

**CENTRAL PROCUREMENT ORGANIZATION (MKTG)
BHARAT PETROLEUM CORPORATION LIMITED
'A' INSTALLATION, SEWREE FORT ROAD
SEWREE (E), MUMBAI - 400 015**



GLOBAL TENDER

**TENDER FOR PROCUREMENT OF MULTIFUNCTIONAL
ADDITIVE FOR GASOLINE FUEL TO BE SUPPLIED AT
VARIOUS BPCL WAREHOUSES**

CRFQ NO.: 1000251169

System No.: 10877

DUE ON: 15/03/16 AT 1500 HRS IST

CRFQ: 1000251169

16th February, 2016

M/s.

Dear Sir/Madam,

Subject: Invitation of tender for the procurement of 200 MT of Multifunctional additive for gasoline fuel for a TWO year term (CRFQ no. 1000251169 due on 15/03/16 at 3 pm)

1. Bharat Petroleum Corporation Limited (BPCL) is a Fortune 500 Navaratna PSU engaged in manufacturing and Marketing of diverse range of Petroleum Products. Our Retail Business Unit markets various Petroleum Products including branded gasoline under the brand name of SPEED.
2. BPCL intends to procure Multifunctional additive for blending SPEED Gasoline fuel, for the period of TWO YEARS from the date of issue of LOI/ Contract, as per tender specifications. **This additive should improve the fuel economy by at least 2%. It should also enhance other engine performance parameters as detailed in the Technical datasheet.**
3. **ESTIMATED REQUIREMENT:** Our total requirement is 200 MT to be delivered at four REGIONAL WAREHOUSES over a period of 2 years. The warehouses are at LONI (Ghaziabad), Budge Budge (Kolkata), Tondiarpet (Chennai) and Sewree (Mumbai). The requirement is as per the break-up below:

LOCATION	REQUIREMENT
Loni, Ghaziabad	50 MT
Budge Budge, Kolkata	20 MT
Tondiarpet, Chennai	50 MT
Sewree, Mumbai	80 MT

4. The requirements given above are indicative figures only and it is not binding on BPCL in any way (the upliftment will be need based only). Actual requirement shall be indicated to the vendor from time to time through Purchase Orders after the award of contract. BPCL does not guarantee any minimum volume of business.
5. **BID SECURITY:** Bidders shall have to submit an Earnest Money Deposit (EMD) of **Rs 2.5 lakhs** (or an equivalent amount in either USD or Euro). This EMD is liable to forfeited and the vendor is liable to be put on a Holiday list up to 1 year in following cases:
 - Withdrawal of offer while the offer is under consideration during the offer validity period.
 - Bidder not accepting our Purchase Order, if placed, without prejudice to our rights to recover damages on account of breach of contract.
 - Non-confirmation of acceptance of order within the stipulated time after placement without prejudice to our rights to recover damages on account of breach of contract.
 - Any unilateral revision made by the bidder during the validity period of the offer.
6. **INTEGRITY PACT PROGRAM (IP):** Integrity Pact (IP) is a pact between BPCL (as a purchaser) on one hand and the prospective bidder on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in this purchasing activity of the corporation. **Bidders shall have to essentially sign this pact**, for participating in this tender, as per the pro-forma given in Annexure - IV. The salient features of this program are:
 - I. Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP Document duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
 - II. If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the bidder Liquidated damages amount by forfeiting the EMD/Bid security as per provisions of the Integrity Pact.

- III. If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the contractor, Liquidated Damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee/ Supply and Performance Guarantee as per provisions of the Integrity Pact.
- IV. Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor whose name/ address/ contact numbers are as given below:

1. Name of IEM and E-Mail Id	Shri. Brahm Dutt; dutt.brahm@gmail.com	To be contacted for: COMPLAINTS ONLY
2. IEM's Address	A-1/8 Safdarjung Enclave, New Delhi - 110 029	
3. IEM's Mobile Number	09871920282	
1) Name of Procuring Officer-PO	Pooja Pandey	To be contacted for:
2) PO's email ID	pooja@bharatpetroleum.in	
3) PO's Office Address	BPCL, Central Procurement Organization (Mktg), A-Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400 015	All Other Clarifications/ Details Regarding This Tender
4) PO's Contact Number	022-2417 6413; +91 7710015543	

7. **STRUCTURE OF THE TENDER:** It is a TWO-PART-BID E-Tender, having Techno-Commercial Bid and Price Bid. Please visit the website <https://bpclproc.in> for online participating in this tender and submitting bid. The E-Tender consists of the following Annexure. Bidders have to carefully study the same for easy participation:

PART - A: QUALIFICATION CRITERIA & TECHNO-COMMERCIAL (OTHER THAN PRICE) BID

The attached tender document consists of the following Attachments:

- i. Bid Qualification Criteria (**Annexure - I**)
- ii. General Purchase Conditions (**Annexure - II**)
- iii. Special Purchase Conditions (**Annexure - III**)
- iv. Proforma of Integrity Pact (**Annexure - IV**)
- v. Instructions to Bidders (**Annexure - V**)
- vi. Technical Data Sheet (**Annexure - VI**)
- vii. Bidder's Details (**Annexure - VII**)
- viii. Techno-Commercial Information (**Annexure - VIII**)

PART - B: PRICE BID

- Vendors have to submit **Price Bids (Annexure - IX)** online.

8. **BID SUBMISSION:** The Bidders are requested to refer **Annexure - V** for instructions to submit the bid and may also consult our service provider **M/s. E-Procurement Technologies Ltd. (ETL)**. Bidders have to necessarily log on to our site <https://bpclproc.in> and search for the Tender/ System Id (given on Page-1) for participation and submitting the E-Bid.
9. **Online submission of the tender under the Digital Signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions of this tender.**
10. **LAST DATE FOR BID SUBMISSION:** Your bid should be submitted online on or before the due date i.e. **15th March 2016, 15.00 hours IST**. Bids/ Offers shall not be permitted in e-Tender System after the tender due date/ time. Hence, no bid can be submitted after the due date and time of submission has elapsed. Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement System well before the closing date and time of bid submission. **No manual bids/ offers along with electronic bids/ offers shall be permitted. Bids not in the prescribed format, are liable to be rejected.** BPCL does not take any responsibility for any delay in submission

of online bid/s due to connectivity problem or non-availability of site and/or other documents to be uploaded online. No claims on this account shall be entertained.

