



Tender no: 1000347277 dated 19.02.2020 / Due Date & Time: 12.03.2020 at 03:00 PM

SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY



Contact Person – Ravindranath K
Contact no: 9495046444

BHARAT PETROLEUM CORPORATION LIMITED
I&C TERRITORY, KOCHI
KOCHI REFINERY MARKETING OFFICE,
AMBALAMUGAL, KOCHI – 682 302.
TEL NO: 0484-2720102; 2720709. FAX NO. 0484-2720162

**NOTICE INVITING e-TENDER FOR SUPPLY OF SPECIFIED GRADES OF
BITUMEN EMSULSIONS AT KOCHI
TENDER NO. 1000347277
(Published on: 19.02.2020)**

Tender Name:	E-Tender for supply of specified grades of Bitumen Emulsions at Kochi
Pre-Tender Meet	Eligible bidders are invited to a pre-bid meeting for clarifications on tender conditions and e-bidding process on 25.02.2020 at 2:30 p.m. at Kochi at : Bharat Petroleum Corporation Ltd., Irimpanam Installation, Seaport - Airport Road, Irimpanam, Ernakulam, Kerala 680309.
e-Procurement System ID :	69954
Last Date for Submission of Tender:	12.03.2020 at 3:00 p.m.
Tender Opening on:	12.03.2020 at 3:30 p.m.
Period of Contract:	TWO (2) years from the date of first dispatch of product (Bitumen Emulsion in drums) from the Supplier's plant / location with an option for extension up to ONE (1) more year at the sole discretion of BPCL and on the same rates, terms and conditons.
Earnest Money Deposit (EMD)	Rs.10,00,000/- (Rupees Ten Lakhs Only) in the form of Demand Draft from a nationalized / scheduled commercial bank drawn in favour of Bharat Petroleum Corporation Ltd. payable at Ernakulam.
Tender Fee	Rs.1,180/- (Rupees One thousand one hundred and eighty only) in the form of Demand Draft from a nationalized / scheduled commercial bank drawn in favour of Bharat Petroleum Corporation Ltd. payable at Ernakulam.
Contact Person	Territory Manager (Indi), KOCHI Tel : 0484-2720102, 2720709



SOURCING OF BITUMEN EMULSIONS AT KOCHI REFINERY

NOTICE INVITING TENDER

**BHARAT PETROLEUM CORPORATION LIMITED
I&C TERRITORY, KOCHI
KOCHI REFINERY MARKETING OFFICE,
AMBALAMUGAL, KOCHI – 682 302.
TEL NO: 0484-2720102; 2720709. FAX NO. 0484-2720162**

**NOTICE INVITING e-TENDER FOR SUPPLY OF SPECIFIED GRADES OF
BITUMEN EMULSIONS AT KOCHI**

TENDER NO. 1000347277

1. Industrial and Commercial SBU of Bharat Petroleum Corporation Limited, a Central Public sector Undertaking, invites e-tender for supply of specified grades of Bitumen Emulsions in drums at Kochi for a period of **TWO (2)** years from the date of first dispatch of product (Bitumen Emulsion in drums) from the Supplier's plant / location with an option for extension **up to ONE (1) more year at the sole discretion of BPCL and on the same rates, terms and conditons.**

Industrial and Commercial Department, invites most competitive offer for the same in accordance with this e-tender document.

2. Eligible Bidders are invited to submit their Tender in 2 parts. The Tender consists of the following documents to be submitted on-line
 - a) Technical Tender (Un-priced)
 - b). Price Tender / Bid
3. All the documents associated with Techno-Commercial Tender (consisting of all the annexures, documents uploaded by the Bidder and Techno-Commercial Information) and price Tender shall form the part of the tender. **The entire Tender shall be online only.** General Instructions to Bidders for e-tendering are as given in this tender.

Offers should strictly be in accordance with the tender terms & conditions and our specifications. Bidders are requested to carefully study all the documents / annexures and understand the conditions, specifications before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of Tenders.

4. **TENDER FEE:** All the Bidders other than the exempted category (MSMEs) are requested to submit Tender Fee of Rs. 1,180/- (One Thousand one hundred eighty only) vide a Demand Draft drawn on any nationalized / scheduled commercial bank drawn in favour of BHARAT PETROLEUM CORPORATION LTD payable at ERNAKULAM.
5. **EARNEST MONEY DEPOSIT (EMD) :** All the Bidders other than the exempted category(MSMEs) are requested to submit an interest free Earnest Money Deposit vide a Demand Draft drawn on any nationalized / scheduled commercial bank for an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) drawn in favour of BHARAT PETROLEUM CORPORATION LTD payable at ERNAKULAM.

Physical Instruments (i.e., 2 separate Demand drafts for Tender fee & EMD) have to be sent to below mentioned address or dropped in the tender box on / before the due date and time mentioned in the tender.

**BHARAT PETROLEUM CORPORATION LIMITED
I&C TERRITORY, KOCHI REFINERY MARKETING OFFICE,
AMBALAMUGAL, KOCHI – 682 302.**

Tender Fee and EMD should be submitted in physical form in a sealed cover addressed to Territory Manager (I&C) Kochi, boldly super-scribed on the outer cover with:



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- Tender Number
- Closing date / Time
- Name of the bidder

Tenders received in system without Tender Fee and EMD or MSME Certificate in physical form shall not be opened in system and will be summarily rejected.

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc. Cheque, cash, Money Order, Fixed deposit Receipt etc. towards Tender Fee and/or EMD are not acceptable. Similarly, request for adjustment against any previously deposited Tender Fee / EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards Tender fee and/or EMD. Tender (s) received without the Tender Fee/EMD/EMII are liable to be rejected. Copy of the DD towards Tender Fee and EMD should be uploaded in the Tender Fee and EMD section of the tender.

EXEMPTION FROM EARNEST MONEY DEPOSIT:

Micro, Small and Medium Enterprises (MSMEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempt from Tender Fee and EMD for the item mentioned in the tender. Bidder has to upload the EMII Registration Certificate as mentioned above to claim exemption for Tender Fee and Earnest Money Deposit (EMD) and copy of the document has to be sent to above mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender. The bidders submitting the MSME certificates also have to upload a certificate issued by a Chartered Accountant post the date of publishing the tender as per Attachment 9. In case the certificate is issued by National Small Industries Corporation, the CA Certificate is not required.

EMD is liable to be forfeited in the event of:

- Bidders withdraw or alter their Tender during the Tender validity period after opening the Tender
- Non-acceptance of LOI / order, if and when placed.
- Non-payment of Performance Bank Guarantee / Security Deposit amount against LOI / Purchase Order within the stipulated period mentioned in the tender (From the date of LOI / the Purchase Order whichever is earlier).

EMD will be returned to the successful Bidders after award of the contract. For unsuccessful Bidders the EMD will be returned after finalization of contract.

- Bidders shall also have to essentially sign & upload the Integrity Pact of Bharat Petroleum Corporation Ltd. provided in this tender.**
- Bidders shall submit a declaration (on the Bidders letter head) to the effect that they are not currently serving any **Holiday Listing** orders issued by BPCL/ MOPNG debaring them from carrying on business dealing with BPCL/ MOPNG or serving a banning order by any other Oil PSE.
Offers / Tenders not accompanied with a declaration shall be incorporated in rejection criteria.
- The bidder must be ready in all respects for supply of Bitumen Emulsion Grades (RS1 and SS1) as per specification given in the tender document along with all applicable statutory licenses / approvals as on the date of opening of Technical Tender. Any violation of this condition would amount to breach of contract on bidder's part entitling BPCL to all rights and remedies available thereof including termination of contract.**
- Please visit the website <https://bpclproc.in> for participating in the tender and submitting your Tender online.
- The online portion of the Tender shall have to be submitted through the e-procurement system on <https://bpclproc.in> as per table below.

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11. Additionally, it is mandatory for the Bidders to submit the following documents, as given in the table, in physical form to the Territory Manager (I&C) Kochi in a sealed envelope at the following address:

**BHARAT PETROLEUM CORPORATION LIMITED
I&C TERRITORY, KOCHI
KOCHI REFINERY MARKETING OFFICE,
AMBALAMUGAL, KOCHI – 682 302.**

Sr. No	Particulars	Submission on line	Submission of physical documents as part of Technical Tender.
1	Tender fee of Rs 1180/- by DD	√	√
2	EMD of Rs 10,00,000/- by DD	√	√
3	MSME registration certificate (as applicable)	√	√
4	Integrity Pact as per Annexure-1	√	√
5	Draft Agreement for supply of Bitumen Emulsions as per Annexure-2	√	
6	Product Specification as per Annexure-3	√	
7	Specifications for Bitumen Drum as per Annexure-4	√	
8	Particulars of Bidder as per Attachment-1	√	
9	Technical Evaluation Requirements as per Attachment-2	√	
10	Bidder's Covering Letter as per Attachment-3	√	
11	General Irrevocable Power of Attorney as per Attachment-4	√	
12	Details of relationship with BPCL Directors as per Attachment-5	√	
13	Bank Guarantee format as per Attachment-6	√	
14	Self-attested copy of the acknowledged Income Tax Returns for the last three financial years ending 31.03.2019.	√	
15	Self-attested copy of audited Annual reports, Profit & Loss statements and Balance Sheets for the last three financial years ending 31.03.2019.	√	
16	Solvency Certificate from Bankers for Rs 7.25 crores	√	
17	Self-attested copies of Trading License or Firm / Company Registration Certificate.	√	
18	Self-attested copies of Import License / Authorized dealer letter from Refiner(as applicable)	√	
19	Self-Attested copies of work order(s) /contract(s) /agreement(s) and work completion certificates towards experience in handling similar jobs in Bitumen Emulsion Grades. Production / Sales related data (invoices/work orders/contract agreements/sales turnover) from Bidder's clients for bitumen/bitumen emulsions/bituminous products for each of the last 3 financial years 2017-2018, 2018-2019 and 2019-20 to be attached.	√	
20	Self-attested copies of PAN, PF, ESIC, GST Registration certificates	√	
21	Self-Attested copies of Statutory documents (Plant Layout, Registration certificate, Explosives / PESO license for storage of SKO(in case not available, then application for obtaining PESO license to be submitted & final PESO license to be submitted before signing of the agreement), Factory License, Pollution control certificate, ISO Certificate, etc., as applicable	√	
22	Self attested copy of Production Capacity Certificate for Bitumen Emulsion Mill / Plant (from OEM / Other authorized agency)	√	
23	Self attested copy of Storage Capacity Certificate for Bitumen Emulsion Tank (from Legal Metrology / OEM / Other authorized	√	

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	agency)		
24	Self attested copy of the latest Bitumen Emulsion (RS1 / SS1) Test Certificates (Certificates dated in the year 2019 or later) from NABL accredited lab for the product produced at the Bidder's plant / location	√	
25	Holiday Listing declaration as per Attachment -7	√	
26	General Purchase Contract Condition as per Attachment-8	√	
27	All pages of the tender document duly signed by the authorized signatory with seal, as acceptance of tender terms and conditions	√	
28	Declaration by bidder - not under liquidation, court receivership or similar proceeding	√	
29	CA Certificate as per Attachment – 9 (For MSME bidders)	√	

12. The submission of online Tender as well as submission of above physical documents shall be upto **03:00 pm on 12.03.2020**.
13. Tenders submitted after due date and time of closing of Tender (i.e. after **03:00 pm on 12.03.2020**) and / or not submitted in the prescribed format shall be rejected. BPCL does not take any responsibility for any delay in submission of online Tender due to connectivity problem or non-availability of site and/or other documents to be submitted in physical form due to postal delay etc. No claims on this account shall be entertained.
14. The sealed envelope (with Tender No. super-scribed) containing the EMD & Tender Fee or EMII certificate (only for those seeking exemption) should reach at above office before the due date and time of the Tender.
15. Price Tender (**to be submitted online**) shall be opened only for those Bidders whose credential Tender / technical Tender is found acceptable as defined in Tender document. The schedule of Price Tender opening will be advised separately to the Bidders who qualify in the credential / technical Tender.
16. The Tender document with detailed terms and conditions is also available on our website <https://www.bharatpetroleum.in/tenders/view-tenders.aspx> but the submission of Tender is allowed only through the e-procurement system on <https://bpcleproc.in>
17. As a **pre-requisite for participation in the Tender**, Bidders are required to obtain a valid **Digital Signature Certificate (signing & encryption) of Class II/IIIB** and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Signature Certificate shall be borne by the Bidder.** In case any Bidder so desires, he/she may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd., (ETL) at their contact nos. in Kochi i.e., Landline : 0484-2821642 , Mr.Kerin (Mobile no: 8129549304) & Mr.Milan (Mobile no : 9746799395) for obtaining Digital Signature Certificate.**

18. SUBMISSION OF E-TENDER DOCUMENTS:

For Bidder submitting / uploading Tender documents through digitally signed certificate, it shall be construed as their complete agreement with the terms and conditions and that they have fully understood the Tender documents.

Directions for submitting online offers, electronically, against e-procurement Tenders directly through internet:

- Bidders are advised to log on to the website (<https://bpcleproc.in>) and arrange to register themselves at the earliest.
- The system time (IST) that will be displayed on e-procurement (e-Tender) web page shall be the time considered for determining the expiry of due date and time of the Tender and no other time shall be taken into cognizance.



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- iii. Bidders are advised in their own interest to ensure that their Tenders are submitted in e-Procurement system well before the due date and time of Tender. If the Bidder intends to change /revise the Tender already entered, he may do so any number of times till the due date and time of submission deadline. However, no Tender can be modified after the deadline for submission of Tenders.
- iv. Tenders / Offers shall not be permitted in e-procurement (e-Tender) system after the due date / time of Tender. Hence, no Tender can be submitted after the due date and time of submission has elapsed.
- v. **Bidders shall submit price Tender only through e-Tendering and no physical documents with respect to price Bids should be submitted.** In case Bidder submits such physical documents for price bids, the same shall not be considered.

19. In case of any clarification pertaining to e-procurement (e-Tendering) process, the Bidder may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd., (ETL) at their contact nos. in Kochi i.e., Landline : 0484-2821642 , Mr.Kerin (Mobile no: 8129549304) & Mr.Milan (Mobile no : 9746799395) for obtaining Digital Signature Certificate.**

20. There will be pre Tender meeting on 25.02.2020 @ 02:30 pm at BPCL- Kochi, at the address mentioned below:

SL NO	DATE & TIME	LOCATION	VENUE
1	25.02.2020 @ 02:30 PM	Kochi	Bharat Petroleum Corporation Ltd., Irimpanam Installation, Seaport - Airport Road, Irimpanam, Ernakulam, Kerala – 682309.

21. CONTACT PERSONS :

For all clarifications / details regarding this Tender:

Ravindranath K Sr. Manager Co-ordination, (Incl.) Bharat Petroleum Corporation Ltd., Kochi Refinery Marketing Office, Ambalamugal, Kochi – 682302. Ph : 0484-2720709 / Mob: 9495046444 e-mail : ravindranathk@bharatpetroleum.in	Timings : On any working day (Monday to Friday) between 10 a.m. and 5.30 p.m.
S Janardhan Assistant Manager (Incl.) Bharat Petroleum Corporation Ltd., Kochi Refinery Marketing Office, Ambalamugal, Kochi – 682302. Ph : 0484-2822643 / Mob: 7091098551 e-mail : sjanardhan@bharatpetroleum.in	

For complaints only (INDEPENDENT EXTERNAL MONITORS (IEM)). The IEMs have been appointed by the Central Vigilance Commissioner (CVC).

Shri. Vikram Srivastava	Shri. Virendra Bahadur Singh	Shri. Anupam Kulshreshtha
ADDRESS	ADDRESS	ADDRESS
E-202, Second Floor , Greater Kailash Part 2, New Delhi - 110048	H.No. B-5/64, Vineet Khand, Gomati Nagar, Lucknow - 226010	B-3/3, 'Yarrows Apartments', Plot C-58/5, Sector 62, Noida, UP -201309
vikramsrivastava1973@gmail.com	vbsinghips@gmail.com	Anupam8@gmail.com
Mob. 09810642323	Mob.8853760730	Mob. No. 9968281160

22. Please note that Corrigendum / Addendum to this Tender, if any, shall be published only on our websites <https://www.bharatpetroleum.in/tenders/view-tenders.aspx> and <https://bpclproc.in>



Tender no: 1000347277 dated 19.02.2020 / Due Date & Time: 12.03.2020 at 03:00 PM

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23. BPCL reserves the right to withdraw or cancel this Tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the Tender process.

