M/s Bharat Petroleum Corporation Ltd., Mumbai would like to prequalify Indian/Foreign bidders & obtain Technical & Commercial (Techno-commercial) Bids for the following:

<table>
<thead>
<tr>
<th>SR. No</th>
<th>DESCRIPTION</th>
<th>QTY **</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purchase of Electronic Carousel System of High Capacity capable of filling 3600 to 4800 cylinders per hour of 14.2 Kg LPG Cylinders as per technical specifications attached</td>
<td>1 No.</td>
</tr>
</tbody>
</table>

** The quantity indicated is tentative & the location will be intimated at the time of seeking price bids from prequalified & technically/commercially qualified vendors.

**NOTE:**

1) The subject tender is for shortlisting of prospective suppliers of High Capacity Electronic Carousel Systems as per our prequalification criteria. You are requested to submit your Pre-Qualification (PQ) offer in line with the instructions given in this document.

2) The technical & commercial bid is enclosed & has to be signed/sealed on all pages.

3) Techno-commercial bids will be opened only for those vendors who meet the prequalification criteria and have been prequalified.

4) The Price bids will be sought later from only those vendors who have been technically & commercially qualified against the subject tender.

5) Please refer to Annexure-I for detailed Prequalification Criteria, Annexure-II for detailed Technical Specifications & Annexure-III for Commercial Conditions (Indian & Foreign bidders to use the appropriate part of the documents as indicated).
6) Last date for submission of offers: 24-8-2010 till 1530 Hrs (IST)

7) The Vendor should submit the requisite documents as under:

   Envelope 1 : Should contain the Pre-Qualification Bid Document (Annexure – I), duly filled up with vendor’s response for each point/item, signed & stamped in all pages along with all supporting documents. This envelope should be sealed & marked “Prequalification Bid” on the cover.

   Envelope 2 : Should contain the Technical & Commercial Bid (Annexures – II & III) signed/sealed on all pages along with responses & deviations if any & any technical literature & all relevant details. This envelope should be sealed & marked “Techno-Commercial Bid” on the cover.

   Envelope 3 : Should contain Envelopes 1 & 2. This envelope should be sealed & marked “Prequalification & Technical Bid for Supply of 1 No. High Capacity Electronic Carousel System to BPCL. Tender CRFQ No. 1000124330 dt. 20-07-2010”. This envelope should be sent to the following address to reach us before the due date & time:-

               Chief Procurement Officer(Mktg.),
               Central Procurement Organisation,
               Bharat Petroleum Corp. Ltd.,
               A-Installation, Sewree-Fort Road,
               Sewree (East), Mumbai – 400015. India.

For any clarifications, please contact :-

1. Mr.S.Sriram, Procurement Leader,CPO : Tel : 022-24150535,
   E-Mail : srirams3003@bharatpetroleum.in

2. Ms.Sonia Srinivas, Procurement Manager,CPO : Tel : 022-24176418,
   E-Mail : srinivass@bharatpetroleum.in
ANNEXURE-I

A) PRE-QUALIFICATION CRITERIA FOR SHORT-LISTING OF VENDORS FOR SUPPLY OF HIGH CAPACITY ELECTRONIC CAROUSEL SYSTEM OF 3600 to 4800 CYLINDERS PER HOUR WITH +/- 20 GMS ACCURACY:

1. Vendor should be an established manufacturer of High Capacity, fully automatic Electronic LPG Cylinder filling Carousels with down stream facilities (like Electronic Check scale , Valve leak tester ,O ring leak tester , weight correction unit, check scale for SQC etc. ) of capacity approximately 3600 to 4800 cyl./hr (cylinder of 14.2 kg LPG)

2. All the equipments as mentioned in point 1 above must be from one manufacturing location.

3. Vendor should have successfully supplied/installed at least 1 such system and is operational at the rated conditions at the time of submission of Pre-qualification Bid.
   The above criteria of carousel quantity shall be from the same manufacturing location from which the vendor proposes to supply carousel against this new tender.

4. Vendor should have an established after sale service network having experience of erection, commissioning and servicing of Electronic Carousels including down stream facilities in India at least for the last one year. However, all such vendors who have previously no after sales service set-up in India, should agree to establish an after sales service set-up in India.

5. Vendor should have valid approval from ‘Legal Metrology- Weights & Measures Department ’ , ‘Chief Controller Of Explosives , Govt. of India’ ,Petroleum & Explosive safety organization for all equipments like carousel, Weight correction units , Valve & O –ring leak detectors etc. at the time of submission of offer.

6. Annual turnover of the vendor in any one of the previous three financial years (2007-08, 2008-09, 2009-10) shall be at least Rs. 4 Crores for High Capacity carousel.

7. Vendors Net worth as per latest audited financial statement should be positive

8. The bidder should have strong infrastructure manufacturing facilities for manufacturing of such Electronic carousels for LPG filling.