This being Two-Part-Bid E-Tender, the Bid Qualification Criteria and Techno-Commercial Bid will be opened first and evaluated. The PRICE BIDS of only the qualifying bidders (Bid Qualification Criteria & Techno-Commercial Bid) will be opened and evaluated.

11. **SUPPORT DESK:** In case of any clarification pertaining to E-Procurement Process, the vendor may contact **ETL** on Contact Numbers and E-Mail Ids, as appended below.

All India : +91 79 4001 6868 support@bpclproc.in
CPO(M) Office : Satyanarayan Behera (90040 14223) satyanarayan@procuretiger.com
: Shyam Kale (77158 14897) mumbai.support@abcprocure.com

12. **DIGITAL SIGNATURE:** The tender document along with Annexure thereto and Price Bids shall be required to be digitally signed with a **Class II B** or above digital signature by the authorized signatory. The authorized signatory shall be:

- Proprietor in case of proprietary concern.
- Authorized partner in case of partnership firm.
- Director, in case of a Limited Company, duly authorized by its Board of Directors to sign.

If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document and a scanned copy of such authority letter and also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the tender.

13. Vendors, on the Black/Holiday List of BPCL / MoP&NG / Oil PSE shall not be considered. BPCL reserves the right to accept or reject any or all the Offers at their sole discretion without assigning any reason whatsoever. BPCL's decision on any matter shall be Final & any vendor shall not enter into correspondence with BPCL unless asked for. BPCL may call for additional documents if required. BPCL would also consider information already available with them regarding Vendor's credentials.

14. For clarifications, if any, please feel free to contact us on any working day between 10:00 am to 4:00 pm:

• **MANAGER PROCUREMENT:** Pooja Pandey - 022-2417 6413; M - 7710015543
(pooja@bharatpetroleum.in)

OR

• **PROCUREMENT LEADER:** Sandeep Srivastava - 022-2417 6076; M - 98694 67085
(srivastavasan@bharatpetroleum.in)

At

• **OFFICE ADDRESS:** BPCL, Central Procurement Organization (Mktg), 'A' Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400 015

Thanking you,

Yours faithfully,

for Bharat Petroleum Corporation Ltd.

Sandeep Srivastava
Procurement Leader (CPO) - Group IV

BID QUALIFICATION CRITERIA

Bidders have to satisfy the following Bid-Qualification Parameters (Left side column - **Tender Requirements**) to become eligible for further technical and commercial evaluation. The Right side column indicates the **Supporting Documents** required in support to satisfy those parameters.

Sr. No.	TENDER REQUIREMENTS	SUPPORTING DOCUMENTS REQUIRED
1	<p>ESTABLISHED MANUFACTURER:</p> <p>Vendor should be an established manufacturer of Multifunctional additive for gasoline fuel.</p>	<p>Vendors to submit/ upload following document/s in support of their claim:</p> <p>a) Evidence like Excise registration/License, Factory license or certificate from local chamber of commerce or ISO certificate or any other document that clearly indicates that the bidder is an additive manufacturer.</p> <p>b) A certificate (in English) from practicing Chartered accountant or TPIA (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITSIPL / MECON / ICSPL/Bureau Veritas (India) Pvt Ltd.), verifying and confirming manufacturing facility and documents mentioned in point a) above.</p>
2	<p>SUPPLY CAPACITY:</p> <p>The qualifying quantities for supplying capacity for Multifunctional additive for gasoline fuel is 30 MT.</p> <p>The vendor should have supplied the qualifying quantity for the offered items during any continuous 12 months period in the last 3 years from the due date of bid submission. This quantity should be from vendor's same manufacturing location from which the vendor proposes to supply against this tender.</p>	<p>Vendors to submit/ upload following document/s in support of their claim:</p> <p>a) Invoices of any continuous 12 months period in the last 3 years from the due date of bid submission with the corresponding Purchase Orders totaling to at least 30 MT of Multifunctional additive for gasoline fuel. (If required BPCL may separately call for copies of invoices for verification).</p> <p>b) A certificate (in English) from a practicing Chartered Accountant or from one of approved TPIA (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITSIPL / MECON / ICSPL/Bureau Veritas (India) Pvt Ltd.) verifying and confirming that Vendor has Supplying Capacity based on verification of Invoices as per list furnished by the vendor to them. This list shall be an integral part of the TPIA or practicing Chartered accountant certificate.</p>
4	<p>FINANCIAL CAPACITY:</p> <p>(a)The vendor should have achieved a minimum average annual financial turnover of Rs. 1.5 Crores or USD 220 Thousand or its equivalent as per the Audited Financial Statements (including Balance sheet and Profit and Loss Account), during the last THREE consecutive Accounting Years.</p> <p>(b) Net worth of the vendor should be positive as per the Audited Financial Statements of latest of the last available three consecutive accounting years. The Net worth is defined as TOTAL ASSETS MINUS TOTAL LIABILITIES.</p>	<p>Vendors to submit/ upload following document/s in support of their claim:</p> <p>Audited Balance Sheets and Profit & Loss accounts of the vendor for the previous three financial accounting years prior to due date of bid submission in English language.</p>

NOTES:

- BPCL approved Third Party Inspection Agencies (TPIAs) are - **LRIS/ SGS/ GLISPL/ IRS/ DNV/ EIL/ TATA Projects/ PDIL/ UL/ RITES LTD/ ITSIPL/ MECON/ ICSPL/ ICS** and **Bureau Veritas** (Ind.)

Pvt. Ltd.

- All charges of the TPIA and Chartered Accountant for attestations and verification shall be borne by the bidder.
- The bidder shall also be in a position to provide further information as and when required by BPCL.
- BPCL, at its discretion reserves the right to verify information submitted and inspect the manufacturer facilities to confirm their capabilities.
- The sample format for certification by Chartered Accountant (or) Third Party Inspection Agency is given below.

