or to any fixtures or fittings thereof or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.
 - k) Indemnify and keep indemnified the Corporation, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Corporation by or on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Corporation may now or hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance

or observance or non-observance by us of any of the terms and conditions of the contract. Without prejudice to the Corporation's other rights, the Corporation will be entitled to deduct from any compensation or other dues payable to us, the amount payable by the Corporation as a consequence of any such claims, demands, costs, charges & expenses. The Corporation shall not be responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about the Corporation's property and premises and in the event that the Corporation is made liable to pay any damage or compensation in respect of such employees, we hereby agree to pay to the Corporation such damages or compensation upon demand. The Corporation shall also not be responsible or liable for theft, loss, damage or destruction of any property that belongs to us or our employees lying in the Corporation's premises from any cause whatsoever.

- 2) It is hereby declared that we are, for the purposes of this contract, independent contractors and all persons employed or engaged by us in connection with our obligations under the contract shall be our employees and not of the Corporation. On the expiration of the contract or any earlier determination thereof, we shall forthwith remove our employees who are on the Corporation's premises or any part thereof failing which, our employees, agents, servants, etc. shall be deemed to be trespassers and on their failure to leave the Corporation's premises, the Corporation shall be entitled to remove all persons concerned [if necessary, by use of force] from the Corporation's premises and also to prevent them [if necessary, by use of force] from entering upon the Corporation's premises.
- 3) We hereby undertake and declare that, in the event the workmen / employees / persons engaged by us ["the Contractor's employees"] to carry out the purposes hereof, attempt to claim employment with the Corporation or attempt to become so placed, then in all such cases, we shall assist the Corporation in defending all such attempts of the Contractor's employees

AND

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

AND

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

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

**To be witnessed by
Notary or by an official
of BPCL**

**Contractor's Signature
or
Authorised Attorney**

ANNEXURE-10

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
1	MRP printing machine				3 line printing complying Legal Metrology rules
2	Carton coding machine				Minimum height of print should be 70mm. Printing provision on both sides of carton.
3	Band Sealing machine				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. **Quality check instruments available** with M/s _____ (Please mention list of instruments along with calibration details)
7. **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)

8. Filling capacity calculation working sheet

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	900 ml	80 KL per month				Column D must be greater than A else bid will not be technically accepted
2	1 Lit	20 KL per month				

Number of shift for calculation should be considered as 8 hours working per shift

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

ANNEXURE-11

Draft format for agreement

(Any inadvertent typographical error would be duly corrected in the final agreement)

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

1. BHARAT PETROLEUM CORPORATION LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at BHARAT BHAVAN 4 & 6 CURRIMBHOY ROAD BALLARD ESTATE MUMBAI 400001 Maharashtra India ("BPCL") and

2. Party Name:

3. **WHEREAS:**

(A) BPCL produces a diverse range of products, from petrochemicals and solvents to aircraft fuel and specialty lubricants and markets them through its wide network of Petrol Stations, Kerosene Dealers, LPG Distributors, Lube Shoppes, besides supplying fuel directly to hundreds of industries, and several international and domestic airlines.

(B) _____. owns and operates the Plant (as defined in section 1 of this Agreement) for the repacking of lubricant oil.

(C) BPCL will provide the Lubricating oil in bulk, Packaging Materials for the repacking of lubricant oil (as defined in Section 1 of this Agreement). The bulk and packaging materials has to be uplifted from our BPCLlube plant at tenderers own transport including loading and unloading arrangements.

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

NOW, THEREFORE, the parties hereto agree as follows:

Section 1 - Definitions

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

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

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

"India" shall mean the Republic of India.

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

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

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

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

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

"Plant" shall mean _____.

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

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

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

"Term" shall mean the period starting on the date of agreement and ending at midnight on the day on which this Agreement for whatever reason terminates or expires

Section 2 – Duration

2.1 This Agreement shall be for a term of one year commencing on ***** to ***** . This Agreement may further be extended on same rates terms and conditions at the sole discretion of BPCL. This agreement may be terminated by as per the Termination Clause mentioned in the Tender Reference _____.

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

Section 3 - Repacking of Finished Products and Associated Services

3.1 Repacking and Delivery of Finished Products:

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

SYSTEM FOR OPERATION :

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

- a) BPCL will supply you oils in bulk, which will have to be uplifted by _____ in Tank Lorry transport at their own risk and cost from our ***** Plant, ***** The Tank Lorry should be cleaned (internally & externally) before upliftment of bulk oil. Ownership of the product during transit is with _____.
- b) _____ will uplift Pouches, caps, cartons, & BOPP tapes from ***** per instructions from *****

_____ shall also arrange to keep stock of Pouches, caps, cartons, & BOPP tapes etc. as advised by BPCL which may be minimum of 15 day coverage (for each grade/ pack) at any point of time.