Thanking you,
Yours faithfully,

for BHARAT PETROLEUM CORPN. LTD.,

DEEP ARORA
Territory Manager (I&C), Kochi



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General Instructions to Bidders for e-tendering

1. Interested parties may download the tender from BPCL website (<https://www.bharatpetroleum.in>) or the CPP portal (<https://bpclproc.in>) or from the e-tendering website (<https://bpclproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>
2. For registration on the e-tender site <https://bpclproc.in> you can be guided by the "Instructions to Bidders" available under the download section of the homepage of the website. As the first step, Bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform by mail to the Bidders administrator bidderadmin@bpclproc.in with a copy to support@bpclproc.in for approval. Once approved, Bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the Tender, Bidders are required to obtain a valid **Digital Signature Certificate (signing & encryption) of Class II/IIIB** and above as per Indian IT Act from the licensed Certifying Authorities operation under the Root Certifying Authority of India (RCIA) Controller of Certifying Authorities (CCA). **The cost of obtaining such Digital Certificate shall be borne by the Bidder.** In case any Bidder so desires, he/she may contact our e-procurement service provider **M/s. E-Procurement Technologies Ltd., (ETL) at their contact nos. in Kochi i.e., Landline : 0484-2821642 , Mr.Kerin (Mobile no: 8129549304) & Mr.Milan (Mobile no : 9746799395) for obtaining Digital Signature Certificate.**
4. The Bidders having valid Digital Signature Certificate and Login ID can download the Tender from the website (<https://bpclproc.in>). **The downloaded documents once read carefully have to be uploaded by the Bidder under their Login ID duly certified with Digital Signature Certificate, in token of acceptance of all Tender terms and conditions there-in.**

GENERAL INSTRUCTIONS TO BIDDERS ON TENDER

1. BPCL reserves the right, at their sole discretion, and without assigning any reason whatsoever to:
 - a. Negotiate with any or all Bidder/s.
 - b. Distribute the work among Bidder/s.
 - c. Reject any or all tenders either in full or in part
2. REFERENCE FOR DOCUMENTATION:
 - 2.1 The number and date of tender must appear on all correspondence before finalization of Contract / Purchase Order.
 - 2.2 After finalization of Contract / Purchase Order, the number and date of Contract/Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
3. Bidder is requested to submit their Tenders taking full notice of all the technical specifications, terms and conditions, forms & attachments to this tender. Tenders must be through e-tendering system only and must be filled up by the authorized and competent authority of your firm.
4. Undertaking by the Bidder:
 - a. I/we hereby undertake that the statements made herein/information given in the Tenders through e-tendering system/annexures/forms/uploaded documents referred are true in all respects and that in the event of any such



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statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling BPCL to avoid any resultant contract.

b. I/we further undertake as and when called upon by BPCL to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

5. The Bidders who are on BPCL holiday list or delisted will not be considered.
6. The Bidder is expected to examine all instructions, forms, attachments, terms and specifications in the tender document. The entire tender document together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidder. Failure to furnish all information required in the tender document or submission of a Tender not substantially responsive to the tender documents in every respect will be at Bidder risk and may result in the rejection of his Tender. The Bidder scope of supplies as specified in the material requisition shall be in strict compliance with the scope detailed therein and in the Tender document.
7. The Tender prepared by the Bidder and all correspondence / drawings and documents relating to the Tender exchanged by Bidder and the Owner shall be written in ENGLISH language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the Tender, the ENGLISH translation shall govern.
8. Grievance Redressal Mechanism: Bharat Petroleum Corporation Limited (BPCL) has developed the Grievance Redressal Mechanism to deal with references/ grievances, if any, that is received from Bidders who participated / intends to participate in the Corporation tender. The details of the same are available on our website www.bharatpetroleum.in.
9. The Bidders have to provide their bank details, company type (Sole proprietorship, Private Limited / Public Limited etc.), PAN, GST Registration No. as applicable for updating bidder master file. You are also requested to keep us informed of any change in address / status of your business / contact details including email address etc.
10. **QUERIES AND CLARIFICATIONS:** Any query or clarification with regard to this tender may please be referred to below address & phone nos. on any working day during office working hours:
Ravindranath K
Sr. Manager-Co-ordination, (Indl), I&C, Kochi Territory,
Bharat Petroleum Corporation Ltd.,
Kochi Refinery Marketing Office, Ambalamugal,
KOCHI – 682302.
Ph. : 0484-2720709 / Mob: 9495046444
E-mail: ravindranathk@bharatpetroleum.in
11. **GOVERNING LAWS:** The laws of Union of India shall govern all matters concerning the tender. Any issue arising related to the tender or the selection process shall be adjudged by the courts in Kochi, India alone.
12. BPCL reserves the right to accept or reject, any or all tenders received at its absolute discretion without assigning any reason whatsoever.
13. Issuance of LOI: After Price Tender evaluations & recommendations, BPCL will obtain their management approval for placement of orders & further activities pertaining to order placement & post order placement.
14. Bidder are request to provide Self Attested Copy of Pan Card and GST Registration Certificate along with the bid Document



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BID QUALIFICATION CRITERIA

(MINIMUM QUALIFICATION CRITERIA)

Bidders who fulfill the following minimum qualifying criteria may submit their Tenders against this tender:

1. EXPERIENCE CRITERIA

- a. The Bidder, by itself must be currently in the business of manufacturing bitumen emulsions, bituminous products in India, for the last three consecutive financial years i.e. 2017-2018, 2018-2019 and 2019-2020.
- b. **Documents required from Bidder:** Production/Sales related data (invoices/work orders/contract agreements/sales turnover) from Bidder's clients for bitumen/bitumen emulsions/bituminous products for each of the last 3 financial years i.e. 2017-2018, 2018-2019 and 2019-2020..

2. FINANCIAL CRITERIA

- a. The minimum average annual financial turnover of the bidder during the last 3 consecutive years ending 31.03.2019 shall be Rs 14.50 crores.
- b. Bidder shall also submit audited Balance sheets and P&L accounts for the last 3 financial years ending 31.03.2019 along with acknowledged IT returns for the last 3 financial years ending 31.03.2019.
- c. Bidder's net worth as per the latest audited Balance sheet (Financial Year 2018-19) should be positive.
- d. Solvency Certificate for an amount of Rs 7.25 crores to be provided from the Bankers.

3. TECHNICAL CRITERIA

- a. The bidder should have a certified capacity to produce minimum 1300 MT of bitumen emulsions per month.
- b. Bitumen Emulsion produced from Bitumen VG-10 grade should meet the specification as per IS 8887: 2017 standards and should have been tested and confirmed for meeting IS 8887 : 2017 specifications for bitumen emulsion by a NABL accredited LAB within India.

Documents required:

1. Capacity certificate for Bitumen Emulsion Mill (Minimum 5 Ton per hour) and minimum 50 MT storage tank capacity for bitumen emulsion at the bidder's plant from where the bidder will supply bitumen emulsions.
2. Copies of the latest test certificates (dated later than August 2019) issued by them should be attached with the tender document. Originals of the said documents should be produced on demand. Failure to produce such original letters / certificate would mean rejection of bid for further evaluation.

4. GENERAL

- a. Bidder shall furnish necessary documentary evidence as mentioned above along with the bid. In absence of such documents, BPCL reserve the right to reject the Bid without making any reference to the Bidder or assigning any reason what-so-ever.
- b. The bidders who are already registered with BPCL should also submit all documents as per the MQC.



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- c. BPCL reserves the right to accept / reject any or all bid- qualification documents at their sole discretion without assigning any reason whatsoever.
- d. BPCL, at its discretion reserves the right to verify information submitted and inspect the facilities at party's work to confirm their capabilities. BPCL also reserves the right to independently assess the capability and capacity of the bidder for execution of the project.
- e. BPCL decision on any matter regarding short listing of bidders shall be final.
- f. Bidders serving any Holiday Listing orders issued by BPCL or MOPNG debaring them from carrying on business dealings with BPCL/ MOPNG or serving a banning order by any other Oil PSE shall not be considered for evaluation and ordering. Declaration in above regard to be submitted on Letter head by the bidder.
- g. Failure to meet the above Qualification Criteria will render the Bid liable to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given above. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.
- h. All documents submitted should be in English only.

5. Declarations by Bidder

- a. Bidder shall not be under liquidation, court receivership or similar proceeding.
- b. Bidders serving any Holiday Listing orders issued by BPCL or MOPNG debaring them from carrying on business dealings with BPCL/ MOPNG or serving a banning order by any other Oil PSE shall not be considered for evaluation and ordering.
- c. **Declaration in above regard to be submitted on Letter head by the bidder.**

**SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY****BRIEF DESCRIPTION OF SCOPE OF WORK**

1. The Scope of work includes manufacturing, storing, testing & supplying of Packed Bitumen Emulsions.
2. Bidder is required to supply Emulsion in drums of 210 litres each of RS1 and SS1 bitumen grades to BPCL-Kochi Refinery as per the requirements shared by BPCL.
3. The estimated month wise demand for RS1 and SS1 are as follows:

Months	Total (MT) RS1	Total (MT) SS1	Approx. No of drums per month
April	350	1000	7420
May	300	600	4945
June	80	160	1320
July	40	80	660
August	40	80	660
September	40	80	660
October	250	600	4670
November	250	600	4680
December	300	800	6045
January	450	1000	7980
February	450	1000	7980
March	450	1000	7980
Total Qty	3000	7000	55000

4. Above quantities are estimation on the basis of current market demand and may increase/decrease depending upon the change in the overall environment of usage of emulsions as per the prevailing conditions within the state.
5. BPCL will raise the indent for the required quantities of emulsions every month with weekly call offs and the same is to be supplied at BPCL, Kochi Refinery (BPCL-KR) within 7 days of receipt of such weekly indents.
6. Bidder's responsibility will include the following
 - a. Production of required Emulsions grades (RS1 and SS1)
 - b. Testing of Batch production of Emulsions at NABL accredited Lab
 - c. Packing of Emulsion in Drums as per specification provided
 - d. Loading of Drums at Bidder's plant post the successful receipt of certification report from NABL Lab and approval from TPIA appointed by BPCL for release of such drums.
 - e. Dispatch and transportation of Drums from Bidder's plant to BPCL-KR
 - f. Unloading of Drums at Bidder's expense within KR as per the space provided
7. For manufacture of Emulsion of all grades, the successful bidder shall use his own raw material i.e. Bitumen, modifier, SKO, additives, chemicals etc.
8. The source of Bitumen shall be from any of the PSU Oil Company or JV/Partnership Company of PSU oil companies or Private oil Companies operating in India/outside India and Bitumen of all grades should conform to IS: 73: 2013 specifications.
9. The bidder shall manufacture Emulsion as per specifications given in IS 8887:2017 (**Annexure-3**) and deliver it to BPCL Kochi Refinery (BPC-KR) in Packed Drums as per the instructions of the Company.
10. The successful bidder shall ensure filling of barrels as prescribed under the Packaged Commodities Rules (Standards of Weight and Measurers Act of 1976) as amended from time to time.
11. Bitumen Emulsion (all grades) shall be supplied in 210 litres MS drums as been communicated by BPCL. The bidder shall supply the drums; arrange for painting of drums (as per BPC's colour codes); stenciling of BPC Logo & Name /Product Name/Grade/Batch no. etc. on the drums as per BPC's requirements. BPCL shall inform the coding methodology for the stenciling on the drums from time to time to the shortlisted bidder.
12. The Drums for Bitumen Emulsions shall be as per the specifications enclosed as **Annexure - 4**.



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

13. The bidder should regularly review and make necessary changes/augmentation in their Production capacity/storage capacity/supply chain/infrastructure in order to meet the demand placed by BPCL and adhering to quality and process requirements of BPCL as per the terms and conditions specified in the tender

14. TECHNICAL REQUIREMENTS

- a. The Bidder should have the capability for modification of Bitumen and the manufacturing facilities should produce Bitumen Emulsion grades RS1 and SS1 as per IS 8887: 2017 specification.
- b. The bidder should possess a valid PESO License for storage of SKO for production of SS-1 emulsion, in case it is not available, the bidder should submit the copy of the application for obtaining PESO license while quoting for the tender. Non-submission of application for obtaining PESO license shall result in rejection of bidder's application. Original PESO license to be produced by the successful bidder before signing of the agreement
- c. Bitumen Emulsion produced from Bitumen VG-10 grade should meet the specification as per IS8887: 2017 specification and should have been tested and confirmed for meeting each and every parameter of IS8887: 2017 specifications for bitumen emulsion by a NABL accredited LAB within India. The Lab should be accredited by NABL for conducting the test for all parameters for certifying bitumen emulsions as per the specifications of IS 8887:2017
- d. Copies of the latest test certificates issued by an NABL Accredited lab as specified in point b should be attached with the tender document. Originals of the said documents should be produced on demand. Failure to produce such original letters/ certificate would mean rejection of bid for further evaluation.
- e. BPCL Technical team during their visit to Bidder's plant as part of technical bid evaluation on capabilities, capacities and facilities of the plant, would collect three sets of samples of Emulsion produced from the production-line, Modifier and other additives used.
- f. The bidder shall test the Emulsion samples drawn from the production line for all parameters as per IS 8887:2017 at an NABL accredited Lab within India. The Lab should be accredited by NABL for conducting the test for all parameters for certifying bitumen emulsions as per the specifications of IS 8887:2017
- g. The test results should meet the specifications of IS8887: 2017 for bitumen Emulsion.
- h. The test results shall be submitted to BPCL within 15 days of drawing the sample, Failure to produce such original letters/ certificate would mean rejection of bid for further evaluation.
- i. The bidder should have a suitable arrangement with a NABL accredited Lab in India for testing and NABL accredited certification of each and every parameter of bitumen emulsions conforming to IS 8887:2017 specifications. The Lab should be accredited by NABL for conducting such test to certify all parameters of IS 8887:2017
- j. BPCL reserves the right for testing samples independently at BPCL Lab or at any approved Lab appointed by BPCL for Bitumen and Emulsion samples as part of technical bid evaluation. BPCL decision in this regard would be final and binding on all.
- k. The party / parties meeting the above all requirements shall only be considered for further evaluation in the tender.
- l. All future supplies of Emulsion of all grades by the successful bidder must meet the specification of IS8887: 2017 for Emulsion. The Lab should be accredited by NABL for conducting such test to certify all parameters of IS 8887:2017.
- m. Besides this, as and when the samples are tested at customer's premises or any other institute of repute or any approved third party testing facilities, the test result should meet IS8887: 2017 specification for Emulsion. Failure to do so would attract penalty including forfeiture of security deposit, termination of contract and compensating any other financial liabilities arising out on this account.



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15. QUALITY

- a. Party shall manufacture / produce / supply various types of bitumen emulsions (RS1 and SS1) as per specifications provided by BPCL.
- b. During the course of execution of ordered quantity of Bitumen Emulsions under the contractual agreement with the selected party, BPCL shall reserve the right to carry out surprise inspection at any point of time at any of the party's premises. BPCL can at their discretion test the samples at bidder's premises or at BPCL's own lab or any reputed independent laboratory for testing of Bitumen emulsions' being produced under the contractual agreement.
- c. BPCL shall appoint Third Party Inspection Agency (TPIA) for quality checks at supplier's premises when the batches are made ready for packing/supplies to BPCL's nominated location and bidder shall allow the inspection by TPIA at all times during the validity of the contract without any conditions.
- d. The TPIA shall be conducting periodic inspections of the MS drums procured by the successful bidder for adherence to the standards specified by BPCL
- e. The TPIA shall draw samples from storage tanks when each batch is made ready and shall send it to the NABL Accredited lab partner of the successful bidder
- f. The TPIA shall witness the filling/packing of each batch into the MS drums. Once filled/packed, the MS drums shall be stacked together and sealed.
- g. Once the samples of the respective batches are cleared by the NABL accredited lab partner and test certificate is issued, the TPIA shall remove the seal and clear the batch for dispatch to BPCL's nominated location
- h. The successful bidder shall provide the requisite sample bottles to the TPIA for drawing the bitumen emulsion samples
- i. All raw materials including Bitumen VG 10 for the manufacture of various types of Bitumen Emulsions (RS1 and S1) shall be in the scope of the bidder. All the batches made by the supplier (bidder) shall be tested for all the parameters provided in the specification sheet for each grade of bitumen emulsion (RS1 and SS1).
- j. Bidder shall have the testing equipment required to control their manufacturing process & testing of finished products.
- k. BPCL shall provide artwork to be printed on the drums (in case of packed bitumen) to the successful party. The party will show and submit us printed drums for approval before commencing supplies.
- l. Bidder shall maintain the record of all tests carried out for all types of bitumen emulsions produced at their plants under the contractual agreement with us and also of raw materials used.
- m. The supplier shall mention the details of tests results conducted on packaging material in the same report as that of product test report which shall be submitted to us.
- n. In addition to the above , the bidder shall submit on a monthly basis , statement as relevant to supplies to BPCL giving details of all packaging material received from their various bidders , QC conducted for various tests (accepted / rejected) , and reasons for rejection , if any , during that month.
- o. Bidder shall submit Test Report for each and every batch together with concerned packaging material test report to BPCL along with the documents / delivery challan for the each respective supplies made to BPCL-KR.
- p. On receipt of filled Bitumen Emulsion drums from bidder at the nominated location, periodic sampling of specific number of drums shall be done and tested at BPCL nominated LAB before marketing of the same.
- q. In case of field complaints on product quality, supplier will make joint visits along with BPCL team to investigate the complaints and take necessary corrective action based on BPCL feedback.