FORMAT FOR CERTIFICATION BY CA (or) TPIA

DATE: DD.MM.YYYY

CERTIFICATE**REFERENCE : Press Advertisement for Tender CRFQ – 1000XXXX for Procurement of xxx.****SUBJECT : CERTIFICATE FOR CONFIRMATION OF BID QUALIFICATION CRITERIA**

SURVEY DONE ON:

SURVEYED PARTY:

PLACE OF SURVEY:

CRITERIA 1: XXXX

Following Documents/ Equipment checked and verified.

Sr.No.	List of Documents/Equipment	Validity (if any)	Remarks
1			
2			

We confirm qualification of criteria-1 for **XXXX**.**CRITERIA 2: xxxx**

Following Documents/ Equipment checked and verified.

Sr.No.	List of Documents/Equipment	Validity (if any)	Remarks
1			
2			

We confirm qualification of criteria-2 for **xxxx**.**CRITERIA 3: XXX**

Following Documents/ Equipment checked and verified.

Sr.No.	List of Documents/Equipment	Validity (if any)	Remarks
1			
2			

We confirm qualification of criteria-3 for **XXX**.

The above certificate has been issued on the specific request of M/s. (Prospective Bidders Name).

Seal and Signature of the Surveying Organization:**NOTES:**

- For criteria on **SUPPLYING CAPACITY**, the certificate should clearly indicate the **Invoice-wise** quantity supplied in Numbers and the Sum Total Numbers then converted to **MT**. The period of the Invoices considered should also be indicated i.e. From dd.mm.yyyy to dd.mm.yyyy (**12 Months**).

Sr. No.	Invoice Number	Invoice Date	Invoice Quantity	Equivalent Weight	Cumulative Weight

- 'Bid Qualification Criteria' are tender specific; therefore a **Fresh Certificate** on confirmation of BQC is to be obtained from CA/TPIA, unless it is specified otherwise in the tender.

BHARAT PETROLEUM CORPORATION LIMITED

GENERAL PURCHASE CONDITIONS

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

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1. DEFINITIONS :

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

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

5. Price :

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

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

6. TAXES AND DUTIES :

All vendors shall have VAT / CST/GST/Service tax registration in the concerned State and vendor shall quote their TIN number in the quotation.

6.1. EXCISE DUTY :

- 6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor's account.
- 6.1.2. In case Excise Duty is not applicable at present : Excise duty due to change in turn over is not payable. If applicable in future, the same will be borne by vendor.
- 6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.

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

6.2. SALES TAX / VAT/GST :

- 6.2.1. Sales Tax as applicable at the time of delivery within scheduled delivery period will be payable by BPCL. Vendor shall give details of local sales tax and/or central sales tax currently applicable in their offer. The rates applicable for "CST without form C", "CST with form C" and "VAT" shall be clearly indicated.
- 6.2.2. Input VAT Credit may be claimed by BPCL, wherever applicable. Vendor shall submit the TAX invoice.

6.3 Service tax :

All vendors shall have service tax registration wherever applicable. BPCL may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall submit the TAX invoice. Vendor is required to furnish serially numbered and signed invoice / bill / challan containing the following details:

- a) Name, address and registration number of the service provider
- b) Name and address of person receiving taxable service
- c) Description, classification and value of taxable service provided
- d) Service Tax Payable

6.4 FREIGHT AND OCTROI :

- 6.4.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.
- 6.4.2. Octroi and entry taxes, if any, shall be invoiced separately and shall be re-imbursed by BPCL at actuals after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

6.5. 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.

6.6 Variation in Taxes/Duties

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

6.7 Income Tax (Withholding tax)

In the case of availment of services from Non Resident Vendors who are claiming benefits offered under the Double Taxation Avoidance Agreements signed by India with the Government of the other country (i.e the country of the Vendor), such Non Resident Vendors are required to provide the Tax Residency

Certificates at the time of submission of Bid documents. The Tax Residency Certificates shall contain the following details :

- a) Name of Vendor (assessee) ;
- b) Status (Individual, Company, firm etc.) of assessee;
- c) Nationality (in case of individual);
- d) Country or specified territory of incorporation or registration (in case of others);
- e) Assessee's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
- f) Residential status for the purpose of tax;
- g) Period for which the certificate is applicable; and
- h) Address of the applicant for the period for which the certificate is applicable.

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

7. INSPECTION :

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ. 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 Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anyway reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. SHIPPING :

8.1 SEA SHIPMENT :

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

The bills of lading should be made out in favour of 'Bharat Petroleum Corporation Ltd.. or order'. All columns in the body of the Bill of Lading namely marks and nos., material description, weight particulars etc., should be uniform and accurate and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift

charges, if any, surcharge, discount etc. clearly and separately. The net total freight payable shall be shown at the bottom.

SHIPPING DOCUMENTS :

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

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

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

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

The bill of lading shall indicate the following :

Shipper : Government of India

Consignee : Bharat Petroleum Corporation Ltd.

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

8.2 AIRSHIPMENT :

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

9. INDIAN AGENT COMMISSION :

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

10. ORDER AWARD / EVALUATION CRITERIA :

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, Excise Duty, Sales Tax, Freight, Inspection, Octroi, Supervision of Installation & Commissioning and other taxes & levies, loading etc, if any, reduced by cenvat/vat credit as applicable.

11. CONFIRMATION OF ORDER :

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

12. PAYMENT TERMS :

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.
- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :
- a) Invoice
 - b) 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. GUARANTEE/WARRANTY :

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warranty on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEE :

14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is given at the end of this annexure.

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

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

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

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

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

14.2.1. 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. PACKING & MARKING :

15.1 PACKING :

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

In the case of imports, all equipments / materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservice upto the final point of destination.

Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15") for material originating from the contracting countries to the International Plant Protection Convention or the members of Food & Agriculture Organization. Material from non-contracting parties would have to be accompanied by a phytosanitary certificate of the treatment endorsed. The Custom Officer at Indian Port shall not release the material without appropriate compliance of the above provisions w.e.f. 01.11.2004.

15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.

15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.