9. The bidder should be able to supply the Electronic Carousels after on-line inspection by Third party inspection agencies such as Lloyds/ IRS/DNV/SGS/EIL etc.
B) Documents required for qualification:

1. Copy of approvals from any statutory body or equivalent, if applicable
2. Details of manufacturing facilities
3. Details of testing facilities available.
4. List of order/s executed for similar Electronic carousels
5. The bidder shall submit the audited balance sheet & profit and loss account for last three years.

Besides above mentioned pre-qualification criteria, following will also be the part of prequalification document:-

a. The Vendors who are already enlisted with BPCL should also apply.

b. Vendors to submit documents/information to satisfy the above prequalification criteria. Applicants should also be in a position to produce further information as and when required by us.

c. BPCL reserve the right to accept / reject any or all pre qualification documents at their sole discretion without assigning any reason whatsoever.

d. BPCL, at its discretion reserves the right to verify information submitted and inspect the manufacturer facilities, if required to confirm their capabilities.

e. BPCL reserves the right to change the quantity (increase or decrease) to be tendered.

f. Vendors would be pre-qualified based on data and documents provided by Vendors and based on information available with BPCL with regard to the Vendors credentials.

g. The vendors who are on BPCL holiday list will not be considered.

h. BPCL decision on any matter regarding short listing of Vendors shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.

i. The bidders who meet our pre-qualification criteria will be short-listed. The techno-commercial bid envelope of only of those vendors who meet the prequalification criteria and have been prequalified would be opened. Also, the price bids will be sought only from those vendors who have been technically & commercially qualified.

j. Bidder’s application should be submitted in their company letter head strictly with all the essential details.
DECLARATION TO BE PROVIDED BY THE BIDDER

I/We hereby undertake that the statements made herein/information given in the Annexures/documents referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling Bharat Petroleum Corporation Ltd. to avoid any resultant contract.

I/We further undertake as and when called upon by Bharat Petroleum Corporation Ltd. to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

(Signature of the Vendor)

Name & Designation of authorised person
Signing the offer on behalf of the Vendor

Full Name and address of the Vendor
ANNEXURE - II

TECHNICAL SPECIFICATIONS FOR SUPPLY OF HIGH SPEED ELECTRONIC CAROUSEL FILLING SYSTEM.

1.0 GENERAL: This document covers generic specifications and the performance parameters. The bidder is required submit the complete details of technical, operation, safety & performance of each sub system/components of the carousel filling system. The design of the system shall be performance based and the final acceptance of the system will be on basis of field performance test at BPCL filling plant after commissioning & stabilizing the system. THE DESIGN MUST ENSURE THAT THE COMPLETE CAROUSEL FILLING SYSTEM SHALL GET SYNCHRONISED AUTOMATICALLY WHENEVER CAROUSEL SPEED IS CHANGED.

1.1 The job Specifications mainly indicates the parameters, conditions and requirements of BPCL as per which the manufacturer has to design, procure raw materials, manufacture, shop test/inspect and supply the equipment suitable for filling, testing, conveying & transporting LPG cylinders. The specifications are intended to give the vendor the functions and the operating characteristics to which the equipment shall be manufactured.

1.2 The design capacity of Electronic Carousel with 60 filling heads shall be guaranteed for minimum 3600+ Cylinders per hour for filling of 12 kg to 35kg Cylinders per hour for filling net weight filling, with minimum 95% filled cylinders having filling accuracy of (+/-)20 gms range. The overfilled and under filled cylinders should not exceed 2% of the gross filling. However, filling accuracy of +/- 20 gms and overfilled/underfilled upto 2% of filled cylinders will be preferred.

1.3 The quantity of LPG leakage during each detachment/cut off operation from each filling gun to be advised to BPCL.

1.4 The carousel with 42 to 60 machine Electronic Filling Machine is to be designed requiring no manual intervention with production and monitoring functions carried out with the help of PLC, ensuring automatic and continuous filling operation of the LPG cylinder.

1.5 Vendor must confirm the guaranteed system accuracy which will be proven at the time of handing over the system and the same shall be guaranteed for Indian climatic conditions (viz. temperature/ moisture/ dust/wind/ open sheds). Due to handling conditions prevailing in Indian markets the cylinders may not hold the same dimensional tolerances after repeated circulation. The carousel should be able to fill the cylinders as long as the cylinders are able to stand on the foot ring / conveyor & the latching system of carousel should be designed to latch the cylinders on to the platforms. The guns should also be made with self aligning facility to accommodate such cylinders. The
Central Procurement Organisation (Mktg.), Bharat Petroleum Corp. Ltd., Mumbai : Global Tender
CRFQ No. 1000124330 dt. 20/7/2010 For Supply of High Capacity Electronic Carousel System

system should perform satisfactorily under the ambient temp range of 5°C to 50°C.