16. PENALTY ON ACCOUNT OF NON-MEETING OF QUALITY

- a. It is expected that bidder at all times must meet all the quality parameters as listed in point 14 (a to q) for all the loads supplied to BPCL.



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b. In the circumstances where the bitumen emulsions supplied by the bidder at BPCL-KR do not meet the quality specifications for each and every parameter as per IS 8887:2017, the following actions shall be imposed on bidder with no scope of relaxation under any other clause of the contract.

Instance	Action for Material not conforming to standards (IS 8887:2017)	Penalty for supplying the material not conforming to standards (IS 8887:2017)
First	<ul style="list-style-type: none">• Complete load supplied to BPCL shall be rejected without any conditions what so ever.• Bidder has to arrange for the entire logistics (including loading cost, transportation cost, unpacking cost and any other associated costs) to uplift the rejected load from BPCL within 30 days of the intimation of the rejection informed in writing by BPCL.• Any delay in uplifting of the rejected load beyond 30 days shall attract monthly handling charges @ Rs 40,000 to be paid by bidder.• After 60 days if the bidder still does not uplift the rejected quantity of bitumen emulsions supplied, BPCL shall, at its discretion, dispose the stocks (emulsions and drums) as deemed fit and recover any cost towards the same from the bidder.	<ul style="list-style-type: none">• First instance of failure of confirmation to quality standards shall also attract a penalty charge of Rs 100,000 irrespective of the size/number of drums provided in the rejected consignment.• The penalty charge has to be paid by the bidder within 15 days of receipt of intimation of rejection of the consignment.• Any further delay beyond 15 days in payment of penalty charges shall attract Delayed Payment Charges at the rate of One year SBI MCLR + 6% p.a.
Second	<ul style="list-style-type: none">• Complete load supplied to BPCL shall be rejected without any conditions what so ever.• Bidder has to arrange for the entire logistics (including loading cost, transportation cost, unpacking cost and any other associated costs) to uplift the rejected load from BPCL within 30 days of the intimation of the rejection informed in writing by BPCL.• Any delay in uplifting of the rejected load beyond 30 days shall attract monthly handling charges @ Rs 40000 to be paid by bidder.• After 60 days if the bidder still does not uplift the rejected quantity of	<ul style="list-style-type: none">• Second instance of failure of confirmation to quality standards shall also attract a penalty charge of Rs 500,000 irrespective of the size/number of drums provided in the rejected consignment.• The penalty charge has to be paid by the bidder within 15 days of receipt of intimation of rejection of the consignment.• Any further delay beyond 15 days in payment of penalty charges shall attract Delayed Payment Charges at the rate of One year SBI MCLR + 6% p.a.

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	bitumen emulsions supplied, BPCL shall, at its discretion, dispose the stocks (emulsions and drums) as deemed fit and recover any cost towards the same from the bidder.	
Third	<ul style="list-style-type: none"> • Complete load supplied to BPCL shall be rejected without any conditions what so ever. • Bidder has to arrange for the entire logistics (including loading cost, transportation cost, unpacking cost and any other associated costs) to uplift the rejected load from BPCL within 30 days of the intimation of the rejection informed in writing by BPCL. • Any delay in uplifting of the rejected load beyond 30 days shall attract monthly handling charges @ Rs 40,000 to be paid by bidder. • After 30 days if the bidder still does not uplift the rejected quantity of bitumen emulsions supplied, BPCL shall dispose the stocks (emulsions and drums) as deemed fit and recover any cost towards the same from the bidder. 	<ul style="list-style-type: none"> • The Security deposit of the supplier shall be forfeited on the third instance of failure of meeting product quality as specified in tender document. • The third instance of failure of confirmation to quality standards shall also terminate the contract with immediate effect without any condition what so ever.

c. Under any instance of failure of sample, joint sampling and testing shall be carried out at BPCL nominated laboratory within India so as to confirm the test parameters meeting IS 8887: 2017 specifications for bitumen emulsion.

15A.EVALUATION / ORDER AWARD CRITERIA:

- a) This e- Tender is floated in two Bid system i.e. Technical Bid & Price Bid. Initially, the Technical Bids will be opened on scheduled time and date and will be evaluated on the minimum Bid qualification criteria as mentioned in Page 10-11, besides meeting other tender guidelines.
- b) The bidder will have to comply with all the technical requirements. Disagreement to any of the points will result in the disqualification of the bidder and the bids of such bidders will not be considered for awarding the tender.
- c) Technical Evaluation Template:**

S/No	Mandatory Technical Requirements	Compliance (Y/N)	Supporting Documents attached (Y/N)	Remarks
1	The bidder should have the capability for production of Bitumen Emulsions as per IS 8887: 2017 specification.			



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2	The bidder must have dedicated storage tanks for SKO (Min 12KL) with valid PESO license.			
3	Bitumen Emulsion produced from Bitumen VG-10 grade should meet the specification as per IS8887: 2017 specification and should have been tested and confirmed for meeting IS8887: 2017 specifications for bitumen emulsion by a NABL accredited LAB within India.			
4	Bidder shall have an in-house lab and all the necessary testing equipment required to control their manufacturing process & testing of finished products.			
5	The bidder must have a suitable arrangement with a NABL accredited lab for testing of bitumen emulsions grades to be supplied to BPCL.			

d) Site-Visit:

A team of BPCL will visit the bidder's plant and facility to inspect the facilities & capabilities of the bidder.

1. BPCL Technical team during their visit to Bidder's plant as part of technical bid evaluation will assess the capabilities, capacities and facilities of the plant,
 2. BPCL Technical team would collect three sets of samples of Emulsion produced from the production-line, Modifier and other additives used.
 3. The bidder shall test the Emulsion samples drawn from the production line for all parameters as per IS 8887:2017 at an NABL accredited Lab within India. The Lab should be accredited by NABL for conducting the test for all parameters for certifying bitumen emulsions as per the specifications of IS 8887:2017
 4. The test results should meet the specifications of IS8887: 2017 for Emulsion.
- e) The test results shall be submitted to BPCL within 15 days of drawing the sample, Failure to produce such original letters/ certificate would mean rejection of bid for further evaluation.
- f) Price Bids of only technically qualified bidders, based on technical evaluation, will be opened on a notified time and date which will be communicated only to technically qualified bidder.
- g) The bidder shall quote a price for RS1 and SS1 grade of Bitumen emulsions which shall include all elements including processing, transportation, procurement of drums, packing, loading, unloading etc. but excluding the raw material (Bitumen and SKO) cost which are reimbursable as given in the table below:

The Bidders shall be reimbursed the cost of raw materials as follows:

For per MT of RS1	65 % of the declared VG10 grade Bulk Bitumen basic selling price per MT (excluding GST) ex Kochi Refinery ruling on the date of supplier's invoice.
For per MT of SS1	50 % of the declared VG10 grade Bulk Bitumen basic selling price per MT (excluding GST) ex Kochi Refinery ruling on the date of supplier's invoice
	and
	34 % of the declared basic selling price per MT (excluding GST) of Industrial SKO at Kochi ruling on the date of supplier's invoice.

- h) The Bidder who has offered / quoted the lowest total amount (Rate per MT x Quantity for 3 years for both grades put together) as per the price bid will be ranked as L1 bidder. Similarly, the other bidders shall be ranked as L2, L3 on the basis of the total amount quoted by them.



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- i) BPCL reserves its right to allow Micro and Small Enterprises (MSEs), MSEs owned by Women Entrepreneurs and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy 'Purchase preference to a MSE, a MSE owned by women entrepreneurs and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to t1 Vendor at the time of evaluation of the price bid.
- j) Self-attested copy of all the pages of the EM-II certificate/Udyog Adhar Memorandum issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012 and
- k) Vendor's declaration/affidavit in their organization/Company letter head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted
- l) Clarifications, if any, on this matter is to be obtained from our office.
- m) Bidders should quote rates per MT strictly as per the Price Bid schedule.
- n) BPCL reserves the right to reject the tender application of a Bidder, based on BPCL's experience with them on their past performance.
- o) **PLACEMENT OF ORDER:**

After the Price Bid evaluations & recommendations, necessary approvals will be taken for placement of orders & further activities pertaining to order placement & post order placement.

16. DELIVERY PERIOD/ SCHEDULE:

Please note that timely delivery by the Successful Bidder as per the delivery schedule given by BPCL is the essence of this contract.

Bidders are required to submit the signed agreement and security deposit within 15 days from date of LOI.

17. SECURITY DEPOSIT:

After finalization of Tender, LOI will be issued to the Successful Bidder. The Successful Bidder, within 15 days of the issue of LOI shall deposit a Bank Guarantee and/or Demand draft for an amount equivalent to 5% of the value of the contract or Rs. 1 Crore whichever is lower. The validity of the Bank Guarantee will be for SIX (6) months beyond the contractual period.

18. PAYMENT TERMS:

The quantity received by BPCL in packed drums for emulsions from the plant of the Successful Bidder on weight basis (in MTs) will be the deemed quantity and the payments will be settled based on quantities confirmed / certified as received at BPCL, Kochi Refinery.

Broad Billing Method : The bidder (supplier) is required to bill for the certified receipt quantity at BPCL-KR for grades Bitumen Emulsion RS1 & SS1, as applicable, separately as follows:

Sl. No.	Details of Materials / Services	Rate per MT	Quantity (MT)	Amount (Rs.)
1	Raw materials (i.e., Bulk Bitumen VG 10)	XXX	XXX	XXXX
2	Raw materials (i.e., Industrial SKO)	XXX	XXX	XXXX
3	Procurement, processing, packing & placement costs at BPCL-Kochi Refinery	XXX	XXX	XXXX
4	Sub total			XXXX
5	Add : GST (as applicable)			XXXX
6	TOTAL Amount			XXXX



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Payment Schedule: Bills should be submitted to respective territory offices as intimated by BPCL on weekly basis, 1st-7th, 8th-15th, and so on and the payment shall be made within 30 days from the receipt of clear bill (duly certified by BPCL officials) from the Successful Bidder. All bills should be supported with the acknowledged copies of the Goods Consignment Note / Delivery Challan duly certified with the sign & seal of BPCL-KR representative / official for the quantity received at their end.

19. Taxes / Duties

Successful Bidder would be fully responsible for all statutory compliances (including maintenance of records, timely submission of records, GST / Customs duties / VAT / Excise / TOT returns etc. as applicable). Successful Bidder indemnifies BPCL against all taxes, assessments, duties and/or other governmental charge or impositions whatsoever at any time concerning Product or services irrespective of whether the Product is still in Successful Bidders Facilities or not.

If any new tax is introduced on sale of goods/services by VENDOR (Bidder/Supplier) to OWNER (Principal) in lieu of one or more of the then existing taxes or as a new tax altogether and the rate and impact of the new taxes is less than the rate and impact of existing tax or taxes which it replaces, VENDOR shall pass on to OWNER the benefit thereof by way of commensurate reduction in the amount payable by the OWNER to VENDOR. If on the other hand, the rate of the new taxes is in excess than the rate of the existing taxes it replaces, the OWNER on satisfactory proof shall reimburse the VENDOR the additional tax paid by the VENDOR as the result of the imposition of the new taxes provided they are within the contractual completion date.

Explanation: For the purpose of above clause, impact means and includes the addition/reduction of taxes suffered on inputs, input services & capital goods. Further, impact of stranded taxes like CST on Interstate purchases, entry tax/octroi, etc (if applicable) also needs to be considered.

The vendor shall take steps viz uploading invoice in GSTR 1 , payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax laws including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.

Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.

20. EARNEST MONEY DEPOSIT:

All the Bidders will be requested to submit an interest free Earnest Money Deposit (EMD) vide a Demand Draft (of crossed A/c Payee) drawn on nationalized bank for an amount Rs. 10,00,000/- (Rupees Ten lakhs) in favour of BHARAT PETROLEUM CORPORATION LTD payable at KOCHI.

Physical Instruments (Demand Drafts) have to be sent to below mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

TERRITORY MANAGER, I&C TERRITORY, KOCHI
KOCHI REFINERY MARKETING OFFICE,



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AMBALAMUGAL, KOCHI – 682 302.
TEL NO: 0484-2720102; 2720709

EMD should be submitted in physical form in a sealed cover addressed to Territory Manager (I&C), boldly super-scribed on the outer cover with:

- Tender Number
- Closing date / Time
- Name of the bidder

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc. Cheque, cash, Money Orders, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD. Tender (s) received without the EMD is liable to be rejected. Copy of the EMD Document should be uploaded in the EMD section of the tender.

EXEMPTION FROM EARNEST MONEY DEPOSIT:

Micro, Small and Medium Enterprises (MSMEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from EMD for the item mentioned in the tender. Bidder has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit and physical copy of the document has to be sent to above mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender. The bidders submitting the MSME certificates also have to upload a certificate issued by a Chartered Accountant post the date of publishing the tender as per Attachment 9. In case the certificate is issued by National Small Industries Corporation, the CA Certificate is not required.

EMD is liable to be forfeited in the event of:

- Bidders withdraw or alter their Tender during the Tender validity period
- Non-acceptance of LOI / order by the Successful Bidder, if and when placed.
- Non-payment of Performance Bank Guarantee amount by the Successful Bidder against LOI/ Purchase Order within the stipulated period mentioned in the tender (From the date of LOI / the Purchase Order whichever is earlier).

For all other Bidders EMD will be returned after finalization of contract.

21. INTEGRITY PACT:

Bidder shall also have to essentially sign an Integrity Pact (IP) for participating in this tender. Kindly find enclosed the pre-signed IP Documents of BPCL for your reference. The same is required to be signed by the Bidder and also take the witness signatures and submit the same in the Tender common forms. The hard copy of the Integrity Pact to be submitted in physical form along with the EMD / Tender Document fee.

The salient points to be noted in regard to IP are:

- If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Bidder, Price reduction amount by forfeiting the EMD/Performance Guarantee as per provisions of the Integrity Pact.
- If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity pact, BPCL shall be entitled to demand and recover from Bidder, Price reduction amount by forfeiting the Performance Guarantee amount as per provisions of the Integrity Pact.
- Bidder may raise disputes/complaints, if any, with the nominated Independent External Monitors (IEMs) as per the contact details given in the tender. The IEMs have been appointed by the Central Vigilance Commissioner (CVC).



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22. VALIDITY OF OFFER:

Validity of offer should be for 180 Days from due date of price bid opening. Once the Contract is placed then the rates shall be valid from Contract date till end of Contract Period.

23. OTHER CONDITIONS:

In case of duplication of any clause given in this document and General Purchase Conditions, Clauses given in this document are treated to be valid.

24. MISCELLANEOUS:

- i. No unsolicited correspondence/ queries will be entertained while the award of the subject contract is under review/ consideration. BPCL regrets their inability to answer individual queries.
- ii. If any of the information submitted by the Successful Bidder is found to be incorrect at any time including the contract period, BPCL reserves the right to reject the Tender/ terminate the subject contract and reserves all rights and remedies available.
- iii. Online submission of Tender document is a confirmation that the Successful Bidders have fully read and understood the terms and conditions of this Tender and have accepted the same in toto.
- iv. BPCL reserves the right to reject any or all the Tenders without assigning any reasons whatsoever. Also BPCL reserves the absolute right to reject any or all the Tenders/Tenders solely based upon the past unsatisfactory performance by the Bidder/Bidders in BPCL, the opinion/decision of BPCL regarding the same being final and conclusive.
- v. BPCL reserves the right to withdraw or cancel this Tender in full or in part at its sole discretion and without assigning any reason whatsoever at any time during the Tender process.
- vi. The terms "BPC", "BPCL", "The Corporation", "The Company" and "Bharat Petroleum Corporation Limited" in the appropriate context means Bharat Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office at 4 & 6, Bharat Bhavan, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 and its successors and assigns.
- vii. The term "Bid" and "Bidder" is same as Term "Tender" and "Tenderer" respectively.
- viii. In the event of discrepancy in Tender conditions as stated in this Tender document and the on-line forms, the version of this Tender document shall hold good.

25. GUIDELINES FOR BIDDERS

25.1. GENERAL:

- (i) Bidders shall log on to the e-procurement website <https://bpcleproc.in> and register themselves.
- (ii) The Bidder should download the Tender document from e-procurement system on <https://bpcleproc.in> and after carefully reading, the same should be uploaded (i.e., Complete Tender document) under his /her login ID, as token of acceptance of all terms & conditions therein.
- (iii) The system time (IST) that will be displayed on e-procurement web page shall be the time considered for determining the expiry of due date and time of the Tender and no other time shall be taken into cognizance.

All eligible Bidders are invited to attend the Pre-Bid meeting.