15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.

15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.

- 15.1.6 All package requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.
- 15.1.8 All delicate surface on equipment/materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.
- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.
- In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.
- 15.1.12 Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.
- 15.1.13 Pipes shall be packed as under:
- Upto 50mm NB in wooden cases/crates.
 - Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
 - Above 100mm NB in loose.
- 15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.
- 15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing.
- In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.
- 15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.
- All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" both in English/Hindi Languages.

procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.

- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

17. UNLOADING AND STACKING :

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

18. TRANSIT INSURANCE :

Unless otherwise mentioned,

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

19 VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE :

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

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

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

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

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

21. RISK PURCHASE CLAUSE :

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

22. FORCE MAJEURE CLAUSE :

(A) Definition: The term "**Force Majeure**" means any event or circumstance or combination of events or circumstances that affects the performance by the vendor 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 vendor's reasonable control and were not reasonably foreseeable and the effects of which the vendor 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 Vendor 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 vendor to resume full performance of its obligations; and**
- (c) all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.**

ii. The Vendor 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.

(C) Mitigation Responsibility:

- (i) The Vendor 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 Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- (ii) The Vendor 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 Vendor 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 Vendor 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.

23. ARBITRATION CLAUSE:

- 23.1. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL / Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director (Marketing) / Director (HR) / Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.
- 23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.

- 23.4. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.
- 23.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- 23.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone.
- 23.7. 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 VENDOR / CONTRACTOR / SUPPLIER and the OWNER, if the VENDOR / 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:-

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 Vendor/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.

24. INTEGRITY PACT (IP) :

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

25. RECOVERY OF SUMS DUE :

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

26. CONFIDENTIALITY OF TECHNICAL INFORMATION :

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

27. PATENTS & ROYALTIES :

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

28. LIABILITY CLAUSE:

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

29. COMPLIANCE OF REGULATIONS :

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

30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

31. NON-WAIVER :

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

32. NEW & UNUSED MATERIAL :

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

33. 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) 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 and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

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

- a. Notarized copy of all the pages of the EM-II certificate issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012.
- b. Vendors declaration on a duly notarized Rs.100 stamp paper 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.

34. CANCELLATION :

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

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

34.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

36. ASSIGNMENT

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

37. GOVERNING LAW

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

38. 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.

39. 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.

40. NOTICES

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

BPCL

Central Procurement Organization (Mktg),
'A' Installation, Sewree-Fort Road,
Sewree (E), Mumbai - 400 015

Vendor

As appearing in BPCL's SAP masters

41. POLICY ON HOLIDAY LISTING

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

PERFORMANCE BANK GUARANTEE

(On Non-judicial paper for appropriate value)

To,

Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

- i. This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of (This date shall be 6 months from the last date of guarantee period).
- ii. This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.
- iii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- iv. This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- v. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

- vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

SPECIAL PURCHASE CONDITIONS1. **MATERIAL TO BE SUPPLIED**

- (a) Vendor on whom Contract/ Purchase Order is placed shall duly supply Multifunctional Gasoline Fuel Additive to the Corporation as per the rate, quantity & delivery schedule specified therein
- (b) **This additive as offered in the bid and approved by BPCL's R&D, should improve the fuel economy by at least 2% and also enhance other engine performance parameters as detailed in the Technical datasheet.**

2. **QUANTITY**

- (a) BPCL may not place order/ contract for the entire/any tender quantity and reserves the right to place the order/contract for part tender quantity. The Additive quantities indicated in the tender/contract are estimated requirements and not binding. BPCL reserve the right to accept part/full quantity offered; call off part/full quantity contracted. Vendor has to execute the orders only against call-offs/Purchase Orders received from our plants. If the actual requirement is less than the ARC qty., please note that it is not obligatory on BPCLs part to lift any material manufactured by vendor in anticipation of a call-off/PO.
- (b) **BPCL also reserves the right to increase the contract quantity up to 20% of the original contract quantity** within the contract validity period **and the successful bidder shall be bound to accept such increase in contract quantity** under the same terms and conditions. Any increase over and above the 120% of original contract quantity shall be done only after obtaining written confirmation from the successful bidder.
- (c) BPCL reserve the right to re-allocate the quantities from one warehouse to other (applicable for both, Indigenous & Imported material) for utilization of contract to the extent possible within validity of contract, based on actual requirements.
- (d) BPCL also reserve the right to re-allocate the material to a location within the proximity of approx. 50 KMs from the original delivery location, if required; at the same rate, terms & conditions of the original delivery location.

3. **ORDER AWARD/EVALUATION CRITERIA:**

- (a) Through this tender, BPCL seeks to surface the lowest price supplier for the entire requirement on all India basis.
- (b) **Offers will be evaluated on the basis of overall lowest Net Treat Cost (NTC)** determined by taking into account the % dosages and Net Landed Cost (NLC) of the additive/material, as per the quotation. Net Treat Cost calculation is to arrive at the total raw material cost per MT of each formulation of finished GASOLINE FUEL using different additives on offer, with the objective of determining lowest raw material cost/MT of finished product across all sets of additives.
- (c) Necessary loading factors, wherever required, on account of early payment terms, octroi charges, custom/import duties, custom clearance charges etc. shall be applied to bring all the offers at par, while evaluating the offers. Similarly, set offs like CENVAT and ITC are also considered for calculating the Net Landed Cost (NLC).