1.6 The **Scope of Supply & Works** for the Electronic Carousel filling system shall include design, procurement of raw materials, manufacturing, testing and delivering equipment and accessories and as follows:-

i) The ELECTRONIC Carousel Filling system shall consist of the following:-

a) Electronic Filling Machines mounted on a steel frame with rails including foundation bolts & central column, swivel joints for instrument air, LPG, power .

b) Distribution piping network for each filling machine,

c) Suspension/supporting structure for SC type cylinders

d) Automatic centering and clamping device

e) Automatic filling head for SC type of valve

f) Electronic control system with data communication i.e. Power & data transfer arrangement for complete carousel system , data storage, self diagnostic, electronic hardware & software etc complete PC of HP/COMPAQUE/IBM/HCL/WIPRO Brands , with minimum configuration of Pentium Core 2 Duo processor, 19" TFT Color Monitor, 80 GB HDD, DVD Reader/Writer, optical three button mouse , Colour Ink Jet Printer of HP/CANNON make of min.22 pages per minute, with licensed operating system min. of Windows XP.

 g) Tangential or Radial Type Automatic Ejection Units

h) A Central tare weight input system

i) Provision for Tare weight entry.

j) Filling guns & hoses for all filling machines

k) Carousel drive units with FLP motors

l) Automatic Electronic Check weigh system suitable for maximum capacity of carousel considering 5% over/under/overfilled cylinders .This should be online/inbuilt type.

m) Pneumatic/ Photo Sensors and internal wiring.

n) Uninterrupted power Supply Unit (UPS) for minimum 30 minutes. Minimum 2000VA .

o) The necessary pipe manifold, valves including differential pressure valve, pressure gauge, safety valve, micro filter, earthing devices for the rotary carousel frame , machine and drive unit etc. including bolts & nuts complete.

p) Other accessories like photo sensor, diverters/pushers, complete.

q) Supply of all communication cables for equipments in the filling shed.

r) Spares for commissioning and trouble free operation of the entire systems during the warrantee period of two years.

ii) Each filling machine shall be provided with automatic filling guns for ‘SC’ types of valves. **THREE EXTRA GUN TO BE PROVIDED TO FACILITATE SERVICING OF GUNS.**

iii) All the necessary air service units comprising of filter, regulator and lubricator units along with all the interconnection piping to all the equipment shall be under the scope of Vendor.

iv) Approval of Chief Controller of Explosives (CCOE), Nagpur India for the Electronic carousel system to be obtained & submitted with the offer by the vendor or to be provided before dispatch of equipment.

v) A detailed drawing showing complete arrangement of the system along with measurement should be enclosed.
vi) 6 sets of Erection, Operation & Maintenance Manuals in CD form and 3 sets of hard copies for each system.

vii) 6 sets of detailed drawing for civil foundation and general arrangement drawing for each Carousel filling system.

viii) 6 sets of Electrical and pneumatic circuit diagram for the entire Carousel filling system.

However, the Vendor shall be responsible to complete the work in all respects and in doing so, provide/supply all facilities not covered below specifically, but nevertheless required for the satisfactory performance of complete system.

ix) The following supply/works shall be carried out by BPCL.

a) All Civil Works. However, Vendor should furnish the details of foundation drawings for all equipment within 6 weeks from the date of purchase order.

b) Erection/installation of all equipment supplied by the vendor shall be carried out under the direct supervision of the vendor and BPCL will provide the required semiskilled/unskilled manpower, power/ instrument air. The vendor should specify the actual requirement of the same in advance.

c) Vendor should specify the equipment-wise requirement of power/cables sizing etc.

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<tr>
<th>SL</th>
<th>DETAILS OF EQUIPMENT</th>
<th>REQUIRED POWER AND CABLE SPECIFICATIONS</th>
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<tbody>
<tr>
<td>1</td>
<td>Electronic Carousel Drive Unit</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Other if any.(specify)</td>
<td></td>
</tr>
</tbody>
</table>

d) BPCL shall supply required Air connections for all pneumatics. Vendor should specify the equipment – wise air consumption/requirement and pressure as given below. However, vendor should supply internal connections within their equipment for inter connection.

<table>
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<tr>
<th>SL</th>
<th>DETAILS OF EQUIPMENT</th>
<th>QTY OF AIR &amp; PRESSURE REQUIRED</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Electronic Carousel filling m/c.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Introduction/Ejection system</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Central Tare reader</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Check Weigh System Online/ Inbuilt</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Weight Correction System</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Valve Leak detection unit</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>O ring Leak detection unit</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Others if any.(specify)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>TOTAL AIR Requirement</td>
<td></td>
</tr>
</tbody>
</table>

e) Power cables from BPCL’s main power supply to carousel Drive unit and to UPS shall be arranged and laid by BPCL. All other cables including OFC/signal cables & connectors/ junction boxes shall be supplied by vendor and shall be laid by BPCL as per direction/ supervision of vendor’s engineer. G.I pipe for OFC/signal cable shall be provided and laid by BPCL as per direction of vendor’s engineer.
f) Any other items not specified in the scope and is essential for the satisfactory commissioning of the total system shall be under the vendor’s scope of supply.