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- (iv) The original of documents uploaded shall have to be produced for verification before the award of contract.
- (v) This Tender is in 2 parts, comprising of Technical Bid (un-priced) and Price Bid.
- (vi) The Tender document shall be obtained / applied by the party in its own name as the Tender document is not transferable.
- (vii) The Tender should be strictly in line with the terms and conditions. Any Tender not conforming to the terms and conditions prescribed in the Tender documents shall be summarily rejected.
- (viii) Counter terms and conditions from the Bidder shall not be accepted. Tenders with such counter terms & conditions shall be rejected.
- (ix) All documents submitted in the system should be initialed on each page and signed with seal on the last page. Also, all corrections should be initialed. Overwriting on any Tender document shall not be accepted.
- (x) Tender terms and conditions mentioned in the Tender should be carefully studied. The online submission of Tender by the Bidder under their Login ID is considered as a token of acceptance of the terms and conditions therein. Bidder should retain a copy of Tender document submitted online for his/her reference / record purpose.

25.2. TECHNICAL TENDER:

Submission of Technical Tender: Details of documents to be submitted on-line and in physical form are as under:

Sr. No	Particulars	Submission on line	Submission of physical documents as part of Technical Tender.
1	Tender fee of Rs 1180/- by DD	√	√
2	EMD of Rs 10,00,000/- by DD	√	√
3	MSME registration certificate (as applicable)	√	√
4	Integrity Pact as per Annexure-1	√	√
5	Draft Agreement for supply of Bitumen Emulsions as per Annexure-2	√	
6	Product Specification as per Annexure-3	√	
7	Specifications for Bitumen Drum as per Annexure-4	√	
8	Particulars of Bidder as per Attachment-1	√	
9	Technical Evaluation Requirements as per Attachment-2	√	
10	Bidder's Covering Letter as per Attachment-3	√	
11	General Irrevocable Power of Attorney as per Attachment-4	√	
12	Details of relationship with BPCL Directors as per Attachment-5	√	
13	Bank Guarantee format as per Attachment-6	√	
14	Self-attested copy of the acknowledged Income Tax Returns for the last three financial years ending 31.03.2019.	√	
15	Self-attested copy of audited Annual reports, Profit & Loss statements and Balance Sheets for the last three financial years ending 31.03.2019.	√	
16	Solvency Certificate from Bankers for Rs 7.25 crores	√	
17	Self-attested copies of Trading License or Firm / Company	√	

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	Registration Certificate.		
18	Self-attested copies of Import License / Authorized dealer letter from Refiner(as applicable)	√	
19	Self-Attested copies of work order(s) /contract(s) /agreement(s) and work completion certificates towards experience in handling similar jobs in Bitumen Emulsion Grades. Production / Sales related data (invoices/work orders/contract agreements/sales turnover) from Bidder's clients for bitumen/bitumen emulsions/bituminous products for each of the last 3 financial years 2017-2018, 2018-2019 and 2019-20 to be attached.	√	
20	Self-attested copies of PAN, PF, ESIC, GST Registration certificates	√	
21	Self-Attested copies of Statutory documents (Plant Layout, Registration certificate, Explosives / PESO license for storage of SKO(in case not available, then application for obtaining PESO license to be submitted & final PESO license to be submitted before signing of the agreement), Factory License, Pollution control certificate, ISO Certificate, etc., as applicable	√	
22	Self attested copy of Production Capacity Certificate for Bitumen Emulsion Mill / Plant (from OEM / Other authorized agency)	√	
23	Self attested copy of Storage Capacity Certificate for Bitumen Emulsion Tank (from Legal Metrology / OEM / Other authorized agency)	√	
24	Self attested copy of the latest Bitumen Emulsion (RS1 / SS1) Test Certificates (Certificates dated in the year 2019 or later) from NABL accredited lab for the product produced at the Bidder's plant / location	√	
25	Holiday Listing declaration as per Attachment -7	√	
26	General Purchase Contract Condition as per Attachment-8	√	
27	All pages of the tender document duly signed by the authorized signatory with seal, as acceptance of tender terms and conditions	√	
28	Declaration by bidder - not under liquidation, court receivership or similar proceeding	√	
29	CA Certificate as per Attachment – 9 (For MSME bidders)	√	

25.3. PRICE BID :

- Bidder shall submit Price Bids **online only** by e-Tendering through e-procurement system on <https://bpcleproc.in> under their login ID only.
- The bidder shall quote a price for RS1 and SS1 grades of Bitumen emulsions which shall include all elements including processing, procurement of drums, packing, loading, transportation, unloading etc. but excluding the raw material cost which are reimbursable as given in the table below:

The Bidders shall be reimbursed the cost of raw materials as follows:

For per MT of RS1	65 % of the declared VG10 grade Bulk Bitumen basic selling price per MT (excluding GST) ex Kochi Refinery ruling on the date of supplier's invoice.
For per MT of SS1	50 % of the declared VG10 grade Bulk Bitumen basic selling price per MT (excluding GST) ex Kochi Refinery ruling on the date of supplier's invoice and 34 % of the declared basic selling price per MT (excluding GST) of Industrial



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SKO at Kochi ruling on the date of supplier's invoice.

Online Price Tender / Bid should be quoted as given below:

Sl.no:	DETAILS	Unit	RS 1	SS1
1	Quote for processing, packing, placement at Kochi Refinery drum plant and any other cost as per tender conditions	Rs. per MT	To be quoted	To be quoted
2	Total Quantity proposed for each grade (per annum)	MT	3,000	7,000
3	Total amount (1) x (2) per annum	Rs.		
4	Total amount for THREE (3) years	Rs.		
5	Total amount for both grades for THREE (3) years	Rs.		

Note: 1. The above Price has to be quoted exclusive of GST.

2. The above format is only for reference purpose, to be submitted blank along with the other tender documents.
3. Actual price Bid to be submitted online only through e-procurement system on <https://bpcleproc.in> under their login ID Only.

26. CUSTOMER PROTECTION :

The Successful Bidder will not approach any of the BPCL customers with any commercial offer whatsoever which can hamper business prospects of BPCL with the customer. In the event of such incident coming to notice, BPCL shall seek details/ clarifications from the vendor and if warranted may terminate the contract immediately and the balance quantity be awarded to other vendor and the Security Deposit of the bidder will be forfeited. The BPCL Invoices/ LOI will not be used by the Bidders for any commercial gain.



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

Technical Tender

Annexure – 1

INTEGRITY PACT

Between

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

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

Section 2 – Commitments of the Bidder / Contractor / Supplier

- 1) The Bidder / Contractor / Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder / Contractor / Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.



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- c) The Bidder / Contractor / Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor / Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder / Contractor / Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e) The Bidder / Supplier / Contractor shall make sure that the terms of this Integrity pact are also adopted by its Sub-Contractors / Sub -Sub-Contractors, etc., if any and submit such adoption confirmation proof to the Principal.
- 2) The Bidder / Contractor / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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



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

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

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

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

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

Section 8 – Independent External Monitors

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



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Section 9 – Pact Duration

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

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

Section 10 - Other provisions

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

.....
For the Principal

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

Place

Witness 1
(Signature/Name/Address)

Date

Witness 2:
(Signature/Name/Address)



SOURCING OF BITUMEN EMULSIONS AT KOCHI REFINERY

Technical Tender

Annexure- 2

AGREEMENT FOR SUPPLY OF SPECIFIED GRADES OF BITUMEN EMULSIONS AT KOCHI

THIS AGREEMENT (hereinafter referred to as the "AGREEMENT") is made at Kochi this _____ day of _____, 2019 BETWEEN M/s. Bharat Petroleum Corporation Ltd., a company incorporated in India and having its registered office at Bharat Bhavan, No: 4&6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001 (India) and Territory Office at Kochi Refinery Marketing Building, Ambalamugal, Kochi-682302 (hereinafter referred to as "Principal" which expression shall mean and include its successors and permitted assigns) collectively referred to as "PARTIES" or singularly referred to as 'PARTY' as the context requires.

AND

_____ (Name of the hereinafter referred as "Supplier"), an Indian company incorporated under the Companies Act, 1956, and having its registered office at _____

_____ (hereinafter referred to as 'the Supplier' which expression shall mean and include its successors and permitted assigns);

WHEREAS

- A. Principal is inter-alia engaged in the business of refining of crude oil, marketing and distribution of petroleum products.
- B. Supplier has been established as a company to render and provide specified grades of Bitumen emulsions.
- C. Principal has requirement for Sourcing of Bitumen Emulsion Grades (RS1 and SS1) which shall include operations such as manufacturing, storing, packing, transportation and delivery to Seller's location in Kochi.
- D. Principal has accepted the offer of Supplier and has agreed to source Bitumen Emulsion Grades (RS 1 and SS1) confirming to BIS specifications IS8887: 2017 from the supplier.

NOW THEREFORE, in consideration of the premises and the mutual terms and conditions hereinafter set forth, the Parties agree as follows:

1. ENGAGEMENT

Principal hereby engages the services of Supplier and Supplier hereby agrees to produce Bitumen Emulsion Grades, provide facilities at its plant for production, storage, handling and delivery of the products subject to and on the terms and conditions contained in this Agreement.

The Integrity pact dated _____ in respect of tender no 1000347277 signed between the parties is part and parcel of the agreement for supply of specified grades of bitumen emulsions at Kochi

2. Supplier shall:

- a. Be responsible for:
 - Production of required Emulsions grades (RS1 and SS1)
 - Testing of Batch production of Emulsions at NABL accredited Lab
 - Packing of Emulsion in Drums as per specification provided
 - Loading of Drums at Bidder's plant post the successful receipt of certification report from NABL Lab and approval from TPIA appointed by BPCL for release of such drums.
 - Dispatch and transportation of Drums from Bidder's plant to BPCL-KR
 - Unloading of Drums at Bidder's expense within KR as per the space provided



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- b. Ensure that the Services shall be performed under and in accordance with this Agreement with due diligence and efficiency, professional skill and workmanship, sound principal and prevailing oil industry practices, statutory requirements as per the applicable laws of India relating to health, safety at work, environmental protection and fire prevention, and in accordance with the requirements of the relevant permits / rules & regulations of the Factory Act regulations etc.,
 - c. Obtain and maintain the necessary permits, licenses and approvals and comply with all applicable law, statutory requirements and regulations being in-force from time to time to carry out its obligations under the Agreement.
 - d. Supplier shall review and make necessary infrastructure arrangements/changes as and when required, in order to carry out their obligations under the Agreement.
 - e. Supplier shall permit BPCL authorities, full access to the plant and the facilities at any time during regular business hours for the purposes of inspection. In case these are required to be done outside the regular business hours, Supplier shall permit all the above mentioned authorities, access to the Facilities, as per their requirements.
 - f. Co-ordinate with the Principal's representatives for their product movement plan through on a day to day basis.
 - g. Maintain the facilities at its plant in good order and in working condition at all times.
 - h. The services to be provided by Supplier under this Agreement shall be available on round the clock basis throughout the year, including Sundays/Holidays, for all the operations and at no extra costs whatsoever to BPCL.
- viii) In respect of its employees and labour forces, Supplier to ensure, and remain totally responsible, for compliance and implementation of all laws, rules and regulations as applicable, more particularly Workmen's Compensation Act 1923, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Disputes Act, 1947, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, and other relevant labour / other legislations in force. Principal shall in no event, be liable or responsible for any default that will arise out of non-observance/ non-compliance of such laws/ rules on the part of Supplier and that Supplier shall indemnify and keep indemnified Principal against the same and from any proceedings in respect thereof.

3. Quantity requirement:

- a) Supplier will be provided with a schedule for the quantity to be supplied to the principal during the contract period on the basis of the requirements. Supplier to ensure entire quantity specified for each of the period is supplied within seven days.
- b) The Quantity loaded in drums and received at BPCL, Kochi Refinery (BPCL-KR) premises on weight basis (in MT) will be accounted as the quantity Received / delivered to Principal and all payments will be settled against the quantities confirmed / certified as received at BPCL, Kochi Refinery.

4. DELIVERY PERIOD/ SCHEDULE:

Supplier agrees that timely delivery as per the delivery schedule given by principal is the essence of this contract. .

Supplier to ensure the supplies to BPCL-KR are as per the indents / periodic schedule provided by Principal.

5. SECURITY DEPOSIT:

The Supplier, within 15 days of placement of LOI shall deposit a Bank Guarantee (BG) and /or Demand draft for an amount equivalent to 5% of the value of contract or Rs. 1.00 Crore whichever is lower. The validity of the



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

Bank Guarantee will be for TWO (2) years plus a claim period of 6 months thereafter. In case the contract is extended for ONE (1) more year at the sole discretion of BPCL, the Bank Guarantee towards Security Deposit is also to be renewed / extended accordingly for further one year plus a claim period of 6 months thereafter.

6. TERM:

Subject to the terms of this agreement, Supplier will make available to Principal and Principal will purchase Bitumen Emulsion Grades, use the Supplier's facility for a period of **TWO (2) years (the "Term") with effect from the date of the first dispatch of the product from the Supplier's plant / location and with a sole option / discretion on the part of the Principal to extend the same up to ONE (1) more year on the same rates, terms and conditions. The Principal reserves the right to foreclose the agreement by giving 30 days' notice to the Supplier.**

7. OWNERSHIP:

The plant shall solely vest in and is the absolute property (both legal and beneficial ownership) of the Supplier and shall not be within the ownership control or disposition of the Principal. The Principal acknowledges and agrees that (a) it has no proprietary or other rights in or to the plant and (b) it shall not at any time challenge or otherwise oppose Supplier's ownership of the plant.

8. Price applicable :

All rates shall be deemed to cover the cost of Procurement, applicable taxes, duties, Supplier personnel and services, working charges, all stock losses, Loading charges, Transportation charges, water charges, Electricity charges, Municipal taxes, documentation, manpower etc. including the cost of payroll, allowances, over heads, profits and fees.

9. Taxes / Duties

Supplier would be fully responsible for all statutory compliances (including maintenance of records, timely submission of records, Customs duties/ VAT / Excise / TOT / GST returns etc.) Supplier indemnifies Principal against all taxes, assessments, duties and/or other governmental charge or impositions whatsoever at any time concerning Product or services irrespective of whether the Product is still in Suppliers Facilities or not.

If any new tax is introduced on sale of goods/services by VENDOR (Supplier) to OWNER (Principal) in lieu of one or more of the then existing taxes or as a new tax altogether and the rate and impact of the new taxes is less than the rate and impact of existing tax or taxes which it replaces, VENDOR shall pass on to OWNER the benefit thereof by way of commensurate reduction in the amount payable by the OWNER to VENDOR. If on the other hand, the rate of the new taxes is in excess than the rate of the existing taxes it replaces, the OWNER on satisfactory proof shall reimburse the VENDOR the additional tax paid by the VENDOR as the result of the imposition of the new taxes provided they are within the contractual completion date.

Explanation: For the purpose of above clause, impact means and includes the addition/reduction of taxes suffered on inputs, input services & capital goods. Further, impact of stranded taxes like CST on Interstate purchases, entry tax/octroi, etc (if applicable) also needs to be considered.

The vendor shall take steps viz uploading invoice in GSTR 1 , payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax laws including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either



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rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.

Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.

10. PAYMENT TERMS:

10.1 The quantity received by BPCL in packed drums for emulsions from the plant of the Supplier on weight basis (in MTs) will be the deemed quantity and the payments will be settled based on quantities confirmed / certified as received at BPCL, Kochi Refinery.

Payment Schedule: Bills should be submitted to the Territory office at Kochi on weekly basis, 1st -7th, 8th-15th, and so on and the payment shall be made within 30 days from the receipt of clear bill (duly certified by BPCL officials) from the Supplier. All bills should be supported with the acknowledged copies of the Goods Consignment Note / Delivery Challan duly certified with the sign & seal of BPCL-KR representative / official for the quantity received at their end.

11. PRODUCT QUALITY:

11.1 The supplier shall manufacture Emulsion as per specifications given in IS8887:2017 and deliver it to the BPCL in Packed Drums as per the instructions of the Company.

11.2 Bitumen Emulsion (all grades) shall be supplied in 210 litres MS drums as been communicated by BPCL. The supplier shall arrange the drums; arrange for painting of drums (as per BPC's colour codes); stenciling of BPC Logo & Name /Product Name/Grade/ etc. on the drums as per BPC's requirements. BPCL shall inform the coding methodology for the stenciling on the drums from time to time to the supplier.

11.3 During the course of execution of ordered qty of Bitumen Emulsions under the contractual agreement with the selected party, BPCL shall reserve the right to carry out surprise inspection at any point of time at any of the Supplier's premises. BPCL can at their discretion test the samples at Supplier's premises or at BPCL's own lab or any reputed independent laboratory for testing of Bitumen emulsions' being produced under the contractual agreement.

11.4 Supplier will be responsible for any rejection by the customer and its consequences.

11.5 Supplier shall have the testing equipment required to control their manufacturing process & testing of finished products.