4. **DELIVERY ADDRESS:**

Material shall have to be handed over to the authorized/nominated officer-in-charge available at the delivery addresses mentioned below:

CPO Warehouse, Loni, Ghaziabad	Bharat Petroleum Corporation Limited, CPO Warehouse, Loni, Village Tila, Shabajpur, via Bhopura, Ghaziabad-201 102. Uttar Pradesh, India Phone: 0120-6404524 0120-2682993 0120- 2682998 Mobile: 09891910551
CPO Warehouse, Budge Budge, Kolkata	Bharat Petroleum Corporation Limited, CPO Warehouse, Budge Budge, District-24 Paragnas (South), Kolkata - 700 037 West Bengal, India Phone: 033-24701135 Mobile: 9748092930 9007119811
CPO Warehouse, Tondiarpet, Chennai	Bharat Petroleum Corporation Limited, CPO Warehouse, Tondiarpet, 35, Vaidyanathan Mudali Street, Chennai-600 081 Tamil Nadu, India Phone: 044 25951328 044-2525952381 044-25951328 Mobile: 9884217802 9444247730
CPO Warehouse, Sewree, Mumbai	Bharat Petroleum Corporation Limited, CPO Warehouse, Sewree, A-Installation, Sewree-Fort Road Sewree (East), Mumbai-400 015. Maharashtra, India Phone: 022-24516407 022-24516429 022-24117886 Mobile: 99694 10599

5. It shall be assumed that for supply in packed drums/barrels, the drums/barrels are not returnable.
6. **PERIOD OF THE RATE-CONTRACT:** The quantity indicated above is the total requirement for **TWO YEARS**. BPCL would like to enter into Rate Contract (**RC**) valid for **Twenty-Four (24) Months** from the date of RC/ LOI.

BPCL reserves the right to extend validity of the contract by another six months under the same terms and conditions.

7. TERMS-CONDITIONS APPLICABLE FOR INDIGENEOUS/LOCAL SUPPLY

- i. Your quoted price shall be on DOOR-DELIVERY basis to our various warehouses.
- ii. TRANSIT INSURANCE shall be in vendor's scope and vendor has to arrange for transit insurance of the goods/material.
- iii. Applicable taxes (if any) on transportation, octroi and other levies, if any, subsequent to movement of goods/material from your plant, will be paid by you to the statutory authorities.
- iv. No compensation shall be paid by BPCL for increase in price on account of statutory levies on the delivered quantity due to misinterpretation of statutory laws by the supplier while giving the offer.
- v. Unloading and stacking of the supplied goods/material shall be arranged by you at your cost at the respective locations.
- vi. You shall furnish test reports of every batch of the supply made by you. Delivery challan should be accompanied with MSDS and the test reports of the same batch when the product was manufactured. The batch number must be mentioned on the delivery challan as well as on the barrels, if any.

Vendor's name should be mentioned on each package as supplied by M/s ***** [supplier organization name]. The package should have marking of batch number, gross weight, tare weight, net weight. Additives should be supplied in the new non-returnable barrels. The tank lorry for supplying the additive in bulk shall have internal steam coil for heating while unloading at destination.

8. TERMS-CONDITIONS APPLICABLE FOR IMPORTED MATERIAL

- i. Bidder should offer rates indicating FOB (load port), Ocean freight to Indian Sea port (Mumbai-sea port/ Nhava-Sheva/CFS Mulund, Kolkata-sea port, Chennai-sea port, Delhi-dry port). The quoted Ocean freight shall be deemed as from load port to Destination port (i.e. Mumbai / Kolkata / Chennai/Delhi).

- ii. **Offers can be submitted in US Dollars or Euro, and as per the price-format, indicating C&F and FOB rates for packed drum.** The FOB rate for supply in packed drums shall include all charges with trucking in and trucking out of containers, Terminal Handling charges at load port, Export documentation charges, any other charges till the cargo is loaded on board. The freight quoted by the bidder should be realistic and should indicate only the Ocean freight from port to port. While evaluating the offers, exchange rate shall be considered as applicable on the date of opening of tender to bring all the offers at par.

Please enclose a copy of your freight agreement with the liner in support of your C&F rate; else in the event of placement of orders on C&F basis, you may be required to provide a freight receipt from your liner. **Please also indicate country of origin, Port of shipment and packing details (viz. Gross Weight/Net Weight. The Nos. of containers required and also Nos. of drums could be accommodated in a container for supply in Drum.).**

Marine Insurance will be arranged by BPCL locally. Vendor will intimate the shipping details by fax/ telex / by email immediately after dispatch.

- iii. BPCL reserves the option of placing the order on FOB Basis or CFR basis, so please quote your FOB rate as well as CFR rate also.

In the event of placement of order on FOB basis, shipping arrangement shall be made by Chartering Wing of Ministry of Surface Transport, Govt. of India, New Delhi through their respective forwarding agents.

The name of agent shall be confirmed to you while placing our order/contract. Supplier shall furnish to the respective agent the full details of consignment such as outside dimension, weights (Both gross and net), No. of packages, technical description and drawings, name of suppliers, port of loading, etc. SIX weeks' notice shall be given by the supplier to enable the concerned agency to arrange shipping space.

- iv. Our requirements at various locations (Sewree-Mumbai, Budge Budge -Kolkata, Tondiarpet-Chennai and Loni-Ghaziabad warehouses) are as mentioned in the tender. Hence please indicate your FOB rates and C&F rates (Mumbai, Kolkata, Chennai ports and Delhi-dry port respectively) on FCL as well as on LCL basis as per the price format given under the sub-head Type of Supply.
- v. Inspection Certificate/Certificate of Analysis/Material Safety Data Sheet, Country of Origin Certificate, packing list, Bill of lading etc. has to be submitted with the invoice during the supply to our office at Mumbai.

One set of entire document also has to be sent to the originator of order/delivery location.

After shipment you will have to send one set of non-negotiable documents to us by courier within 4 days of shipment failing which the documents will be faxed to us within 7 days of dispatch.

- vi. Any offer through Indian Agents will be considered only after authorization mentioning them as your Indian Agents is received.

9. In case if the import offer is on CIF basis, vendor needs to quote the Marine Insurance component too in the price format.

10. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

Further to clause 30 of the General Purchase condition,

Technical Specification of the product/additive would be strictly as per the approved Technical specification given by R&D Dept in Annexure VI. No deviation in approved technical specification will be allowed.

In the event the material delivered against the tender is found to be not in accordance with the approved specifications, a joint testing will be carried out. If it is still found to be off spec, the entire quantity will be rejected and the vendor will be responsible for replacement of the rejected material free of cost and/or reimbursing BPCL for resultant loss on that account.

The vendor will have to lift up the rejected material from BPCLs premises at their cost within fifteen days of such notification by BPCL in writing, failing which BPCL will be free to dispose-off such material as it deems fit without any obligation whatsoever.