- c) On receipt, at _____ filling site, Lube oil shall be tested for density, temperature and relevant tests by _____ after drawing random samples to ensure that it matches the specifications given by BPCL, BPCL lube. _____ shall also maintain proper records of such testing.
- d) _____ .. shall arrange for keeping all pipelines and filling systems internally clean.
- e) All necessary equipment, apparatus etc and labour required for carrying out the above job, to the satisfaction of Plant Manager BPCL lube, shall be arranged by _____ .. at your cost.
- f) Filling and weighing machines suitably approved and duly stamped by the Weights & Measures Dept. only shall be used. Filling accuracy will be monitored for volume specified @ 29.5 deg. C on the packs.
- g) Any inaccuracy in filling shall be viewed seriously and repetition of the same shall be considered as breach of contract, leading to termination of contract.
- h) _____ .. will also observe all quality control measures as may be laid down by BPCL, BPCL lube from time to time. The above QC guidelines are as per the prevailing requirements. However, they are subject to change from time to time and will be intimated to you accordingly. _____ .. are required to ensure compliance immediately and if it requires to put up additional facilities one month period will be given for the compliance from the date of intimation of the same.
- i) Maximum Retail Price (MRP) on filled pouches will be printed only by inkjet printing. Changes to any of the arrangement set out in this Section 3.1 can only be implemented after written confirmation given by BPCL to _____ .. .

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

REPACKING CHARGES:

Sr. No.	Repacking Size	Quantity in nos. of filled Standup Pouches	Rate of Repacking (Rs. Per pouch)
1.	900 ml		
2.	1000 ml		

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

3.4 **Storage**

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

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

(c) BPCL will conduct monthly stock check at the premises of----- , on 1st available working day of the month. _____ has to assist BPCL in stock checking and sign the joint stock checking report. _____ has to stack/ store the products properly to facilitate stock checking.

(d) BPCL reserves the right to do surprise checking, sampling of their product at the premises of _____.

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

3.5 **Quality of Finished Products**

_____ .. shall perform for BPCL those mutually agreed quality control tests and procedures

3.6 **Samples**

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

3.7 **Raw Materials and Packaging Materials**

(a) _____ .. shall only use Packaging Materials provided by BPCL & BPCL

nominated suppliers in the repacking of Finished Products under this Agreement. _____ .. shall receive such Packaging Materials, from BPCL's nominated suppliers. _____ .. shall coordinate with BPCL's nominated suppliers with respect to the delivery of such Packaging Materials.

(b) _____ .. shall ensure all Packaging Materials are inspected on random basis/cube-root method for defects against specifications provided by BPCL and no defective packaging materials are incorporated in the packaged products.

(c) _____ .. shall inform BPCL of any laboratory Test Specifications values that do not comply with the Specifications provided by BPCL, within three days of its receipt of the particular laboratory Test Specifications.

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

3.8 Operational Loss of Raw Materials, Packaging Materials and Finished Products.

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

- i. **For Bulk Material** : For Losses beyond 0.1 % for bulk product recovery will be made as per rate of DBP in barrel 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 + transportation charges, if applicable + penal charges of 15 % of the total value.

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

a) Loss towards off spec product :

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

The packed products received from re packer should be verified in line with the guidelines as per the Operations Manual and QC Manual. At the time of receipt of finished packs, in case it is observed to be off spec (declared off spec by Plant QC) because of any reason, the entire batch is required to be taken under the custody of by the plant Manager and bulked. Vendor should bear cost of bulking. The re-packer should be informed about the off spec and advised to visit the plant within two working days of receiving

the information to verify the off spec product and jointly certify the statement confirming the material as off-spec. In case the re-packer fails to turn up within two working days then plant manager should go ahead of the recovery procedure and take other necessary action for reprocessing, etc. The recovery from re-packer towards off spec materials should be as follows:.

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

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

3.9 _____ shall arrange to provide for proper training and development of all _____ staff in proper quality assurance and repacking to meet the norms specified by the BPCL.

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

3.10 _____ .. shall maintain proper records of receipt of Pouches / empty cartons/ BOPP tapes/ lubricating oils in bulk and, filling done, dispatches of filled pouches, opening & closing of stock of lub oils/ pouches / empty cartons / BOPP tapes/ filled pouches. _____ .. shall also advise the same to Plant Manager, BPCL lube latest by 2nd of every month for previous month.