11.6 All raw materials including Bitumen VG 10 for the manufacture of various types of Bitumen Emulsions (RS1 and S1) shall be in the scope of the supplier. All the batches made by the supplier shall be tested for all the parameters provided in the specification sheet for each grade of bitumen emulsion (RS1 and SS1) at a LAB which is accredited by NABL specifically for carrying such tests.

11.7 Each batch (After completion of manufacture of a lot and subsequent quality check clearance) of Emulsion shall be tested by the supplier as per specifications given in IS8887:2017 at a NABL accredited lab which is certified and accredited by NABL to conduct such test to conform all



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parameters of bitumen emulsions as per IS 8887:2017 specifications prior to obtaining clearance from BPCL for dispatch.

- 11.8** BPCL shall appoint Third Party Inspection Agency (TPIA) for quality checks at supplier's premises when the batches are made ready for packing/supplies to BPCL's nominated location and Supplier shall allow the inspection by TPIA at all times during the validity of the contract without any conditions.
- 11.9** The brief scope of work of the TPIA is as follows
- The TPIA shall be conducting periodic inspections of the MS drums procured by the successful bidder for adherence to the standards specified by BPCL
 - The TPIA shall draw samples from storage tanks when each batch is made ready and shall send it to the NABL Accredited lab partner of the successful bidder for testing
 - The TPIA shall witness the filling/packing of each batch into the MS drums. Once filled/packed, the MS drums shall be stacked together and sealed.
 - Once the samples of the respective batches are cleared by the NABL accredited lab partner and test certificate is issued, the TPIA shall remove the seal and clear the batch for dispatch to BPCL's nominated location
- 11.10** BPCL shall provide artwork to be printed on the drums (in case of packed bitumen) to the successful party. The party will show and submit us printed drums for approval before commencing supplies.
- 11.11** The TPIA appointed by BPCL shall also conduct regular inspection of the MS drums for quality and also the adherence of the artwork painted on the drums as per the specification provided by BPCL
- 11.12** BPCL will conduct quality checks of RS1 and SS1 emulsion quantity delivered at BPCL-KR by deploying suitable statistical methods for random testing at BPCL nominated LAB to ensure that product quality is as per the IS8887:2017 specifications.
- 11.13** Sample of 5 kgs should be drawn from each batch, sealed, labelled with batch particulars and should be retained under safe custody at the Plant for a period of 30 days. A record of the batch samples should be maintained in a Register for inspection by BPCL. This period may be increased or decreased from time to time at the sole discretion of the Company.
- 11.14** The supplier shall maintain Quality Control Records for each batch of Emulsion. These records will be made available to Company officials as and when required by the Company. The Company will have the liberty and right to cross check the quality of Bitumen/Additives/Chemicals etc.
- 11.15** The supplier shall mention the details of tests results conducted on packaging material in the same report as that of product test report which shall be submitted to BPCL.
- 11.16** Supplier shall submit Test Report for each and every batch together with concerned packaging material test report to BPCL along with the documents / delivery challan for the each respective supply made to BPC-KR.
- 11.17** In case of field complaints on product quality, supplier will make joint visits along with BPCL team to investigate the complaints and take necessary corrective action based on BPCL feedback.



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

11.18 BPCL reserves the right to get the product tested at any of its lab / third party lab before giving final clearance for dispatch. Each batch is to be tested as per the specifications given in IS8887:2017 and product finally passing as per the desired specification would be dispatched to BPCL.

11.19 Supplier will be entirely responsible for ensuring quality of product during storage/ contract period. In case it is found that product is not meeting specifications on instances as mentioned in point 11.19.1 , 11.19.2 and 11.19.3 below, the supplier will be put on Holiday listing for one year (on occurrence of default in third instance) and the supplier's security deposit shall be forfeited (on occurrence of default in third instance)

11.20 On receipt of filled Bitumen Emulsion drums from Supplier at the nominated location, periodic sampling of specific number of drums shall be done and tested at BPCL nominated LAB before marketing of the same.

11.21 PENALTY ON ACCOUNT OF NON-MEETING OF QUALITY

11.21.1 It is expected that supplier at all times must meet all the quality parameters as listed in point 11 (11.1 to 11.20) for all the loads supplied to BPCL.

11.21.2 In the circumstances where the bitumen emulsions as supplied by the supplier at BPC-KR do not meet the quality specifications as per IS 8887:2017, the following actions shall be imposed on supplier with no scope of relaxation under any other clause of the contract.

Instance	Action for Material not conforming to standards (IS 8887:2017)	Penalty for supplying the material not conforming to standards (IS 8887:2017)
First	<ul style="list-style-type: none">• Complete load supplied to Principal shall be rejected without any conditions what so ever.• Supplier has to arrange for the entire logistics (including loading cost, transportation cost, unpacking cost and any other associated costs) to uplift the rejected load from Principal within 30 days of the intimation of the rejection informed in writing by Principal.• Any delay in uplifting of the rejected load beyond 30 days shall attract monthly handling charges @ Rs 40,000 to be paid by supplier.• After 60 days if the supplier still does not uplift the rejected quantity of bitumen emulsions supplied, BPCL shall, at its discretion, dispose the stocks (emulsions and drums) as deemed fit and recover any cost towards the same from the supplier.	<ul style="list-style-type: none">• First instance of failure of confirmation to quality standards shall also attract a penalty charge of Rs 100,000 irrespective of the size/number of drums provided in the rejected consignment.• The penalty charge has to be paid by the supplier within 15 days of receipt of intimation of rejection of the consignment.• Any further delay beyond 15 days in payment of penalty charges shall attract Delayed Payment Charges at the rate of One year SBI MCLR + 6% p.a.



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Second	<ul style="list-style-type: none">• Complete load supplied to Principal shall be rejected without any conditions what so ever.• Supplier has to arrange for the entire logistics (including loading cost, transportation cost, unpacking cost and any other associated costs) to uplift the rejected load from Principal within 30 days of the intimation of the rejection informed in writing by Principal.• Any delay in uplifting of the rejected load beyond 30 days shall attract monthly handling charges @ Rs 40000 to be paid by supplier.• After 60 days if the supplier still does not uplift the rejected quantity of bitumen emulsions supplied, BPCL shall, at its discretion, dispose the stocks (emulsions and drums) as deemed fit and recover any cost towards the same from the supplier.	<ul style="list-style-type: none">• Second instance of failure of confirmation to quality standards shall also attract a penalty charge of Rs 500,000 irrespective of the size/number of drums provided in the rejected consignment.• The penalty charge has to be paid by the supplier within 15 days of receipt of intimation of rejection of the consignment.• Any further delay beyond 15 days in payment of penalty charges shall attract Delayed Payment Charges at the rate of One year SBI MCLR + 6% p.a.
Third	<ul style="list-style-type: none">• Complete load supplied to Principal shall be rejected without any conditions what so ever.• Principal has to arrange for the entire logistics (including loading cost, transportation cost, unpacking cost and any other associated costs) to uplift the rejected load from BPCL within 30 days of the intimation of the rejection informed in writing by Principal.• Any delay in uplifting of the rejected load beyond 30 days shall attract monthly handling charges @ Rs 40,000 to be paid by supplier.• After 30 days if the supplier still does not uplift the rejected quantity of bitumen emulsion supplied, BPCL shall dispose the stocks (emulsions and drums) as deemed fit and recover any cost towards the same from the supplier.	<ul style="list-style-type: none">• The Security deposit of the supplier shall be forfeited on the third instance of failure of meeting product quality as specified in tender document.• The third instance of failure of confirmation to quality standards shall also terminate the contract with immediate effect without any condition what so ever.



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

11.21.3 Under any instance of failure of sample, joint sampling and testing shall be carried out at BPCL nominated laboratory within India so as to confirm the test parameters meeting IS 8887: 2017 specifications for bitumen emulsion.

12. PRODUCT LOSS:

The principal will be taking delivery and will make payments for the quantity received in the packed drums at BPCL, Kochi Refinery premises. Principal is in no way responsible for any loss of product during the course of receipt, storage, handling, transportation and delivery.

13. LIABILITIES AND INDEMNITIES:

- a. Notwithstanding anything contrary in the Agreement, Supplier shall not be liable for any claim arising:-
 - (i) From Force Majeure.
- b. In the event of occurrence of any untoward incident such as pilferage, fire, theft etc., at the plant operator premises principal is to be duly indemnified against all charges and consequences.
- c. In respect of all provisions stated in the agreement providing for one Party ("the indemnifying Party") to indemnify the other ("the other Party"), the following shall be conditions to such indemnity:
- d. Prompt written notice shall be given to the Indemnifying Party by the other Party of such claim; and
- e. No payments shall be made by the other Party in respect of which it may wish to claim against the indemnifying Party under this Clause to any third party claimant without prior consultation with the Indemnifying Party; and
- f. The Indemnifying Party shall be given the opportunity by the other Party to participate in the negotiations for settlement or in the defence of such claims.
- g. Neither Party shall be liable to the other under any of the indemnities expressed in this Agreement, or in contract or in tort, for any indirect or consequential losses including but not limited to loss arising from business interruption, loss of use, loss of profit and loss of anticipated profit.

14. ASSIGNMENTS:

Neither party shall have the right to assign this Agreement, in whole or in part, or any rights hereunder without the prior written consent of the other Party. This written consent shall not be unreasonably withheld or delayed and any reason for disapproval shall be given in writing, setting out the grounds for reaching the decision. This agreement shall inure to the benefit of and be binding upon its successors and permitted assigns of the Parties hereto. In the event of any assignment by either Party the assigning Party shall remain permanently liable to the other party for all obligations contained in this Agreement regardless of whether such obligations were part of or covered by the Assignment.

15. WAIVER:

The failure of either Party to insist in any one or more instances upon the performance of any term or conditions of this Agreement, or to exercise any right afforded to such Party herein, shall not be construed as a waiver or relinquishment of the future performance of any such term or conditions by the other Party, or the future exercise of such right, and the respective obligations of the parties as to their future performances shall



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continue in full force and effect. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concerned party.

16. MODIFICATION:

This Agreement may not be amended, changed, or modified in any way except by a written amendment executed by the Parties hereto. Any such written amendment needs no additional consideration to be enforced.

17. LAW AND LANGUAGE:

The Parties agree that this Agreement shall be governed by and interpreted and construed in accordance with the laws of India.

The operations carried out or to be carried out by Supplier shall be subject to the laws, regulations and rules in force and directions, that have been given or will be given by the Government or local authorities or other authorities, institutions or persons having authority to do so. If such laws, regulations, rules or directions are amended after the date on which the Agreement has been executed, the amendments shall be deemed to form part of that Agreement.

The parties agree to submit to the exclusive jurisdiction of the courts at Kochi in connection with any matters which might arise out of this agreement.

The language for the purposes of this Agreement shall be the English language and all correspondences, notices and communication etc. shall be in English.

18. NO AGENCY:

Save for the provisions contained in this Agreement, nothing herein shall create or constitute a relationship of agency between Principal and Supplier, and Supplier undertakes that it shall not conduct itself or hold itself out as agents of Principal in any measure or under any circumstances whatsoever.

19. COMPLIANCE WITH LAWS AND REGULATIONS:

Each Party to this Agreement shall conform to all applicable provisions of every statute, statutory instrument, bye-laws or regulations from time-to-time in force affecting this Agreement and will give all necessary notices and obtain every requisite sanction or approval in respect of this Agreement under every such statute instrument bye-law or regulations.

The non-conforming Party shall indemnify the other Party against any fines, penalties, losses, costs or expenses incurred by the other Party in respect of any non-compliance with the provisions with the laws and/or regulations.

20. TERMINATION:

20.1 Ground of Termination;

At any time after the day of execution of this Agreement, either party may terminate this Agreement upon the occurrence of one or more of the following events in relation to the other:

- A substantial breach or failure to comply in any material respect to any provision of this Agreement in such a way that it is unreasonable for the other Party to continue with the Agreement and such failure continues for more than 30 (thirty) days following written notice thereof by the other Party to the Party in breach; or
- The appointment of any receiver, receiver and manager or administrator or a petition is presented or order passed for the winding up or liquidation for their equivalent in any jurisdiction, which is applicable of that Party or any material part of their undertaking.
- Non-compliance with Article 11 of this Agreement



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

20.2 Termination at Discretion:

Notwithstanding anything contained/provided in this Agreement and attachments to this Agreement either party shall have the right at its sole discretion to terminate this Agreement by giving advance 90 days written notice to the other Party without assigning any reason for such termination. During the said notice period of 90 days it would be binding on both Parties to fulfil their respective contractual obligations as mandated by this Agreement.

20.3 The termination or purported termination of this Agreement shall be without prejudice to any claims or rights of action previously accrued to either party against the other.

21. **NOTICE:** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be given by registered post, hand delivery, courier service, telex, or telefax addressed to the relevant party at the addresses set forth below or such other addresses as may be designated from time to time.

A) In case of Supplier to :

Address of Supplier
Attention: Managing Director
Telefax: +91 _____

B) In case of Principal to:

M/s. Bharat Petroleum Corporation Ltd.
Attention: Territory Manager, I&C Kochi Territory.
Telefax: _____

22. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties and it supersedes all prior written or contemporaneous oral undertakings relating to the storage or Product and there are no other agreements or understandings between the Parties to this subject matter.

23. FORCE MAJEURE:

23.1 None of the Parties shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided notice of occurrence of any Force Majeure event is given by the affected party to the other parties within a period of 10 (Ten) days of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event.

23.2 Definition of Force Majeure : To the extent that the event is not within the reasonable control of the party whose performance under this Agreement is affected thereby, the term "Force Majeure" as used in this Agreement shall mean and include any of the following events: war, hostilities, acts of the public enemy or belligerents, sabotage, blockage, revolution, insurrection, Supplier, or disorder, expropriation, requisition, confiscation or nationalization; act of God: fire, earthquake, storm, flood, lightning, or to government taking over whether or not by formal requisition, epidemic, quarantine, strikes or combination of workmen, lockouts or other labour disturbances; explosion, accidents by fire or otherwise to plants, storage facilities, installations, machinery, or to transportation or distribution facilities or equipment or any other event, whether or not of the same class of kind or those above set out.

23.3 Should the event of Force Majeure for an uninterrupted period of ninety (90) days or more, then either party shall have the right to terminate this agreement by a ninety (90) days' notice to the other and this Agreement shall terminate upon the expiry of such ninety (90) days period if the Force Majeure event subsists.

24. ARBITRATION:



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

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

- a. The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- b. The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- c. The Seat of arbitration shall be at Kochi
- 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

This agreement shall be governed by the laws as prevailing in India and the Courts in Kochi, Kerala only and no other Courts will have the exclusive jurisdiction in relation to this Agreement.

25. CHANGE IN LAWS AND REGULATIONS OF GOVERNMENT AND LOCAL AND OTHER AUTHORITIES:

The operations carried out or to be carried out by Supplier shall be subject to the laws, regulations and rules in force and directions, that have been or will be given by the Government or local authorities or other authorities, institutions or persons having authority to do so. If such laws, regulations, rules or directions as amended after the date of which the Agreement has been executed, the amendments shall be deemed to form part of that Agreement. Consequently, all such future statutory levies, taxes, dues etc. to avail Supplier's services at the Terminal would be fully payable by Principal at all times.

26. CUSTOMER PROTECTION :

The Supplier will not approach any of the BPCL customers with any commercial offer whatsoever which can hamper business prospects of BPCL with the customer. In the event of such incident coming to notice, BPCL shall seek details/ clarifications from the supplier and if warranted may terminate the contract immediately and the balance quantity be awarded to other vendor and the Security Deposit of the supplier will be forfeited. The BPCL Invoices/ LOI will not be used by the Supplier for any commercial gain.

27. CONFIDENTIALITY:

The terms of this contract are strictly confidential between Supplier and the Principal and any breach of this confidence, will be viewed with utmost seriousness being tantamount to breach of contract leading to termination of contract and action that will follow legal or otherwise.

IN WITNESS WHEREOF the Parties through their authorised representatives have signed the Agreement in two counterparts at the place and date specified first, herein above.

For and on behalf of
Supplier

For and on behalf of
Bharat Petroleum Corporation Ltd.