11. CANCELLATION OF TENDER

BPCL reserves the right to cancel this tender without assigning any reason what so ever. BPCL decision will be final and binding to all the vendors.

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 supply of **Multifunctional Gasoline Fuel**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

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

Section 1 - Commitments of the Principal

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

Section 2 - Commitments of the Bidder / Contractor/Supplier

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

any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

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

Section 4 - Compensation for Damages

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

For the Principal

For the Bidder/Contractor/
Supplier

Place

Witness 1 :
(Signature/Name/Address)

Date

Witness 2 :
(Signature/Name/Address)

INSTRUCTIONS TO BIDDERS

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

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

4. **Corrigendum/amendment**, if any, shall be notified on the site <https://bpcleproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such bidders who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the bidder. They have the choice of making changes in their bid before the due date and time.
5. **Bid submission procedure:** Bidders are required to complete the following process online on or before the due date of closing of the tender:
 - A. Techno-Commercial bid
 - i Accept the contents of the following annexures barring deviations notified in the forms provided for this purpose:

a. General Purchase Conditions	Annexure II
b. Special Purchase Conditions	Annexure III
 - ii Accept the contents of the following annexures in toto by clicking on the button provided on the screen below each one of them:

a. Instructions to bidders	Annexure V
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 - iii Proforma of **Integrity Pact (IP)** has been uploaded as **Annexure IV** of tender documents. Bidder shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by bidder along with other bid documents.
 - iv Online fill in the BQC data (**annexure I**) and upload all the requisite BQC documents (in pdf or jpg format)
 - v Online fill in the Technical Data Sheet (**annexure VI**) and upload all the requisite Technical data documents (in pdf or jpg format).

vi Online fill in information in the Bidder's Details (**annexure VII**) and Techno-commercial Information (**annexure VIII**).

vii Upload any other document, if applicable

B. Price bid

Online fill in the quotes in the price bid form (**annexure IX**).

The price bid format, consist of two Price Bid forms –

- for local/Indigenous supply - PRICE BID FOR INDIGENOUS ADDITIVES &
- for Import supply - PRICE BID FOR IMPORTED ADDITIVES

to facilitate bidding for both types of supply.

The offer for an individual item has to be made in the Price Bid form applicable.

6. ACCEPTANCE OF BIDS BY THE CORPORATION:

For qualifying in the techno-commercial bid,

- a. Bidder should meet the entire bid qualification criteria
- b. The additive offered by the bidder should be acceptable to BPCL's R&D.
- c. Bidder should have completed the entire bidding process, uploaded the Integrity pact duly signed & witnessed and the deviations mentioned by him should be acceptable to the corporation
- d. Bidder should not have been debarred or holiday listed for a period that is not over as on the due date of this tender

Price bid of only those vendors would be opened who qualify in the Techno-commercial bid. Price bid shall be evaluated as per the order award / evaluation criteria given in clause 3 of SPC.

7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

- (i) Bidders are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves at the earliest.
- (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- (iii) Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid.
- (iv) If the bidder intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. **However, if the bidder is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the bidder against the tender and consequently the bidder will be out of contention.** The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- (v) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
- (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- (vii) No manual bids/offers along with electronic bids/offers shall be permitted.

8. For tenders whose estimated procurement value is more than INR 10 lakhs, bidders can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, bidders shall have to log in to the portal under their user ID and password, click on the "dash board" link against that tender and choose the "Results" tab.

9. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that bidders who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
10. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the bidder may contact the following agencies / personnel:

1. For system related issues :
 - a. M/s. E-Procurement Technologies Ltd at contact no. Tel: +91 79 4001 6816 | 6848 | 6844 | 6868 followed with a e-mail to id support@bpclproc.in
 - b. Procurement Manager of M/s. BPCL at contact no. +91-22-24176413 followed with a e-mail to ID pooja@bharatpetroleum.in
2. For tender related queries:
 - a. Ms. Pooja Pandey of BPCL at contact no. +91-22-24176413 followed with an email to ID pooja@bharatpetroleum.in
 - b. Mr. Sandeep Srivastava of BPCL at contact no. +91-22-24176076 followed with an email to ID sansonkt@bharatpetroleum.in

The responsible person of the tender is Mr. Sandeep Srivastava of BPCL at contact no. +91-22-24176076.

TECHNICAL DATA SHEET**(to be filled online)****DETAILS OF PERFORMANCE DATA OF GASOLINE MFA TO BE SUBMITTED BY ADDITIVE SUPPLIER**

- A.1** Additive Supplier Name :
- A.2** Additive Name :
- B.1** Recommended treat rate of additive (in ppm v/v) * :
(MFA(Basic performance additive Package) + Friction Modifier(Fuel Economy Package, If any))

- C.1 The fuel economy improvement (should be minimum 2%) :**
The Fuel Economy data should have been generated using select model/s of Indian vehicles, representative of the vehicle population of India, using Indian Driving Cycle (MIDC) at ARAI, Pune or ICAT, Manesar.

Submit detailed report of the said test conducted for establishing FE claim.

Also, submit the test report of base fuel used for the same.

D.1**TABLE-1**

Sl. No.	Performance test	Test method	TEST DURATION	Document(s) to be submitted
1	IVD Keep Clean	FORD 2.3 L (ASTM D 6201)	100 HRS	Submit Engine Test Data (All supporting documents / test report to be submitted), test report of base fuel used for generating data and Drive cycle details.
		(or)		
		MB M102E (CEC F-05-A-93)	60 HRS	
		(or)		
		MB M111E (CEC F-20-A-98)	60 HRS	
2	IVD Clean Up	FORD 2.3 L (ASTM D 6201)	100 HRS	Submit Engine Test Data (All supporting documents / test report to be submitted), test report of base fuel used for generating data and Drive cycle details.
		(or)		
		MB M102E (CEC F-05-A-93)	60 HRS	
		(or)		
		MB M111E (CEC F-20-A-98)	60 HRS	
3	CCD Keep Clean	FORD 2.3 L (ASTM D 6201)	100 HRS	Submit Engine Test Data (All supporting documents / test report to be submitted), test report of base fuel used for generating data and Drive cycle details.
		(or)		
		MB M102E (CEC F-05-A-93)	60 HRS	
		(or)		
		MB M111E (CEC F-20-A-98)	60 HRS	
4	CCD No Harm Data	FORD 2.3 L (ASTM D 6201)	100 HRS	Submit Engine Test Data (All supporting documents / test report to be submitted), test report of base fuel used
		(or)		
		MB M102E (CEC F-05-A-93)	60 HRS	
		(or)		