1.7 The tare-weight reader/ encoding station shall transfer the data to filling system and downstream and the filling shall be fully automatic. In case of malfunction of Tare reader provision for manual encoding of tare weight should be considered.

1.8 The system is to be equipped with automatic electronic equipment for all functions with option for any future extension, modernisation or any alteration which could be taken up with the incorporation of cylinder identification (by RFID), palletisation etc.

1.10 All equipment should be suitable for filling 14.2Kg / 19Kg/35kgs cylinders.

2.0 SCOPE OF SUPPLY BY VENDOR FOR ELECTRONIC CAROUSEL:

2.1 Electronic carousel shall consist of but not limited to the detailed list indicated in clause no. 1.6 The entire electronic system shall be of FLP/Intrinsically Safe construction and fit for use in Hazardous Zone 1, for Gas group IIA and IIB with ambient temperature rating of – 10 degree Celcius to +50 C. All Electrical and Electronic components of equipments being supplied must have specific approval conforming to the required parameters mentioned above.

3.0 CENTRAL ENCODING / READING STATION :

3.1 Tare weight reading & data transfer shall be automatic. However provision of manual encoding may also considered in case of failure of the automatic reader.

3.2 The OEM/Supplier, type & certification of load cell is to be advised and the average life of the load cell used in checkscales /filling machines is to be informed.

4.0 CAROUSEL

4.1 The Carousel can be a steel platform supported by a number of running wheels fixed underneath the frame and running on a steel rail fastened to the floor. Alternatively, the wheels may be mounted on the ground and the platform may rotate above. The carousel shall rotate around a central column, which serves as the axis of rotation as well as a distributor of LPG, power/data/signal cables and compressed air to the individual filling machines.

4.2 The Carousel shall have a frame size for accommodating 60 filling machines mounted on its rotating table. The minimum guaranteed filling capacity shall be 3600+ LPG cylinders / hour with 14.2 Kg cylinders at a carousel speed of 55 seconds per revolution and 19 Kg cylinders in 60 seconds per revolution. The SC Valve is provided at the centre of the cylinder. Please see the attached drawings for details of cylinders.

4.3 Each filling machine with its filling head shall be of modular type and act as an independent unit along with its own controls and shall receive LPG, air and electricity feed from the central column.

a) The base frame shall be fitted with electronic filling machines including a Central column, LPG/Air/Power distributor rings, with individual LPG and Air isolating
valves & gas stop valves for individual filling machines.

b) The power distribution in Central Column carrying power to all filling machines and communication signals among filling machines/Check Scale/PLC should be of Flame Proof construction with guaranteed positive segregation between FLP and Intrinsically Safe, if separate channel for IS is provided.

c) The carousal shall rotate around the central column, which will serve as an axis of rotation and distributor of the LPG, electricity and compressed air to the filling machine,

d) In center column, there should be positive segregation between LPG and air portion. This can be obtained using proper leak proof seals, specifically coated & finished central pipe stems which should be rust resistant. Similarly, there should be positive segregation between Power/communication channels and LPG/Air.

e) The control/isolation valves used for LPG isolation should be fire safe, anti-static types. Necessary certificate in support of Fire Safety shall be produced. LPG. Hoses and compressed air hoses should have anti-static properties.

f) The driving unit shall have speed regulation for controlling rotation speed of the carousal to match with the filling time of LPG cylinders. Carousel will be operated at 55 seconds per revolution.

g) The electronic filling machine shall be of modular construction and electronic weighing PLS type and shall be incorporable any where in the LPG filling system.

h) The electronic filling machine shall include:

- Automatic lowering/raising of the LPG filling head. Automatic connection/disconnection clamping of filling head.
- Automatic cylinder centering.
- Clamping of cylinders covering the circumferential joint using arms/jaws operated by pneumatic cylinders/values.
- Automatic filling operated by electronic weight controller.
- No leakage from the filling gun if the cylinder valve is covered with safety cap or gun is not latched on the cylinder valve.
- The filling machine shall have a weight controller communicating with the main PLC which transfers the tare weight of cylinders entering through the Central Encoding Station and controlling all pneumatic movements.
- Auto calibration facility and auto tareing/zero setting to be provided. The machine shall also have encoding via PLS/RFID.
- In case of malfunction or drift outside the set parameters, the system shall have automatic shut off facility.
- Each filling machine shall be provided with quick closing isolation valves to isolate both LPG & Air supplies to the scale. All air connections should be quick disconnecting type push in connectors. Air tubing shall be flexible and anti static construction of the scale should be such that maintenance can be carried out easily without disturbing other scales.
- The supply of LPG, electricity and compressed air shall be interrupted, if required, for any individual filling machine(s) without stopping carousal, which ensures possibility for repair and maintenance during production.
- The table of each filling unit shall be made of suitable material to ensure no spark generation during cylinder movements. All flexible copper jumpers for earthing shall be included in the scope of supply of vendor. Continuity from filling gun to the rail should be provided.
Each scale shall have individual FRL units to ensure lubricated air supply to the scale. Also non-lubricated air supply shall be available for use as pilot signal etc. Alternatively, a single unit of suitable capacity.