Witness :

Witness :

1) _____

1) _____

2) _____

2) _____

Place :

Date

SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

Technical Tender

Annexure-3

Table 1 Physical and Chemical Requirements of Bitumen Emulsion (Cationic Type)
(Clauses 4.2 and 6.2)

Sl No.	Characteristics	Grade of Emulsion					Method of Test	
		RS-1	RS-2	MS	SS-1	SS-2	IS No.	Annex
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
i)	Residue on 600 micron IS Sieve, percent by mass, <i>Max</i>	0.05	0.05	0.05	0.05	0.05	—	B
ii)	Viscosity by saybolt furol viscometer, seconds						3117	—
	1) At 25°C	—	—	—	20-100	30-150		
	2) At 50°C	20-100	100-300	50-300	—	—		
iii)	Coagulation of emulsion at low temperature ¹⁾	Nil	Nil	Nil	Nil	Nil	—	C
iv)	Storage stability after 24 h, percent, <i>Max</i>	2	1	1	2	2	—	D
v)	Particle charge	Positive	Positive	Positive	—	Positive	—	E
vi)	Coating ability and water resistance:						—	F
	1) Coating, dry aggregate	—	—	Good	—	—		
	2) Coating, after spraying	—	—	Fair	—	—		
	3) Coating, wet aggregate	—	—	Fair	—	—		
	4) Coating, after spraying	—	—	Fair	—	—		
vii)	Stability to mixing with cement (% coagulation), <i>Max</i>	—	—	—	—	2	—	G
viii)	Miscibility with water	No Coagulation	No Coagulation	No Coagulation	Immiscible	No Coagulation	—	H
ix)	Tests on residue:							
	1) Residue by evaporation, percent, <i>Min</i>	60	67	65	—	60	—	J
	2) Penetration 25°C/100g/5 sec	80-150	80-150	60-150	—	60-120	1203	—
	3) Ductility 27°C/cm, <i>Min</i>	50	50	50	—	50	1208	—
	4) Solubility 1 trichloroethylene, percent by mass, <i>Min</i>	98	98	98	98 ²⁾	98	1216	
x)	Distillation in percent volume of distillate recovered at 360°C at						1213	—
	1) 190°C	—	—	—	20-55	—		
	2) 225°C	—	—	—	30-75	—		
	3) 260°C	—	—	—	40-90	—		
	4) 316°C	—	—	—	60-100	—		
	5) Residue at 360°C, percent, <i>Min</i>	—	—	—	50	—		
xi)	Water content, percent by mass, <i>Max</i>	—	—	—	20	—	1211	—

¹⁾ This requirement shall be applicable only under situations where the ambient temperature is below 15°C.

²⁾ The value of solubility is determined on distillation residue at 360°C



SOURCING OF BITUMEN EMULSIONS AT KOCHI REFINERY

Technical Tender

Annexure-4

TECHNICAL SPECIFICATIONS
DRUM EMPTY BITUMEN EMULSION, CAPACITY 210L, 1.00 MM

Containers: packaging: Sample can

Type	DRUM, EMPTY BITUMEN EMULSION
MAT	1S:1783 PART 2 GRADE B TYPE 2
THICKNESS (MM)	1
CAPACITY (L)	210

ADDITIONAL DATA

M.S. DRUMS WITH AMENDMENT 1&2, BODY SEAL ELECTRICALLY SEAM WELDED, BOTH ENDS TRIPLE SEAMED INCORPORATING SPECIAL SEALING COMPOUND, WITH TWO SCREWED CLOSURE ASSEMBLIES TO IS:1784, CAP SEALS AND TAG RINGS, WITHOUT INTERNAL PAINTING.

THE OUTSIDE SURFACE OF THE DRUM SHALL BE PAINTED (STOVE ENAMEL PAINT) BLACK WITH GREEN BAND OF 20 CM WIDE IN THE MIDDLE HORIZONTALLY FOR EMULSION RS 1 DRUMS.

FOR EMULSION SS1 DRUMS, IN ADDITION TO THE ABOVE PAINTING CODE, A YELLOW DISCONTINUOUS BAND (- - - -) OF 3" WIDE TO BE PAINTED IN THE MIDDLE OF THE GREEN BAND AROUND THE DRUM.

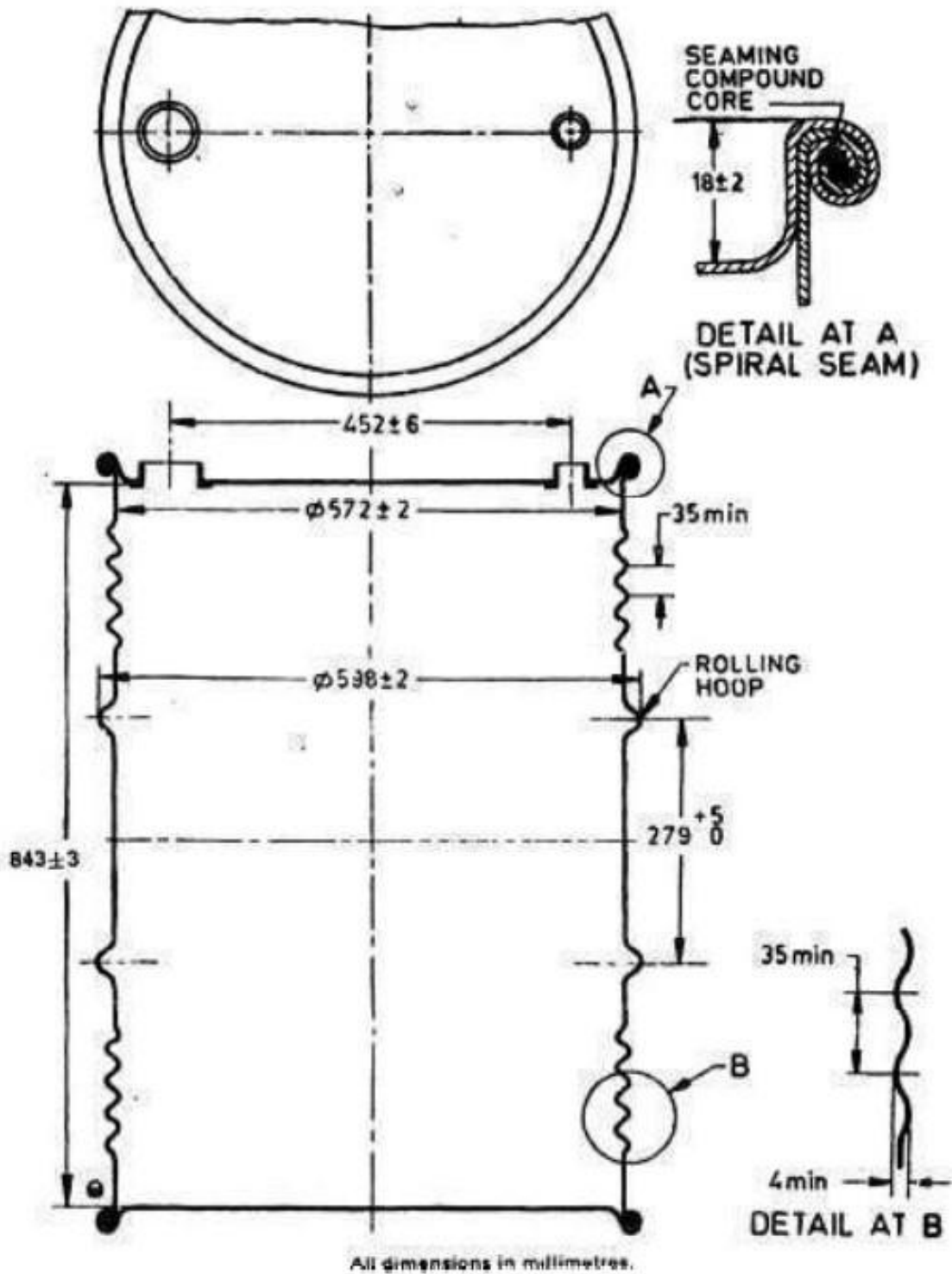
THE FOLLOWING SHALL BE MARKED ON THE SIDE AND TOP OF THE DRUM TO MEET IS 8887:

RAPID SETTING BITUMEN EMULSION (CATIONIC TYPE) TO IS 8887:2017 MFD FOR BHARAT PETROLEUM CORPORATION LIMITED

SLOW SETTING BITUMEN EMULSION (CATIONIC TYPE) TO IS 8887:2017 MFD FOR BHARAT PETROLEUM CORPORATION LIMITED

COLOR OF THE LETTERING SHALL BE WHITE. SAMPLE OF LETTERING TO BE APPROVED BY BPCL BEFORE PAINTING.

SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY



**SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY**

Technical Tender

Attachment-1

PARTICULARS OF THE BIDDER

Sr. No	Particulars	Please provide information here.	
1	Name of the Firm of Bidder:		
2	a. Registered Office Address: b. Address for Correspondence: c. E-mail address:		
3	Contact Details: Telephone No. : (with STD code) Fax No: (with STD code) Mobile No.:		
4	Status of Bidder viz. Individual, Firm, (Proprietor, Partnership, Limited Co., Others (Please specify) etc.,		
5	Name/s of Proprietor/Partners/ Directors of the Company:		
6	a)Year of establishment		
	b) Registration no. / Trading License no:		
	c)PAN No.		
	d)PF Registration No.		
	e)ESI Registration No.		
	f) GST Registration No.		
7	a)Name of Bankers with full address		
	b)Style of account and Account No.		
8	Please provide previous 3 years annual turn-over in Rs. lakhs.	2016-17	
		2017-18	
		2018-19	
9	Please provide previous 3 years Net worth in Rs. Lakhs	2016-17	
		2017-18	

**SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY**

		2018-19			
10	Name/s of the authorized representative/s. (Please attach a copy of POA of the representative/s to sign on behalf of the Bidder)				
11	Whether the Bidder (Proprietor/Partners/ Directors of the Company) are related to (as defined under Companies Act 1956) any of the Directors of BPCL. If yes, name of the Director & nature of relationship.				
12	Whether the Bidder is existing dealer / distributor of BPC. If yes, please give details.				
13	Details of Petroleum Products handling experience:	1) Name of Oil Co.			
		2)Contract reference no.			
		3)Period of Contract			
		4)Contracted volume			
14	Manpower profile of the Bidder	Name of the person	Qualification	Age	Experience
15	Whether any litigation / court case is pending against the Bidder which may affect the Bidder's obligation to this contract, if awarded.				

- i) We confirm that we have qualified / trained / experienced staff on roll to carry out / handle this job.
- ii) We confirm that the rates offered by us will remain valid for acceptance by you upto 180 days from the date of opening of Price Tender.
- iii) **This is to certify** that the details as furnished by us have been verified and found correct. If any information is found to be incorrect, the contract awarded to us shall be liable to be cancelled by BPCL and we shall be liable to pay to the Corporation such damages as Corporation may be put to due to termination of the contract.
- iv) **We also undertake** that should there be any action against the Corporation on account of award of contract in our favour on the basis of misrepresentation, we shall keep the Corporation completely indemnified against all the losses/damages, litigation, court action etc. This undertaking forms a part of contract agreement.

I / We affirm that all the terms and conditions of the Tender are acceptable to us. Further I / We confirm that the information and statements furnished above are true and open for verification at any time.

Name of Authorised Signatory:

Signature of Authorised Signatory:

Date / Place:

Seal / Rubber Stamp of the Bidder

**SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY**

Technical Tender

Attachment-2

Technical Evaluation – Requirements.

The bidder will have to comply with all the below technical requirements. Disagreement to any of the below requirements will result in the disqualification of the bidder and the bids of such bidders will not be considered for Technical evaluation.

S/No	Mandatory Technical Requirements	Compliance (Yes/No)	Supporting Documents attached (Yes/No)	Remarks
1	The bidder should have the capability for modification of Bitumen and the manufacturing facilities should produce and Bitumen Emulsion as per IS 8887: 2017 specification.			
1.1	Supporting documents :	1.		
		2.		
		3.		
2	Bitumen Emulsion produced from Bitumen VG-10 grade should meet the specification as per IS8887: 2017 specification and should have been tested and confirmed for meeting IS8887: 2017 specifications for bitumen emulsion by a NABL accredited LAB within India.			
2.1	Supporting documents :	1.		
		2.		
		3.		
3	Bidder shall have an in-house lab and all the necessary testing equipment required to control their manufacturing process & testing of finished products.			
3.1	Supporting documents :	1.		
		2.		
		3.		
4	The bidder shall have a suitable arrangement with a lab for carrying out the certification (testing process is accredited by NABL for all parameters to meet IS 8887:2017 specifications) of all the parameters for testing of bitumen emulsions grades as per IS 8887:2017 to be supplied to BPCL.			

Site-Visit: A team of BPCL officials will visit the bidder's plant and facility to inspect the facilities & ascertain / analyze the capabilities of the bidder.

1. BPCL Technical team during their visit to Bidder's plant as part of technical bid evaluation will assess the capabilities, capacities and facilities of the plant,
2. BPCL Technical team would collect three sets of samples of Emulsion produced from the production-line, Modifier and other additives used.
3. The bidder shall test the Emulsion samples drawn from the production line for all parameters as per IS 8887:2017 at an NABL accredited Lab within India. The Lab should be accredited by NABL for conducting the test for all parameters for certifying bitumen emulsions as per the specifications of IS 8887:2017
4. The test results should meet the specifications of IS8887: 2017 for Emulsion.
5. The test results shall be submitted to BPCL within 15 days of drawing the sample, failing which the respective bidder shall not be considered for further evaluation

**SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY**

Technical Tender

Attachment-3

BIDDER'S COVERING LETTER

FROM:

M/s. _____

(Name and Address of the Bidder)

To:

**Territory Manager (I&C),
Bharat Petroleum Corporation Ltd.,
I&C Territory, Kochi Refinery Marketing Office,
Ambalamugal, KOCHI – 682302, Kerala.**

Dear Sir,

**Sub : OPEN E-TENDER FOR SUPPLY OF SPECIFIED GRADES OF BITUMEN EMULSIONS
AT KOCHI**

With reference to your subject Tender, we confirm having carefully read and understood various conditions / documents supplied with the Tender.

We confirm having participated in the e-Tender and submitted the required documents on-line.

We hereby submit the following credential / technical Tender documents, duly completed uploaded in bpcleproc site and in a sealed envelope (as applicable) as per details given here under:

Sr. No	Particulars	Submission on line	Submission of physical documents as part of Technical Tender.
1	Tender fee of Rs 1180/- by DD	√	√
2	EMD of Rs 10,00,000/- by DD	√	√
3	MSME registration certificate (as applicable)	√	√
4	Integrity Pact as per Annexure-1	√	√
5	Draft Agreement for supply of Bitumen Emulsions as per Annexure-2	√	
6	Product Specification as per Annexure-3	√	
7	Specifications for Bitumen Drum as per Annexure-4	√	
8	Particulars of Bidder as per Attachment-1	√	
9	Technical Evaluation Requirements as per Attachment-2	√	
10	Bidder's Covering Letter as per Attachment-3	√	
11	General Irrevocable Power of Attorney as per Attachment-4	√	
12	Details of relationship with BPCL Directors as per Attachment-5	√	
13	Bank Guarantee format as per Attachment-6	√	
14	Self-attested copy of the acknowledged Income Tax Returns for the last three financial years ending 31.03.2019.	√	
15	Self-attested copy of audited Annual reports, Profit & Loss statements and Balance Sheets for the last three financial years ending 31.03.2019.	√	
16	Solvency Certificate from Bankers for Rs 7.25 crores	√	

**SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY**

17	Self-attested copies of Trading License or Firm / Company Registration Certificate.	√	
18	Self-attested copies of Import License / Authorized dealer letter from Refiner(as applicable)	√	
19	Self-Attested copies of work order(s) /contract(s) /agreement(s) and work completion certificates towards experience in handling similar jobs in Bitumen Emulsion Grades. Production / Sales related data (invoices/work orders/contract agreements/sales turnover) from Bidder's clients for bitumen/bitumen emulsions/bituminous products for each of the last 3 financial years 2017-2018, 2018-2019 and 2019-20 to be attached.	√	
20	Self-attested copies of PAN, PF, ESIC, GST Registration certificates	√	
21	Self-Attested copies of Statutory documents (Plant Layout, Registration certificate, Explosives / PESO license for storage of SKO(in case not available, then application for obtaining PESO license to be submitted & final PESO license to be submitted before signing of the agreement), Factory License, Pollution control certificate, ISO Certificate, etc., as applicable	√	
22	Self attested copy of Production Capacity Certificate for Bitumen Emulsion Mill / Plant (from OEM / Other authorized agency)	√	
23	Self attested copy of Storage Capacity Certificate for Bitumen Emulsion Tank (from Legal Metrology / OEM / Other authorized agency)	√	
24	Self attested copy of the latest Bitumen Emulsion (RS1 / SS1) Test Certificates (Certificates dated in the year 2019 or later) from NABL accredited lab for the product produced at the Bidder's plant / location	√	
25	Holiday Listing declaration as per Attachment -7	√	
26	General Purchase Contract Condition as per Attachment-8	√	
27	All pages of the tender document duly signed by the authorized signatory with seal, as acceptance of tender terms and conditions	√	
28	Declaration by bidder - not under liquidation, court receivership or similar proceeding	√	
29	CA Certificate as per Attachment – 9 (For MSME bidders)	√	

We attach herewith the following DDs:

1. **EMD** vide DD No. _____ dated _____ drawn on _____ (Name of the Bank) for Rs. 10,00,000 (Rupees Ten lakhs only) in favour of Bharat Petroleum Corporation Ltd., payable at KOCHI.