		MB M111E (CEC F-20-A-98)	60 HRS	for generating data and Drive cycle details.
5	Water Separation	ASTM D 1094	As per test method	Test report of base fuel used for generating data.
6	Anti-corrosion	ASTM D 665 (both A & B method), NACE rating	As per test method	Test report of base fuel used for generating data.
Note: * - This should include both MFA and Friction Modifier treat rates i.e. The recommended treat rate should meet all the requirements mentioned in Table-1				

BIDDER'S DETAIL
(to be filled online)

Sr. No.	PARTICULARS	BIDDER'S RESPONSE
1	Name of the Bidder / Firm / Company	
2	Status of the Bidder / Firm/ Company (Proprietary Firm OR Partnership Firm OR Public/ Private Limited Company)	
3	Address and Contact Details of the Registered Office	
4	Name & address of the Proprietor/ Partners/ Directors with percentage of share holding	
5	If any of the Proprietor/ Partner(s)/ Director(s) of the Firm/ Company participating in this tender, is also a proprietor/ Partner(s)/ Director(s) in any other Firm/ Company (manufacturing unit of Tendered Material), then please provide the following details:	
5-a	Name of Common Proprietor/ Partner/ Director	
5-b	Name of the other Unit	
5-c	Other Unit Address	
6	State whether the Proprietor/ Any of the Partners/ Any of Directors of your Firm/ Company is related to Any of the Directors of BPCL	
6-a	If YES, state the Name of BPCL Director and Your RELATIONSHIP with Him	
7	State whether the Proprietor/ Any of the Partners/ Any of the Directors of your Firm/ Company is also a Director of BPCL	
7-a	If YES, state the Name/s of such BPCL Director/s	
8	Address and Contact Details of your Plant from where Material is going to be supplied. In case the MSE vendor wishes to supply from their more than one Plants/ Units having MSE Certification, then provide Address and Contact Details of all those Plants/ Units.	
9	Name and Contact Details (Phone, E-Mail Id etc.) of the Contact Person/s	
10	State whether the Bidder/ Firm/ Company is a Micro or Small Enterprise (MSE). If YES, please provide Supporting Document.	
10-a	State whether the Bidder/ Firm/ Company is a Micro or Small Enterprise (MSE) owned by Scheduled Caste (SC) or the Scheduled Tribe (ST) Entrepreneurs. If YES, please provide Supporting Document.	
11	Are you in the holiday / black list of BPCL and / or MOP&NG and / or Oil PSE? (Yes / No)	

Techno-Commercial Information
(to be filled online)

SR. No.	DESCRIPTION	TO BE MENTIONED / CONFIRMED BY VENDOR
1	VALIDITY OF RATES/OFFER: Rates should remain valid for at least 90 days from the last date of submission of tender. The rates shall be firm for the entire contract period specified in the tender/RFQ. No upward revision will be allowed during the contract period and after communication of the acceptance of the tender during the validity period /except for the quotes on escalation/de-escalation basis. Please mention the escalation/de-escalation clause, if any, in Deviation.	
2	CONTRACT PERIOD: Contract period will be for the period mentioned in the e-tender/RFQ, from the date of issue of Letter of Intent/contract date.	
3	Contract period may be extended for a further period upto 6 months from the expiry date, on mutual consent and at same rate, terms & conditions; if required.	
4	QUANTITY INCREASE BY 20% CLAUSE: Your quoted rates shall be valid for placement of contract for any quantity up to a maximum of 120% of tendered quantity. BPCL reserves the right to increase the contract qty. of any/all of the materials by 20% (if required) at any point of time within the validity period of the contract. Vendor will have to supply the said qty. at the same rate, terms & conditions of the original contract.	
5	DELIVERY SCHEDULE: For all the items offered, please indicate your best delivery schedule. Call off would be placed on any day during the contract validity period. The delivery period quoted must be realistic and specific. Kindly also indicate Gross weight and Net weight per drum for supplies in drums. The inability of successful vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL at its options to cancel the order in part or full and purchase such cancel quantities from elsewhere on account at the risk and cost of the vendor and all expenses incurred in the process will be recovered from the vendor.	
6	PAYMENT TERM: Within 30 days from the date of receipt and acceptance of material at our location. Payment will be made on submission of original documents directly to BPCL by Telegraphic Transfer. Credit period for payment, if any, should be indicated in your offer. Appropriate financial weightage will be given in financial evaluation of your offer. There shall be no benefit for offering a credit period greater than 30 days from the date of material receipt at the warehouse. Please provide your bankers full details (Bankers name, SWIFT code, a/c no. etc.) where payment to be remitted.	
7	DELIVERY DATE AND PRICE REDUCTION CLAUSE: In addition to GPC clause 20, The material has to be supplied as per the schedule given in the call off issued by our plants. The date of B/L shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipment if the vessel is not available then the intimation by vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment when contract is on FOB basis.	