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

3.12 _____ .. shall maintain business secrecy and BPCL marketing discipline in full. _____ .. shall observe formalities relating to GST provident fund registration etc. whichever are applicable to the repacking activity. The Packaging material/ bulk issued from Plant against

4 (5 a) should be returned to BPCL within period adhering to GST norms

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

3.14 _____ shall maintain inventory of filled cases in different packs for 100% fulfillment of monthly call ups

3.15 _____ .. shall deliver properly packed filled pouches to BPCLlube Plant time to time, as per Purchase Orders/Call-ups.

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

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

3.18 _____ shall maintain manual documentation for stocks (oil, pouches, cartons, BOPP tapes, etc.) as per instructions of BPCL-BPCL. BPCL may provide software if found necessary and desirable.

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

Section 4 -Confidentiality

4.1 A party (Recipient) shall maintain the confidentiality of all data and technical information supplied by the other party (Disclosing Party), relating to the manufacture or blending of Finished Products and re-packaging of bulk finished products. The Recipient shall not use the data and technical information for any purpose other than to manufacture, blend and ship the Finished Products or to re- package and ship the finished products and shall not disclose the data or technical information to any third party.

4.2 Provisions of Section 5.1 shall not apply to data and technical information which (a) currently or later becomes part of the public domain, (b) was developed by the Recipient prior to its receipt directly or indirectly from the Disclosing Party, or (c) was furnished to the Recipient by a third party without breach by that third party of any obligations of confidentiality concerning that information.

4.3 The Recipient's receipt of data and technical information covered under Sections 5.1 and 5.2 shall not grant in any form a license to the Recipient in any patent rights the Disclosing Party may own or Control.

Section 5 - Plant Inspection

5.1 _____ safe operation of its Plant is of great importance to both parties. Accordingly, BPCL may inspect _____Plant for potential health, safety and quality control problems at anytime during the term of this Agreement. BPCL shall advise _____ of any procedures that it observes during these inspections that pose a health, safety or quality control risk.

5.2 BPCL acknowledges that it will be granted access to _____ Premises only for it to fulfill its obligations under this Agreement and BPCL agrees that its personnel will comply with all appropriate directions given by _____ personnel in the event of an emergency or security

breach or any other matter as it may arise.

Section 6 - Product Inspection

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

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

Section 7 - Orders and Delivery

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

Section 8 - Payment and Invoicing

8.1 Invoices.

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

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

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

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

8.4 Payment of Invoices

Payment Timing

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

Section 9 –Delivery: Title and Risk

9.1 _____ .. shall make the Finished Products available at the Plant, on an ‘ex-works’ (“EXW”) basis.

9.2 Risk of loss or damage of the Finished Products shall pass to BPCL when Finished Products leave the plant Gate for ex-works deliveries,

Section 10 – Measurements

10.1 Bulk Loading for Trucks. _____ .. shall be responsible for assuring that the quantities, specified as contents of a truck filled by _____ .. will be in full measure and in compliance with the quantity shown or on the bill of lading to be delivered to BPCL

10.2 All volumes used for measurement shall be temperature corrected to 29.5 degree Celsius in accordance with the latest edition of the joint API/ASTM-IP Petroleum measurement tables. _____ .. shall ensure that the packing accuracies are within the statutory norms prescribed, and indemnifies BPCL in this regard with respect to the Standards of Weights and Measures Act and the rules are made there under ("SWAM").

10.3 _____ .. shall obtain and maintain licensed certification from Weights & Measures Dept. of all Filling, weighing machines & measuring devices affecting BPCL billing at least annually or more often if so required by applicable law. Copies of the licensed certification or evidence of metering device compliance will be provided to BPCL

Section 11 - Independent Contractors

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

Section 12 - Insurance

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

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

Section 13 -Force Majeure

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

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

Section 14 - Assignment

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

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

15.1 The Finished Products covered under this Agreement are or may become hazardous. ____ . shall inform and familiarize all employees, agents and contractor who may handle these materials of all hazards pertaining to them, goods made there from, all uses or applications thereof, pouches in which the materials may be shipped or stored, equipment with which it is used and/or handled and any governmental laws and regulations relating thereto. NPL undertakes to (a) label all applicable pouches as appropriate and as may be legally mandated to give due warning and protection to its employees, agents and contractors from such hazards; and (b) inform, protect and train its agents and employees in the safe and proper uses, handling and labeling of the Finished Product.

15.2 ____ . shall assure compliance with all laws, statutes applicable to filling in small pack of the Finished Products including environmental law or regulation with respect to air, water, groundwater or soil, or any pollution control laws in full and shall indemnify BPCL against any losses suffered by BPCL on account of any breach of such laws.

15.3 ____ . will be responsible for compliance with all applicable governmental worker safety laws and regulations.

15.4 ____ . will immediately notify BPCL, within twenty four (24) hour maximum, of accidents involving BPCL Property on ____ . property or within the ____ . Knowledge.