All filling machines shall have self-diagnostic facilities.

i) **CABLES:** All cables including fiber-optic/communication cables and accessories shall be supplied by the vendor. BPCL will supply power cable to carousel drives. GI pipe for Fibre-optic/communication cables will be provided by BPCL and same will be laid under the supervision of the vendor’s representative.

j) **The Hardware architecture** of the system should be compatible with NT95/98/Win XP and able to exchange Excel/txt file.

### Interface - Compatibility with SAP R/3 System and plant automation

system to be provided and vendor to inform us the structure of their database, & in which database the files the filling data are stored, user id, password of the database so that if required BPCL can develop its interface if required.

A backup disc of software of supervisory control and other spare cards programmed with proven software to be provided at the time of handing over the system.

Provision for accommodating the automatic **bar code reader/scanner/RFID** for tare weight registering which may be installed in future.

Residual gas should be recorded. Print command should be optional.

Machine wise accuracy data in form of +/- 0, +/-20g, +/-50g, +/-100g, +/-150g, +/-200g, +/-300g, >400 g.

PLC Make – Allen Bradley/ Siemens / Honeywell / GE Fanuc will be preferred and 20% spare capacity in PLC to be provided. Any other brand should be specified by the vendor in the offer.

Format of the MIS reports to be provided with the bid and the same will be re-vetted again by BPCL after placing the order.

Complete filling operation will be automatic having centralised control panel with CPU to facilitate data generation on all operations. **Filling system should not get disrupted if communication between carousel & Central control room fails.**

### 4.3.1 In addition to the above, the following features should be incorporated in the Carousel.

a) Interlocking of Introduction/Ejection unit for:
   i. Anti jamming output when exit conveyor is full of cylinders for Ejection device, for O-ring leak & Valve leak detectors.
   ii. Introduction only when platform empty.
   iii. Ejection only when cylinder is filled and gun is released.

b) LPG Stop-Valve - Auto pneumatic.

c) Emergency Stop - Easily accessible from front and distinctly visible for individual machine.

d) Cylinder centering - Auto clamp with Teflon/Non-sparking material/pads arms with jaws covering the circumferential parts of cylinder with pneumatic cylinder control.

e) Earthing connection:
   i) Filling head – braided copper wire along with hose with insert.
ii) Central column.
iii) Guide rail.
iv) Platforms of filling scales.
v) Frame.
f) Security Guard - Mesh/steel plate on angle-iron frame all around upto 2 inch above the platform height.
g) LPG Entry - From top/ bottom and differential pressure bypass before Carousel entry. The details of bypass assembly is annexed in the document. The bypass control valve will be pneumatic/micro- processor operated.
h) Air Entry - from bottom/top
i) Filter - 40 mesh SS strainers.
j) Pressure Gauge with needle valve & isolation valve - Before & after Filter.
k) Guide Rail - 1-section.
l) **5 micron Air filters where-ever required for each unit will be supplied by the vendor.** The Filter/regulator/lubricator( Filtration 5µ - Dimension ) for introduction, O-ring , valve leak tester, Check weigh & correction units to be provide with suitable size Air Filters units for entry /exit so as to ensure that is no drop in air pressure when the aforesaid equipments are in continuous operation.

**4.4 FILLING HEAD:-**

4.4.1 The Filling head shall be suitable for filling SC type vales fitted at the center of on top of LPG cylinders of 14.2 Kg(33.3L), 19 Kg(45.5L) and 35 kg net weight.
4.4.2 Filling head shall be pneumatically operated, assembled on a special support that allows a partial free horizontal and vertical movement to facilitate and guarantee leak proof connection of cylinders even if they slightly off-centered. The pin travel length of the filling head’s, valve pin shall be 2.8mm+/-0.2mm.
4.4.3 If cylinders with cap on the SC valve get introduced on the filling machine the flow through the filling head should not start.
4.4.4. Design of the gun should ensure no leak while filling /idling/ latching/de-latching..
4.4.5. No flow of gas through the gun unless it is properly clamped on the cylinder valve.
4.46 Gun should get release with hinged arrangement in jaws to facilitate little downward movement of jaws at the time of release. OR gun design should be Jawless.
4.4.7 Material: Gun Metal (Copper alloy) & Head Cap: Gun metal (Copper alloy) threaded. Self centering horizontal alignment arrangement with cylinder valve. Hose attachment: thru side elbow.