8	RISK PURCHASE CLAUSE: Ref. GPC clause 21. Please confirm acceptance here.	
9	DISPATCH LOCATIONS: Please mention the name of the dispatch locations /Port of loading from where each of the offered additives shall be dispatched. Further pl provide minimum 15 days container detention free period from date of arrival at discharge port.	
10	For Each Additives offered as import, Country of Origin may be indicated.	
11	For Each Additives offered as import, Type of Chemical viz. Hazardous or Non Hazardous may be indicated.	
12	For Each Additives offered as import, One FCL Quantity in MT may be indicated.	
13	Where tender quantity is large, BPCL will place call up for FCL loads and the last spill over quantity would be if required procured as LCL. LCL Basic Price in USD/MT and Ocean Freight USD/MT may be indicated separately for each offered additive for each destination.	
14	For Each Additives offered as import, Net weight in kg may be indicated.	
15	Excise Chapter ID No.: Please provide excise chapter ID for the material offered.	
16	BTN CLASSIFICATION: Please provide the BTN (Brussels Tariff Number) for the materials offered.	
17	Kindly quote your Income Tax Permanent Account Number PAN) as well as Income-Tax Circle/Ward/District in which you are assessed for Income Tax.	
18	Cancellation: Ref. Clause 34 of GPC. Please confirm acceptance.	
19	Force Majeure Clause: Ref. Clause 22 of GPC. Please confirm acceptance.	
20	Arbitration Clause: Ref. Clause 23 of GPC. Please confirm the acceptance	

PART - B: PRICE BID**ANNEXURE – IX**PRICE BID FORMATS**(to be submitted online)****PRICE BID FORMAT: INDIGENOUS**

Item Description	Multifunctional Additive	
Tender Qty (MT)		
Basic Price in Rs. per MT	XX	Bidder to Quote
Basic Price in words		Auto Field
Excise Duty (Incl Cess & surcharge) (in%)	XX	Bidder to Indicate
Vendor's Dispatch Location	XX	Bidder to Indicate
Tax Type	VAT/CST	Bidder to Select
CST with Form C (%) / VAT (%)	XX	Bidder to Indicate
Item Description (Repeat)	Multifunctional Additive	
BPCL Location	Sewree/Loni/Budge Budge/Tondiarpet	
Type of Supply	Drum	
Freight Amount in Rs. per MT	XX	Bidder to Quote
Freight Amount in words		Auto Field
Octroi (in %)	XX	Bidder to Indicate
Service charges Octroi (in %)	XX	Bidder to Indicate
Freight - Pre/Post Tax	Pre/Post Tax	Bidder to Select
Octroi - Pre/Post Tax	Pre/Post Tax	Bidder to Select

NOTES:

- This price bid form needs to be filled by bidders offering to supply this material on Indigenous basis.
- Basic price in Rs/MT:** It is the quoted price for the additive in **Rs. per MT**.
- Excise Duty:** is to be indicated **INCLUSIVE** of Education & Higher Edu. Cess, if any in %.
- Tax Type:** Please indicate applicability of VAT or CST for supplies to locations. **One Field** has been provided in the Price-Bid i.e. TAX TYPE. For inter-state supplies, select CST in the box and for supplies to BPCL Plant within the STATE of your supply plant, please indicate **VAT** as the tax type.
- CST with Form C (%) / VAT (%) :** Please indicate the tax applicable, in terms of %.
- Freight Amount in Rs. per MT :** Please offer **FIRM** Freight Rate in **Rupees per MT** basis for delivering to BPCL Warehouses (inclusive of Service Tax, if any).
- Octroi (in %) :** Please indicate the octroi payable (if any) in terms of %.
- Service charges Octroi (in %) :** Please indicate the FIRM service charges on octroi, if applicable, in terms of %.
- Freight PRE/ POST TAX:** In the Price Bid, **ONE dropdown box** has been provided for selecting **Freight PRE-TAX** and **Freight POST-TAX**. In case Sales Tax (CST/VAT) is to be worked out considering **Freight Element**, then select for **Freight PRE-TAX** and vice versa.

- j. **Octroi PRE/ POST Tax:** In the Price Bid, **ONE dropdown box** has been provided for selecting **Octroi PRE-TAX** and **Octroi POST-TAX**. In case Octroi is to be worked out considering **Tax Element**, then select for **Octroi POST-TAX** and vice versa.

PRICE BID FORMAT: IMPORTS

Item Description	Multifunctional Additive	
Tender Qty (MT)		
Currency	EURO HSS/ EURO Import/ USD HSS/ USD Import	Bidder to Select
FOB rate for FCL Qty per MT	XX	Bidder to Quote
FOB rate for FCL Qty in words		Auto Field
FOB rate for LCL Qty per MT	XX	Bidder to Quote
FOB rate for LCL Qty in words		Auto Field
Net Weight in kilogram per Drum	XX	Bidder to Indicate
No. of Drums per FCL	XX	Bidder to Indicate
Item Description(Repeat)	Multifunctional Additive	
BPCL Location	Sewree/Loni/Budge Budge/Tondiarpet	
Ocean Freight per MT for FCL Qty	XX	Bidder to Quote
Ocean Freight per MT for FCL Qty in words		Auto Field
Ocean Freight per MT for LCL Qty	XX	Bidder to Quote
Ocean Freight per MT for LCL Qty in words		Auto Field

NOTES:

- a. This price bid form needs to be filled by bidders offering to supply this material on Import or High Sea sales (HSS) basis.
- b. **Currency:** In the Price Bid, **ONE dropdown box** has been provided for selecting **currency**. Bidder has to select one currency **as either EURO HSS or EURO Import or USD HSS or USD Import**.
- c. **FOB rate for FCL Qty per MT:** It is the quoted price for the additive in **selected currency per MT** for FCL (Full Container Load) Qty. Please offer your rates indicating FOB (load port) and Ocean freight to Indian Sea port (Mumbai-sea port/ Nhava-Sheva/CFS Mulund, Kolkata-sea port, Chennai-sea port, Delhi-dry port).

One FCL Qty in MT will be = Net weight in MT per drum X No. of drums per FCL.
- d. **FOB rate for LCL Qty per MT:** It is the quoted price for the additive in **selected currency per MT** for LCL (Less than Container Load) Qty.
- e. **Net Weight in kilogram per Drum:** Bidder must indicate net weight of an additive in kilogram per drum.
- f. **No. of Drums per FCL:** Bidder must indicate no. of drums per FCL (Full Container Load).
- g. **Ocean Freight per MT for FCL Qty:** It is the quoted ocean freight for the additive in **selected currency per MT** for FCL (Full Container Load) Qty.
- h. **Ocean Freight per MT for LCL Qty :** It is the quoted ocean freight for the additive in **selected currency per MT** for LCL (Less than Container Load) Qty.