15.5 ____ . represents and warrants that it understands the hazardous nature of the substances which may be involved with the Services and the risks which are presented to persons, property and the environment.

Section 16 - Compliance with Applicable Laws

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

Section 17 - Trademarks

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

Section 18 – Notice

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

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

If to _____:

Specify designated person /position

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

Section 19 – Arbitration

“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 hereinbelow :

- (f) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator*
- (g) 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*
- (h) The Seat of arbitration shall be at DELHI*
- (i) The proceedings shall be conducted in English language*
- (j) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator ”*

Bharat Petroleum Corporation Limited.
Seal
Witness

Party
Seal

Section 20- **TERMINATION**

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

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

Upon death or adjudication as insolvent if you are individual (this clause is to be suitably modified if

business is carried on by partnership or by limited company or by a co-operative society).
If any attachment is levied and continued to be levied for a period of seven days upon your effects.
If you are involved in any criminal offence relating to Moral Turpitude.
If a receiver is appointed of any of your property or assets.
If the License issued to you by the relevant statutory authorities is cancelled or revoked.
If you have made default in payment of any money of the BPCL without formal approval of the BPCL in writing.
If you fail to adhere to the instructions issued to you by the BPCL from time to time in respect of the business condition herein.
If you contaminate or tamper with the quality of BPCL's product given in you.
If the ownership / tenancy of the premises from which you are carrying on the business is transferred / terminated for any reason whatsoever.
If you, yourself or to your servant or agents commit or suffer to be committed any act which in the opinion of the Executive Director (Lubes) of the BPCL is prejudicial to the interest or good name of BPCL or its products. Executive Director (Lubes) shall not be bound to give reasons to such decisions.
The BPCL's right to terminate the contractual obligations under this clause shall be without prejudice to and without affecting any of its rights and remedies against you.
In the event of BPCL terminating this agreement under the provisions of this clause it shall not be liable to pay for any loss or compensation in respect of such termination.
Without prejudice to the foregoing provisions or anything to the contrary herein contained BPCL reserves the rights to terminate this agreement on giving 30 days written notice to the other parties without assigning any reasons for such termination.

Section 21 - Remaining Stock on Expiration or Termination

21.1 On the expiration or termination of this Agreement for any reason, _____. shall return to BPCL all the goods of BPCL like Finished Products, Raw Materials like Bulk Oil, Packaging Materials and any other goods issued to _____ by BPCL. _____ shall arrange to deliver the same from the premises of _____ at its own cost and expenses to BPCL's premises within a period of fifteen days from date of termination of the contract.

21.2 Immediately after the closure of business on the effective termination date (End Date), _____ must carry out a full physical stock take of Remaining Stock in the presence of at least one representative of BPCL

21.3 Following the stock take, _____ must:

(1) Compile a list of Remaining Stock in accordance with the principles in Section 23.1 (the Remaining Stock List); and

(2) provide the Remaining Stock List to BPCL by no later than seven (7) Business/working days following the End Date.

21.4 At the sole option of BPCL, _____ can purchase in whole or in part the items in the Remaining Stock List at a mutually agreed price with BPCL within thirty (30) days of BPCL's receipt of the Remaining Stock List.

Section 22 -Severability

This Agreement is subject to all applicable laws and nothing herein is intended to violate any such law. If any Section or provision of this Agreement is held to be invalid or unenforceable by any court, the invalidity

or unenforceability of such Section or provision does not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable Sections or provision had not been contained in this Agreement.

Section 23 - Entirety

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

Section 24 – Waiver

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

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

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

SIGNED for and on behalf of

BHARAT PETROLEUM CORPORATION LIMITED by

Name: _____

Title: GM (Lubes) BPCL

WITNESSES:

- 1.
- 2.

SIGNED for and on behalf of

M/S. _____ ..

Name:

Title :

WITNESSES

- 1.
- 2.

Exhibit A

Quality Control Tests and Procedures

Quality Control tests to be conducted in house with available facilities

List of testing equipment/ facilities required for QC checks :

The following equipment should be available for testing the oils:

- 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 XXXXXXXXXXXX SHOULD BE ABLE TO DO AT HIS PREMISES

I) RANDOM QC CHECKS FOR PACKAGING MATERIAL :

Visual appearance
Measurement of weight
Measurement of volume
Measurement of dimension
Colour
Bursting strength for cartons.

II) QC CHECKS FOR LUBE OILS :

Visual appearance
Density
Kinematic viscosity. at 100 Deg. C.
Kinematic viscosity. at 40 Deg.C.
Viscosity Index
Metals content
Flash point (COC) Deg.C.
Pour Point Deg.C.
Emulsion Characteristics
Foam Test