**4.5 FILLING MACHINE SHOULD HAVE FOLLOWING SPECIFICATIONS:**

4.5.1 The filling machine shall have guaranteed output of 98% accurate cylinders with accuracy of (-) 20 to (+) 20 gms
4.5.2 Level +550 mm from the floor level of filling shed and Direction of rotation- Clockwise/Anti clockwise will confirmed after P.O.
4.5.3 Method of Filling – Gross weight. Gas stop valve to open after fixing of filling gun. NO GAS FLOW FROM THE FILLING GUN UNLESS THE GUN IS LOCKED ON THE CYLINDER VALVE.
4.5.4 Pneumatic elements shall be of standard makes of internationally reputed companies and authorized stockiest to be available in India. Tandem pneumatic cylinder for flexibility to accommodate 14.2 and 19 Kg / 35 kg cylinders.

4.5.5 Platform to have guard.

4.5.6 Quick coupling with nylon or equivalent tubing with anti-static property for pneumatics.

4.6 SYSTEM MAINTENANCE ASPECTS:-

a) The machine shall be designed in such a way that routine maintenance shall not pose any operational problems and all parts requiring major maintenance shall be easily accessible. Facility of lubrication of the central column is to be provided.

b) Central column & LPG distribution pipe & components in filling m/c should be pressure tested to 30 bars and be suitable for working pressure of 20 bars.

c) The table of each filling unit shall be made of suitable material to ensure no spark generation during cylinder movement. All flexible copper jumpers for earthing form filling head to the rail & earthing grid is in the scope of supply of the vendor.

d) Location of Isolation valve / Gas stop valve on distribution pipe-ring should be such that valves should not get hit by the filling machine frame, if the filling machine tilts by action due to impact of cylinder. Alternatively, either the machine should be fixed or suitable protection is to be provided to these valves as utmost safety measure.

5.0 AUTOMATIC INTRODUCTION SYSTEM

5.1 PNEUMATICALLY CONTROLLED Tangential or Radial type introduction unit for automatic introduction of LPG cylinders from the chain conveyor to the filling carousel is to be provided.

5.2 Proper cylinder centering is to be ensured by means of proper clamping arrangement. The clamping arms should be robust and their guaranteed minimum expected life is to be advised. Life time guarantee would be preferred.

5.3 The introduction of cylinders to be in synchronization with the speed of rotation of the carousel. Also, the complete carousel system is to be synchronized such that carousel should stop automatically in case introductions & ejections are not synchronized with the speed of the carousel or any cylinder topples while entering / ejecting from the filling platform to exit conveyor.

5.4 A safety device is to be provided which will prevent introduction of cylinders to the carousel, if a cylinder is already present in the filling machine.

5.5 The clamping arrangement shall have the property of anti-toppling and hold the cylinders firmly along with filling heads.

5.6 The complete introduction assembly should be robust, sturdy & stable.

5.7 Drive Unit at Introduction would be in BPCL’s Scope.

6.0 AUTOMATIC EJECTION SYSTEM

6.1 A pneumatically controlled tangential or radial type automatic ejection unit for ejection of filled LPG cylinders from the filling machines on the carousel to the outlet of the chain conveyor is to be provided. No cylinder should topple while entering the ejection conveyor and cylinders should move away before the next cylinder comes to the ejection conveyor.
6.2 A safety device is to be provided in such a way that if the filling head has not got fully disengaged from the cylinder, the ejection process is automatically bypassed.

6.3 Ejection of cylinders should be individual with independent ejection pusher in each filling unit to isolate the machine without stopping the carousel. **In case of common ejection unit, it should be sturdy & suitable for such continuous performance & meet the system performance.**

6.4 **The complete Ejection assembly should be robust, sturdy & stable and any structural failure will be rectified by replacement/ modification in design without extra cost.**

6.5 The speed of chain conveyor will be minimum 18 to 20 m/minute.

7.0 AUTOMATIC ELECTRONIC CHECK WEIGH SYSTEM:

7.1 This equipment may be online the downstream of LPG filling carousel or inbuilt. The system will have a capacity compatible with the filling capacity of carousel with 2% over/under weight filled cylinders & will continuously check the weight of filled LPG cylinders to determine the over filled /under filled cylinders. Accuracy should be +/- 20 gms but it should have provision to display in multiples 10gm whenever required for checking.

7.1.1 The weighing platform shall be based on a load cell/strain gauge technology.

7.1.2 The tare weight input from tare reader shall be automatically be transferred to check weigh system via filling machines.

7.1.3 The system should automatically work out the tare weight considering the gross weight and pre-set net weight and automatically detect under/over weight cylinders based on the tare input and actual weight and accordingly reject such cylinders and push them off the main stream.

7.1.4 Cylinder should move on to weighing platform only when it is empty.

7.1.5 This device should also adjust the actual capacity of the machine as well as control sudden jamming and should have complete pneumatic and signal/communication circuits including earthing connection etc. The weighing platform **should be designed to give stability to the cylinders.**

7.1.6 An explosion proof/Intrinsic safe display to be provided near the scale. This device shall display the weight of cylinder currently under weighment or the weight of the previous cylinder that had just passed on the scale.