2. **Tender Fee** vide DD No. _____ dated _____ drawn on _____ (Name of the Bank) for Rs. 1,180/- (one thousand one hundred Eighty only) in favour of Bharat Petroleum Corporation Ltd., payable at KOCHI .

I am / we are authorized to sign this Tender as Proprietor or as per Power of Attorney issued by all other Partners / Directors as per Attachment-4.

Thanking you,

Yours Faithfully,

Signature / Seal of the Bidder:

Name and Address of the Bidder:



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

Place / Date:

Technical Tender

Attachment-4

(On Non-Judicial Stamp Paper as prescribed in the respective State)

GENERAL IRREVOCABLE POWER OF ATTORNEY

We, the undersigned (1) Shri _____ (2) Shri _____ (3) Shri _____ all residing at _____ the Partners / Directors of M/s _____ having its registered office at _____ do hereby nominate, authorize and appoint Shri _____ & Shri _____ who are our Partners/Directors in the firm to act as attorneys of our firm M/s _____ with full power and authority to exercise the following powers or any of them on our behalf and on behalf of our firm:

- i) To sign, seal, execute, perfect and/or complete the Tender document for supply / sourcing of Bitumen Emulsions at Kochi (Tender no:1000347277) and also other relevant documents required by M/s. Bharat Petroleum Corporation Ltd., a company incorporated under the Companies Act, 1956 and having its Registered Office at Bharat Bhavan, 4&6, Currimbhoy Road, Ballard Estate, Mumbai-400001, hereinafter called the "Company" (which expression shall include its successors and assigns in law) in respect thereof.
- ii) To negotiate, enter into correspondence with the Company and do all and everything necessary suitable or proper with regard to the said Tender for supply of bitumen emulsions (RS1 and SS1) at BPCL Kochi Refinery.
- iii) To sign, seal, execute, perfect and/or complete Sourcing/Terminalling / Handling Services Agreement and all and/or any other document, Indemnity Bond etc. required by the Company in connection with the said Sourcing/Manufacturing / Handling Services Agreement.
- iv) To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said Sourcing/Manufacturing / Handling Services agreement with BPCL.

We the said partner(s) do hereby agree to allow, verify and confirm all and whatsoever the said Shri. _____, and Shri _____ shall or may do or cause to be done in or about the said Tender and the Sourcing/Manufacturing / Handling Services Agreement, the execution and proper performance thereof by virtue of these presents.

This Power of Attorney shall remain irrevocable till the validity period of our quotation/ Sourcing/Manufacturing / Handling Services Agreement / or refund of our Security Deposit whichever is later.

In witness whereof, we have hereunto set and subscribed our hands at _____ this _____ day of _____ Two thousand and Twenty (2020).

Signatures

Signed, Sealed and delivered by the within named partners/ Directors of M/s _____

1) Shri _____

2) Shri _____

3) Shri _____

Before me.

Notary public (Notary's Stamp)



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

Attachment-5

DETAILS OF RELATIONSHIP WITH BPCL DIRECTORS

Bidders should furnish following details in the appropriate part based on their organization structure.

Organizational structure	Part of the form applicable.
--------------------------	------------------------------

Sole Trader	PART – A
Partnership	PART – B
Company Private / Public / Co-operative Society	PART -- C

PART – A

(Applicable where Bidder is Sole Proprietor)

1. Name:
2. Address: Residence: Office:
3. State whether Bidder is related to any of the Director(s) of BPCL: YES / NO
4. If 'Yes' to 3, state the name of BPCL's Director and Bidder's relationship with him/ her.

Place: SIGNATURE OF BIDDER

Date:

PART – B

(Applicable where the Bidder is a partnership firm)

1. Name of the partnership firm responding the Tender:
2. Address:
3. Name of partners:
4. State whether any of the partner is a Director of BPCL : YES / NO*
5. If "Yes" to 4, state the name(s) of BPCL Director.
6. State whether any of the partner is related to any of the Director(s) of BPCL: YES / NO*
7. If "Yes" to 6, state the name(s) of BPCL Director and the concerned partner's relationship with him / her.



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

DECLARATION 'C'

The Bidder is required to state whether he is a relative of any Director of our Corporation or the Bidder is a firm in which Director of our Corporation or his relative is a partner or is any other partner of such a firm or alternatively the Bidder is a private company in which Director of our Corporation is member or Director, (the list of relative(s) for this purpose is given overleaf)

Place:

Date:

Signature & Seal

N.B: Strike off whichever is not applicable. If the Contractor employs any person subsequent to signing the above declaration and the employee so appointed happen to be near relatives of the Officer of the Corporation/Central/State Government, the Contractor should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the Corporation/Central/State Government.

LIST OF RELATIVES

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

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

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

DATE / PLACE

SIGNATURE OF BIDDER:



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

Technical Tender

Attachment-6

(On Non-Judicial Stamp Paper as prescribed in the respective State)

BANK GUARANTEE

This Deed of Guarantee made this _____ day of _____, 2020(Two Thousand and Twenty) between _____

a Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act of 1970 having its head office at _____ and branch at _____ hereinafter called as the GUARANTOR (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the One Part AND Bharat Petroleum Corporation Limited a company registered under the Companies Act, 1956 and having its registered office at Bharat Bhavan, 4&6 Currimbhoy Road, Ballard Estate, Mumbai 400 001 hereinafter called the CORPORATION (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the Other Part.

AND WHEREAS by an agreement bearing _____ day of _____ 2020 made between _____ therein and hereinafter described as the Supplier of the one part and the CORPORATION of the other part, the job as described therein had been awarded to the Supplier by the CORPORATION to be done on the terms and conditions contained therein.

AND WHEREAS it has been agreed that the Supplier will provide Bank Guarantee in such form as may be acceptable to the Corporation as a security of due payment by money as the Supplier may be liable to pay under the aforesaid agreement.

AND WHEREAS on the request of the Supplier, the guarantor herein is now agreeing to give such guarantee in the manner appearing hereinafter.

NOW THIS DEED WITNESSETH AND IT IS HEREBY COVENANTED AGREED AND DECLARED BY THE GUARANTOR AS FOLLOWS:

1. The Guarantor shall also pay to the Corporation on demand without any demur any other amount that may be payable by the Supplier to the Corporation under the aforesaid agreement and will indemnify and keep indemnified safe and defended the said Corporation at all times hereafter against any loss which the Corporation may suffer by reasons of any default committed by the said Supplier in observance and performance of the covenants of the said agreement and as also hereinabove and all cost, charges and expenses whatsoever which the Corporation may incur by reasons of any default on the part of the Supplier.
2. The judgement of the Corporation as regards the failure on the part of the Supplier and/or quantum of shortfall of any product and/or nature of the contamination and/or the value of the product so found short and/or contaminated will be final and binding and the Guarantor will not have any right to question such decision of the Corporation and the Guarantor will pay the amount so demanded by the Corporation immediately on receipt of any written communication stating that Supplier has failed to perform the agreement and/or to pay the sum which was payable by them in terms of the said agreement.
3. The Corporation shall have the fullest liberty without in any way affecting this guarantee and discharging the Supplier from their liability hereunder to postpone for any time or from time to time the exercise of the powers conferred on the Corporation under the said agreement and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of principal or interest or any other covenants contained in or implied under the said agreement or any other remedies or securities, if any, available to the Corporation or to grant or allow time or any indulgence or facility to or compound or to make any other agreement with the Supplier without any further knowledge or assent of the Guarantor and take any other securities or promissory notes held or to be held by the Corporation from the Supplier and the Guarantor shall not be released by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason of time being given to the Supplier or of any other forbearance, act or omission on the part of the Corporation or any other matter or thing whatsoever and the Guarantor hereby waive all rights of suretyship and other rights which they might otherwise be entitled to enforce.



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

4. The Guarantor will observe and perform all the terms and conditions and covenants contained in the said Agreement in the same manner in which the Supplier is liable for the due observance and performance of the said terms and conditions and covenants.
5. The Guarantee herein contained shall be irrevocable and absolute and independent of any right or remedy the Corporation may have against the Supplier and accordingly the Corporation shall be entitled to enforce against the Guarantor the Supplier's liability without initiating or enforcing its remedies against the Service Provider and notwithstanding that the securities, if any, hereinafter received from the Supplier or any of them shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealised.
6. In order to give effect to the Guarantee herein contained the Corporation shall be entitled to act as if the Guarantor was principal debtor to the Corporation for all payments and covenants guaranteed by it as aforesaid to the Corporation.
7. The Guarantee herein contained is a continuing guarantee and shall be binding and operative until repayment is made of all monies due to the Corporation under the said Agreement aforesaid.
8. The Corporation shall be at liberty to enforce the guarantee under this deed separately from or independently of the said agreement and such enforcement shall not be regarded as releasing or in any way affecting the agreement or its enforcement.
9. The obligation of the Guarantor in terms hereof shall not be in any way affected or suspended by reason of any dispute or disputes having been raised by the Supplier (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by the Supplier or any other order of communication whatsoever by the Supplier stopping or preventing or proposing to stop or prevent any payment by the Guarantor to the Corporation in terms hereof.
10. The Guarantee herein contained shall not be determined or in any way prejudiced by any absorption or amalgamation or reconstitution or alteration of the Corporation or of the Supplier or otherwise and the guarantee shall remain such full force and be operative against the Guarantor until the obligations of the Guarantor hereinafter are fully discharged.
11. That nothing omitted or done by the Corporation shall in any way affect or discharge the liability of the Guarantor under these presents.
12. All sums hereby guaranteed by the Guarantor shall be due and payable to the Corporation in terms hereof after notice in writing, requiring payment of the same shall have been delivered or sent through registered post, addressed to the Guarantor at their aforesaid address.
13. The Guarantee herein contained shall not be affected or discharged due to any amalgamation or reconstitution of the Guarantor but shall in all respects and for all purposes be binding and operative until payment of all monies due to the Supplier as mentioned hereinbefore recited agreement.
14. Notwithstanding anything contained hereinbefore the Guarantor's liability under this Guarantee shall be limited to the extent of _____ and unless any claim is lodged with the Guarantor at their office mentioned hereinabove by six months from _____ day of _____ this Guarantee will be discharged and the Guarantor will be relieved from the performance of this guarantee forever.

IN WITNESS whereof the Guarantor herein set their respective hands and seal on the day, month and year first herein above written.

SIGNED, SEALED AND DELIVERED
By Shri

The GUARANTOR herein at _____
In the presence of:



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

Technical Tender

Attachment 7

**Holiday Listing Declaration
(On the letter head)**

Ref no:

To
Territory Manager (I&C)
Bharat Petroleum Corporation Ltd,
Kochi

Subject: Holiday Listing.

We, M/s _____, herewith declare that currently we are not serving any Holiday Listing orders issued by BPCL/MOPNG debarring us from carrying on Business Dealings with BPCL/MOPNG or serving a banning order by another Oil PSE.

Place:
Date:

Signature:
Seal of the firm:



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

Technical Tender

Attachment 8

General Purchase Conditions

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

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3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
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6. TAXES AND DUTIES
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SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

Bharat Petroleum Corporation Limited

General Purchase Conditions

1. DEFINITIONS:

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

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

2. REFERENCE FOR DOCUMENTATION:

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

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

4. LANGUAGE:

The Tender and all supporting documentation and all correspondence whatsoever exchanged by Bidder and Owner, shall be in English language only.

5. Price:

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



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

6. TAXES AND DUTIES:

All bidders shall have GST registration in the concerned State and bidder shall quote their GST Registration number in the quotation.

6.1. GST:

6.1.1. GST Tax as applicable at the time of delivery within scheduled delivery period will be payable by BPCL. Bidder shall give details of CGST/IGST currently applicable in their offer.

6.1.2. GST Credit may be claimed by BPCL, wherever applicable. Bidder shall submit the GST TAX invoice.

6.2. New Statutory Levies:

All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.

6.3 Variation in Taxes/Duties

Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to bidder's account.

6.4 Income Tax (Withholding tax)

In the case of availment of services from Non Resident Bidders who are claiming benefits offered under the Double Taxation Avoidance Agreements signed by India with the Government of the other country (i.e. the country of the Bidder), such Non Resident Bidders are required to provide the Tax Residency Certificates at the time of submission of Tender documents. The Tax Residency Certificates shall contain the following details:

- i. Name of Bidder (assessee) ;
- ii. Status (Individual, Company, firm etc.) of assessee;
- iii. Nationality (in case of individual);
- iv. Country or specified territory of incorporation or registration (in case of others);
- v. Assessee's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
- vi. Residential status for the purpose of tax;
- vii. Period for which the certificate is applicable; and
- viii. Address of the applicant for the period for which the certificate is applicable.

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

7. INSPECTION:

7.1. Materials shall be inspected by BPCL approved third party inspection agency before dispatch of materials. However, arranging and providing inspection facilities is entirely bidder's responsibility and in no way shall affect the delivery schedule.



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- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ULIPL/RITES LTD/ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant Standards / scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/ inspections. BPCL will advise the Bidder in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Bidder shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Bidder's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Bidder's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Bidder liable for non-performance of the Contract.

8. SHIPPING:

8.1 AIRSHIPMENT:

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

TRANSMISSION OF SHIPPING DOCUMENTS:

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

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

Documents	BPCL (Mumbai)
Bill of Lading	4 (including 1 original)
Invoice	4
Packing List	4
Freight Memo	4
Country of Origin Certificate	4
Third party inspection certificate	4
Drawing	4
Catalogue	4
Invoice of Third Party	4
for inspection charges whenever applicable.	



SOURCING OF BITUMEN EMSULSIONS AT KOCHI REFINERY

9. INDIAN AGENT COMMISSION :

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

10. ORDER AWARD / EVALUATION CRITERIA:

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, GST, Inspection, Supervision of Installation & Commissioning and other taxes & levies, loading, etc., if any and as applicable.

11. CONFIRMATION OF ORDER:

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

12. PAYMENT TERMS:

12.1. Unless otherwise specified, 100% payment shall be made within 15 days from date of receipt of bills complete in all respect and against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.

12.2. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for dispatches will be made by the originator of Purchase Order:

- a) Invoice
- b) Excise invoice
- c) The Lorry Receipt of the consignment
- d) Packing list for the consignment
- e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
- f) Manufacturers Test/Composition Certificate, wherever applicable
- g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
- h) Guarantee/Warranty Certificate(s), wherever applicable.
- i) Original Receipt for Octroi/other statutory levies as applicable.
- j) Performance Bank Guarantee as applicable.

13. PERFORMANCE BANK GUARANTEE:

13.1. Bidder will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous bidders, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 500/-). PBG format is as per Annexure I.

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

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

- a) Branches of Indian scheduled banks operating in their Country.



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

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

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

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

15. VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 180 Days from the date of opening of the price Tender unless otherwise specified in the Special Purchase Conditions.

16. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

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

16.2. If any delay is anticipated by the Bidder in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Bidder shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Bidder to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.

16.3. The delivery period quoted must be realistic & specific. The inability of successful Bidders to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:

16.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R destination contract.

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

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

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by bidders regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So bidder shall inform the readiness of material for shipment on FOB (Free on Board) basis / FCA (Free on Carrier) basis.

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

17. RISK PURCHASE CLAUSE:

BPCL reserves the right to curtail or cancel the order either in full or part thereof if the bidder fails to comply with the delivery schedule and other terms & conditions of the order. BPCL also reserves the right to



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procure the same or similar materials/equipment through other sources at bidder's entire risk, cost and consequences. Further, the bidder agrees that in case of procurement by the owner from other sources the differential amount paid by the owner shall be on account of the bidder together with any interest and other costs accrued thereon for such procurement.

18. FORCE MAJEURE CLAUSE:

(A) **Definition:** The term “Force Majeure” means any event or circumstance or combination of events or circumstances that affects the performance by the bidder of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the bidder’s reasonable control and were not reasonably foreseeable and the effects of which the bidder could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. **Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:**

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

(B) **Notice and Reporting:**

i. The Bidder shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify BPCL in writing of such event of Force Majeure and provide the following information:

- (a) reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
- (b) such date of commencement and an estimate of the period of time required to enable the bidder to resume full performance of its obligations; and

all relevant information relating to the Force Majeure and full details of the measures the bidder is taking to overcome or circumvent such Force Majeure.

ii. The Bidder shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.



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(C) Mitigation Responsibility:

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

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

- (i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and
- (ii) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

(E) Force Majeure Events Exceeding 60 Days

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

19. 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 Kochi
- 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 ”

20. SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT./PUBLIC SECTOR UNDERTAKINGS IN A PURCHASE OR SERVICE CONTRACT

In the event of any dispute or differences between the BIDDER / CONTRACTOR / SUPPLIER and the OWNER, if the BIDDER / CONTRACTOR / SUPPLIER is a Government Department, a Government Company or a undertaking in the public sector, then in suppression of the provisions of clause 23 of the GPC (corresponding clause no of GCC or NIT etc.), stands modified to the following extent:-



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All disputes and differences of whatsoever nature arising out of or in relation to this Contract / Agreement or in relation to any subsequent contract / agreement between the parties shall be attempted to be resolved amicably by mutual discussions between the parties. If they are not settled at the implementation level of officers, then these unresolved disputes/ differences will be referred for resolution by discussions with the concerned Director of BPCL and the concerned Director of Bidder/Contractor/Supplier. In case same does not resolve the difference within 30 days, arbitration clause as hereunder would apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

21. INTEGRITY PACT (IP):

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

22. RECOVERY OF SUMS DUE:

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

23. CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

24. PATENTS & ROYALTIES:

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

25. LIABILITY CLAUSE:



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

26. COMPLIANCE OF REGULATIONS:

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

27. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

28. NON-WAIVER:

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

29. NEW & UNUSED MATERIAL:

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

30. PURCHASE PREFERENCE CLAUSE:

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

Owner reserves its right to allow Micro and Small Enterprises (MSEs), MSEs owned by Women Entrepreneurs and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference



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as admissible/applicable from time to time under the existing Govt. policy 'Purchase preference to a MSE, a MSE owned by women entrepreneurs and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to t1 Vendor at the time of evaluation of the price bid.

Self-attested copy of all the pages of the EM-II certificate/Udyog Adhar Memorandum issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012 and

Vendor's declaration/affidavit in their organization/Company letter head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted

31. CANCELLATION:

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

31.1.1. The bidder fails to comply with the terms of this purchase order/contract.

31.1.2. The bidder becomes bankrupt or goes into liquidation.

31.1.3. The bidder fails to deliver the goods on time and/or replace the rejected goods promptly.

31.1.4. The bidder makes a general assignment for the benefit of creditors.

31.1.5. A receiver is appointed for any of the property owned by the bidder.

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

32. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Bidders are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

33. ASSIGNMENT

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

34. GOVERNING LAW

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



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35. AMENDMENT

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

36. SPECIAL PURCHASE CONDITIONS

In case of a conflict between the clauses, terms and conditions of General Purchase Conditions and Special Purchase condition, the clauses, terms and conditions of Special Purchase Condition will have an overriding effect over General Purchase Conditions and the same shall be applicable.

37. NOTICES

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

BPCL

Bidder

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



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Policy for holiday listing in BPCL

1. Introduction :

Works and procurement contracts have become a major activity for corporate in current times. In course of such contracting Oil sector PSEs deal with various "Agencies" (which shall include bidders/parties/contractors/suppliers/ consultants/Licensors/Bidders). These entities are expected to adopt ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitments and sincerity towards the work undertaken and dealing with BPCL in such matters. However, in few occasions, the terms are found to be infringed and deviations from expected behavior are observed. It is not in the interest of BPCL to deal with Agencies who commit deception, fraud or other misconduct including compromising quality and safety in the tendering and execution process.

Also, while participating in the tender and performing the contract, bidders are required to meet certain basic performance criteria and adherence to the terms and conditions of the tender/contract. In case the bidder fails to meet the above parameters, it is prudent to put the bidder on holiday list for specific periods in order to deter the bidders from committing such defaults. Such decisions shall be taken based on the gravity of the default and after following a laid down process, on case to case basis.

Holiday Listing from business dealings involves civil consequences for the "Agency" concerned. Hence, the same requires adherence to the Principles of Natural Justice. Therefore, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. The meaning of "Black listing", "Holiday Listing" and "Banning" is considered one and the same and shall hereafter be referred to only as "Holiday Listing" and the term Holiday Listed Companies is used accordingly in this document.

2. Scope :

- 2.1 The information for Bidders/Instruction to Bidders and even the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) generally provide that BPCL shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or poor performance of anything unethical not expected from a reputed agency.
- 2.2 The procedure of Holiday Listing of Agencies from Business Dealings with BPCL has been laid down in these guidelines.
- 2.3 These guidelines are applicable across BPCL and shall form part of all the tenders. These guidelines shall be published as a separate document in BPCL website and the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) shall have a clause expressly stating that the Guidelines and Procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders placed by BPCL.
- 2.4 The Holiday Listing shall be with prospective effect, i.e. for future business dealings.

3. Definitions :

In these Guidelines, unless the context otherwise requires

- (i) Agency; "Party/Contractor/Supplier/Bidder/Consultant/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency'. "Party / Contractor / Supplier /Bidder /Consultant /Bidders / Licensor" shall mean and include a public limited company or a private limited company, a joint venture. Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.
- (ii) Appellate Authority: "Appellate Authority" shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the "Competent Authority".
- (iii) Competent Authority: "Competent Authority" shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:



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The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager

- (iv) Corporation: "Corporation" means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.
- (v) Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (vi) Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;
- (vii) Collusive Practice : "Collusive Practice" amongst Bidders (prior to or after Tender submission)" means a scheme or arrangement designed to establish Tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (viii) Coercive Practice: "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- (ix) Officer-in-Charge: "Officer –in-Charge (OIC)" or "Engineer-in-Charge (EIC)" shall mean the person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.
- (x) Malpractice : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
- (xi) Mis-Conduct : "Mis-conduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines
- (xii) Nodal Department: "Nodal Department" means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.
- (xiii) Bidder De-listment Committee: "Bidder De-listment Committee" relevant to the procurement department which initiates the holiday listing process would the same as the bidder enlistment Committee as per DR&A of the concerned SBU/Entity.

4. Holiday Listing:

4.1. Reasons for Holiday Listing : An Agency may be placed in Holiday List for any one or more of the following circumstances:

4.1.1. If the Agency , in the context of its dealings with the Corporation:

- a. has indulged in malpractices ;
- b. has submitted fake, false or forged documents / certificates
- c. Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL.
- d. Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements.
- e. has deliberately indulged in construction and erection of defective works or supply of defective materials
- f. Has not cleared previous dues to BPCL if applicable.
- g. Has committed breach of contract or has abandoned the contract.
- h. Poor performance of the Agency in one or several contracts;
- i. Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL.
- j. Withdraws/ revises the Tender upwards after becoming the L1 Bidder.
- k. Has parted with, leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL.



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4.1.2. The following additional grounds can also be reasons for Holiday listing of an agency:

- a. If a communication is received from the Administrative Ministry of the Corporation (i.e. MOP&NG) to ban Agency from dealing with the Corporation ;
- b. If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;
- c. Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

4.2. Procedure :

- 4.2.1. Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the "Agency" should be asked to submit within 15 days a written statement in its defense. A proforma of Show Cause notice is attached at Annexure-I. ;
- 4.2.2. The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the Procurement Department which, in the first instance, is to be cleared by the relevant Bidder De-listment Committee.
- 4.2.3. The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the Engineer / Officer – In –Charge or the designated in-charge or the department responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.
- 4.2.4. On preliminary examination of the proposal with attached documents, if the bidder de-listment committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.
- 4.2.5. Thereupon the Show Cause Notice, as approved, will be issued by the concerned Procurement Department. Before issuing the Show Cause Notice, concerned procurement department should give intimation to the Nodal Department regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Department, shall in turn publish this information in BPCL website for information and reference of all procuring departments across the corporation
- 4.2.6. On receipt of the explanation from the Agency, the procurement Department will put up the proposal for holiday listing, to the competent authority, through the bidder de-listment committee & the Nodal Department; This proposal would consist of a background of the case, copy of initiation proposal approved by bidder de-listment committee, copy of the Show Cause Notice issued and Agency's reply received and the procurement departments' comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.
- 4.2.7. The proposal along with the reply from the Agency would be examined by the Bidder de-listment Committee; thereafter, with the recommendation from the bidder de-listment Committee, the proposal would be put up through the Nodal Department to the Competent Authority for final decision on banning or otherwise.
- 4.2.8. The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may :
 - Approve the proposal for Holiday Listing as such; OR



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- Approval the proposal for holiday listing for a period higher than that was recommended, in case the competent authority is of the opinion that banning for a longer period is required in view of the gravity of the case; OR
 - Approve the proposal for holiday listing for a period lesser than that was recommended, in case the competent authority is of the opinion that lesser period would meet the requirement, considering the gravity of the case; OR
 - Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had no control.
- 4.2.9. The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned procurement department. A draft proforma for intimation of Holiday Listing to Agency is at Annexure II.
- 4.2.10. The Holiday Listing process should be completed at the earliest, and in any case within 45 days from initiation of case by concerned Engineer / Officer – In-Charge /Department responsible for invitation of Tenders
- 4.2.11. Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for BPCL on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.
- 4.2.12. Ordinarily the period for which as Agency is Holiday listed should not be less than 1 year and should not exceed 3 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

Reasons for holiday listing	Period of holiday listing
Indulged in malpractices resulting in financial loss to the Corporation	
Submitted fake, false or forged documents / certificates	
has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorisedly disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL	
Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules , safety norms, environmental norms or other statutory requirements	
has deliberately indulged in construction and erection of defective works or supply of defective materials	
has not cleared BPCLs previous dues if applicable	
has committed breach of contract or has abandoned the contract	
Poor performance of the Agency in one or several contracts	
has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL	



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Withdraws/ revises the Tender upwards after becoming the L1 Bidder	
has parted with , leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL	
If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	
Transgression of Integrity Pact , which, in the opinion of the Corporation, makes it undesirable to deal with the Agency;	

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

4.2.14. Provision for Appeal:

- (i) An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- (ii) Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;
- (iii) On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires , may call for comments from the Competent Authority;
- (iv) After receipt of the comments from the Competent Authority, the Appellate Authority , if it so desires , may also give an opportunity for personal hearing, to the Appellant Agency;
- (v) After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :
 - a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing; OR
 - b) Annul the order of the Competent Authority.
- (vi) Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.
- (vii) Order of the Appellate Authority shall be communicated to the Agency by the Procurement Department copy of which shall be given to the Competent Authority and also to the Nodal Department as well. A draft proforma for communicating the decision of the Appellate Authority is at Annexure III
- (viii) No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

4.2.15. Effect of Holiday Listing

- (i) No enquiry / Tender / tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- (ii) If an 'Agency' is put on the Holiday list during tendering :
 - a) If an 'Agency' is put on Holiday List after issue of the enquiry / Tender / tender but before opening of the un-priced Tender, the un-priced Tender of the 'Agency' shall not be opened and BG/EMD , if submitted by the 'Agency' shall be returned . If an 'Agency' is put on Holiday List after un-priced



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Tender opening but before price Tender opening, the price Tender of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned.

- b) If an 'Agency' is put on Holiday List after opening of price Tender but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1;
 - c) If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.
- (iii) In cases where holiday listing proposal has been initiated by some procurement department in the Corporation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price Tender opening and after price Tender opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

5. Declaration by Bidders regarding Holiday Listing status:

Tenders invited for purchase of Goods and Services for both Open Tenders as well as Limited Tenders, should have the provision that the Bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with the BPCL/MOPNG or serving a banning order by another Oil PSE. Offers not accompanied with a declaration should be incorporated in rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

6. Revocation of Holiday Listing:

- 6.1. An order for Holiday Listing once passed for a certain specified period shall be revoked as under:
 - 6.1.1. An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken / proposed to be taken, to avoid recurrence Specific order of revocation shall be issued by the concerned Procurement Department Bidder Enlistment Committee, which had recommended the Holiday Listing, after considering the Bidder's request, with copy to the Nodal Department.
 - 6.1.2. A Holiday Listing order may, on a review during its currency of operation, be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.

7. Publishing of holiday listing information in BPCL Web-site:

- 7.1. Once an order of Holiday Listing of an Agency is passed by a Competent Authority, the said information shall be published in the BPCL web-site, by the Nodal Department;
- 7.2. All Procurement Agencies, should before issue of tender in limited tender cases and before opening of price Tenders in all cases, verify with this published information that the Bidder concerned is not currently serving any Holiday Listing orders issued by BPCL; suitable declarations to this effect shall be incorporated in the concerned approval notes/TEC Note.



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- 7.3. All orders of revocation of holiday listing shall, immediately on revocation, be made available to the Nodal Department, who in turn shall update the information in the web-site accordingly.
- 7.4. To take cognizance of the holiday listing process in the initiation stage itself, the Nodal Department should update the information in the BPCL web site, as soon as they get intimation from the Procurement Group, along with copy of proposed show cause notice.
- 7.5. Nodal Department shall intimate each Instance of Holiday Listing and Revocation to other Oil PSE's. Similarly information regarding Holiday Listing, if any received from other Oil PSE's shall be communicated by the Nodal Department to the concerned Procuring Departments and/or published in the website for reference.
- 7.6. If any Communication is recd from the Administrative Ministry (i.e. MOP&NG) advising banning of business dealings with any Agency, the Nodal Department should take immediate action to circulate the same to all Procurement Departments within the Corporation, update the website and also send intimation to the concerned Agency in format Ann. IV



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Annexure –I
(Proforma of Show Cause Notice)
BY REGD. POST/SPEED POST/COURIER

No.

Date.....

To
M/s

Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to show because in writing within 15 days from the date hereof why you should not be placed on Holiday List and be debarred from entering into any contracts with BPCL for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply.

Should be fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall; be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of BPCL.



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Annexure –II

(Proforma for Intimation of Holiday Listing)
BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Banning of Business Dealings / Holiday Listing

Dear Sir,

WHEREAS our Show Cause Notice served to you dated

WHEREAS, in spite of the opportunity given to you, you have failed to show cause as required / your reply to the show cause notice *(and documents and documentary evidence submitted in support of your reply) has / have been duly considered;

(Speaking Order either to agree or rebut the reply furnished by Agency – allegation wise)

After considering the allegations made in the show cause notice/your reply to the show cause notice*(and documents and documentary evidence furnished in support thereof) as cited above, it has been decided that business dealings with you will be banned and you are hereby debarred from entering into contracts with BPCL for Years/months, effective from the date hereof.

This order shall have the following effects:

1. No enquiry / Tender / tender shall be issued to you nor will the Tenders submitted by you be entertained;
2. In cases where tenders have already been issued to you and price Tenders are yet to be opened, the price Tender submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
3. In cases where tenders have already been issued to you and price Tenders have already been opened , but final decision is pending, your quote will not be considered for further evaluation and finalization of the tender, and BG/EMD, if any, submitted by you shall be returned.
4. In case of ongoing contracts between you & BPCL, (including cases where contract has already been awarded before) you will be required to continue with the execution and perform as per terms of the contract.

In case you are aggrieved by this order, you may file an Appeal before (Indicate here the relevant Appellate Authority), within a maximum of 15 days from the date of receipt of this order. You may represent your case before the Appellate Authority, along with necessary justification.

On expiry of the above period of holiday listing, you may approach.....(*indicate the concerned procurement department*) , with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing. (Give Reasons)

Yours faithfully,

For & On behalf of BPCL.



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Annexure –III(Proforma for communication of Appellate Decision on Holiday Listing Order)
BY REGD. POST/SPEED POST/COURIER

No.

Date

To

M/s

.....

Attn.: Shri

Sub: Banning of Business Dealings / Holiday Listing- Intimation of decision of Appellate Authority

Ref: 1. Order dated placing M/s on Holiday List by BPCL;

2. Your Appeal reference Dt.....

Dear Sir,

This has reference to the order dt..... placing you on Holiday List and your appeal petition reference dt... on the same.

After considering the findings of the Original Authority in order dt....., submissions made by you in your appeal , and the documents/documentary evidences available on record, it has been decided finally that :

- There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Holiday Listing for the period of years/month from the date of order, as ordered by the original Authority is upheld,
- Considering your submissions, the order of Holiday Listing passed by the original authority is upheld , but with a reduction in period of holiday listing for years/months from the date of order of original authority;
- Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

(*** Incorporate any one of the above as applicable)

Yours faithfully,

For & On behalf of BPCL.



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Annexure –IV

(Proforma for Intimation of Holiday Listing- based on Ministry's Advice)
BY REGD. POST/SPEED POST/COURIER

No.

Date

To

M/s

Attn.: Shri

Sub : Intimation of Banning of Business Dealings / Holiday Listing

Ref: MOP&NG's letter ref dt, advising banning of business dealings with M/s.....

Dear Sir,

WHEREAS we have been advised by MOP&NG that all business dealings with you is to be banned and you should be placed on Holiday List for a period ofyrs/months from.....;

You are hereby informed that the business dealings with you would be banned and you are hereby debarred from entering into contracts with BPCL for Years/months, effective from the date hereof.

On expiry of the above period of holiday listing, you may approach.....(*indicate the concerned procurement department*) , with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing

Yours faithfully,

For & On behalf of BPCL.



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Attachment - 9

Date: _____

CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY

Ref: Tender No 1000347277 for sourcing of Bitumen Emulsions at Kochi

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

In case applicable:

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

In case applicable:

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

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