7.1.7 The electronic unit to have a micro-processing/PLC system which shall be protected in an intrinsically safe enclosure suitable for hazardous area Zone I, Class IIA & IIB and weather proof IP 65 and hermetically sealed IP 67.

7.1.8 **Load cell capacity of check scales & filling scales should be 200-300 kgs.**

7.1.9 The net weight of LPG is to be set as default. The system should allow changes in these default setting as & when required. Zero pre-setting should be automatic when there is no cylinder on the platform.

7.1.10 Under normal circumstances, the cylinder should automatically be passed on to the weighing device and check weighed. In case there is any problem in the system, there should be a manual override provision for manual sorting so that the operator can intervene and reject the over/under filled cylinders.

7.1.11 All check weighing process should be linked up with Central Control panel along with PLC and personal Computer with software for report generation.

7.1.12 The system shall have automatic transfer of tare weight, automatic sorting out within pre-set parameters and statistical report function. Cylinders that do not fall
within the set tolerance shall be automatically sorted out via the PLC and all relevant data from the check scale shall be transferred to the central computer system.

7.1. Decode input including automatic sorting out of incorrectly filled cylinders to a separate conveyor loop for correction and prepare a statistical report of correctly filled cylinders, overfilled cylinders and under filled cylinders, corrected weight filled cylinders.

8.0 ELECTRONIC WEIGHT CORRECTION UNIT:

8.1 This machine will be similar to filling machine with having roller base & tilting arrangements and will have filling scale of Least count/ resolution of 10gms. The filling & evacuation provision of under/ over filled cylinders automatically through 3 way valve and filling accuracy shall be +/-20g. The correction including tare data transfer, connecting & disconnection of filling head should be automatic. In case system failure, provision of Operator intervention may also be available to operate machine.

8.2 Records of under/over weight cylinders corrected by this machine should be captured in the MIS report of the filling system.

9.0 VALVE/BUNG LEAK DETECTION /TESTING SYSTEM:

a. Valve/Bung leak tester should have Sensitivity (0.5 grams /hour of LPG, equipment calibrated with commercial BUTANE# 0.5 gm/hr) and 100% repeatability to be established.

b. Minimum guaranteed capacity of valve/Bung tester should be 3600+ compatible with carousel capacity which could be achieved through a single or double header device or multiple rotary heads. No extra payment for multi header device.

c. Tolerance/sensitivity of valve leak tester should be such that “no cylinder is to get rejected below leakage level of 0.4 gm./Hr” and all cylinders with leak of 0.5 gms/hr must get rejected.

d. Calibration, testing and inspection kit for each detection system shall be provided. For this the vendor should supply suitable test cylinder with fittings (or fittings which could be fitted on BPCL’s cylinders) which can be put on conveyor for checking on line accuracy/ performance of the valve /bung leak tester.

e. Test cylinders for valve leak detector – To be supplied for different levels of range from 0.6gm / hr to 0.3 gm/hr

f. Current leak detection system – Must not go out of range between breaks / starts and stops.

11.0 O-RING LEAK DETECTION /TESTING SYSTEM:

a. O-ring leak detection shall have a capacity of 3600+ cylinders per hour and Sensitivity (0.5 grams /hour of LPG) which could be achieved
through a single or double header device or multiple rotary heads. No extra payment for multi header device.

b. Tolerance/sensitivity of O-ring leak tester should be such that “no cylinder is to get rejected below leakage level of 0.4 gm./Hr” and all cylinders with leak of 0.5 gms/hr & more must get rejected.

c. 100% repeatability is to be proven in the field at the time of acceptance test.

d. Calibration, testing and inspection kit provided for the ‘Valve Leak Detector/ Tester’ should be suitable for O-ring Leak detection system otherwise separate such calibration, testing kit shall be provided.

e. Test cylinders for valve leak detector should be suitable for on line O-ring leak testing otherwise separate cylinders are desirable.

f. Current leak detection system – Must not go out of range between breaks / starts and stops.

g. Generation of upto 10% of ‘O-ring leak cylinders shall not have any significant impact on the performance of the complete carousel system.

VENDOR TO provide the details of locations where their O-Ring & Valve Leak detectors are in operation.

12.0 BPCL will provide differential pressure of 8 to 8.5 Kg./Cm² at pump discharge and 7.0 to 7.5 Kg./Cm² differential pressure at carousel.
The vendor will provide the necessary system required to keep the differential pressure in line with requirement of your system by incorporating suitable device (flow control device/pressure control device). BPC will provide necessary piping from pump to the carousel and from pressure control device to vessels. The isolation valves required on either side of the pressure control device will also be provided by BPCL. **80 mess SS strainer will be provided by the vendor.**

Details of Bypass assembly indicating the scope of valves /pipes /fittings is attached with document.

**Higher requirement of differential filling pressure for the performance of the offered system is not desireable.**

13.0 **UN-INTERRUPTED POWER SUPPLY (UPS):**

- Vendor to supply UPS of adequate rating as the part of the system.
- The capacity of UPS shall be a minimum period of 30 minutes (2000VA min.)
- UPS shall be installed in a safe area in the Office/Control Room.
- Power cable from UPS to the filling shed system shall be supplied by vendor and the same will be laid by BPCL.

13.1 Independent Surge Protection for power supply to all electronic components and data / control communication system must be provided

13.2 Automatic Machine for placement of Shrinkable seal on cylinder valve and sealing thereon with Hot air.
13.3 Test bath of capacity 3600+ per hour.

14.0 GENERAL:

- All solenoid valves and limit switches used in the system shall be intrinsically safe and approved by CCOE.
- All control electronics including electronic weighing systems should be housed in certified intrinsically safe enclosures.
- Load cells used shall be made intrinsically safe in conjunction with certified zenner barriers.
- All cables used shall be of armoured and shielded type as per IS-1554 or equivalent international standard suitable for this application.
- All control electronics shall operate at very low power requirements (Intrinsically safe) and shall be capable of working upto +55 degree Celcius ambient temperature.
- Power supply will be have fluctuation of 220V +/-10% and frequency at 50Hz +/-6%.
- All the cylinder movements to be controlled pneumatically. For operating these pneumatic equipment, automatically, electro-pneumatic devices like Flameproof Solenoid Valves of required rating should be used.
- Cylinder sensing and identification shall be done by using intrinsically safe limit switches.
- The limit switches and tare weight punching key board shall be intrinsically safe.
- Vendor should give commitment to supply spares for ten years from the date of commissioning.
- All pipes/fittings /valves for LPG shall be of minimum #300 psi and above as per code.
- All isolation valves in LPG shall be fire safe and of minimum #300 psi.
- Hoses for LPG shall be as per EN 1762 (working pressure 25 bars)

*THE DESIGN MUST GUARANTEE THAT THE COMPLETE CAROUSEL FILLING SYSTEM SHALL GET SYNCHRONISED AUTOMATICALLY WHENEVER CAROUSEL SPEED IS CHANGED.*

VENDOR is to advise in the technical bids the list of equipment & components out sourced for the system, their make & country of origin.

14 Excluded from vendor’s SCOPE:-

- **Driving Unit at Introduction is in BPCL’s Scope.**
- Power connection shall be made available near the tare reader/ encoding station and vendor to take connection to all other equipment from this station by providing suitable FLP Junction Box.
- The cable for power connection for the terminals upto the carousel in the shed will be provided by BPCL. Vendor to indicate the size and specifications of the cable. However internal cable within the system in the filling shed shall be provided by vendor
- BPCL will be provide air line of required pressure near carousel, o-ring & valve leak detector. Vendor to supply and lay airline & air filter units to all the required consumption points.
The required LPG piping shall be provided by BPCL upto their equipment. Vendor to match their piping with BPCL piping. For this purpose, the vendor shall provide piping layout to BPCL.

Earthing grid in the plant is provided by BPCL. However vendor to supply earthing elements of equipment and conveyors, etc for connection to the plant earth grid.

15 SPARES

Vendor to despatch the spares required during two years actual operation of the carousel during warranty as per enclosed list to each plant. The spares required to be replaced frequently due to normal wear and tear are included in the above list and same is to be kept at the plant. Additionally, any spare or part which has to be replaced during Warranty Period is also to be kept at a central location & made available at the earliest.

16.0 DRAWINGS AND DATA REQUIREMENTS TO BE SUBMITTED BY VENDOR FOR COMPLETE CAROUSEL FILLING & TESTING SYSTEM :-

These documents shall have to be submitted by vendor in two sets for bid and six sets after placement of Order.

- General arrangement drawings with outline dimensions including details for foundation design.
- Part list of all equipment.
- Certified performance curves.
- Certified test records of all equipment,
- Diagram of wiring connections.
- Piping and instrument diagrams for LPG, Air, water etc.
- Test certificates for bought out items.
- Assembly and Installation details.
- Erection, operation and maintenance manuals.
- Erection drawings and Completed Data sheets
- Material specifications.

16 Performance Guarantee :

- All equipment and component parts shall be guaranteed by Vendor against defective material, design and workmanship for a period of 24 months from the date of commissioning or 30 months from the date of receipt at site.
- The Vendor shall carry out the performance test run of the complete system at site after satisfactory erection in line with the detail given in the Data Sheet. Training to BPCL personnel shall be given at site during erection/commissioning period without any extra cost to BPCL.
- Vendor shall be solely responsible for smooth and trouble free performance of the plant as a whole during the guarantee period. In case of any problem arising during guarantee period even after taking over of the plant, Vendor shall have to carry out any rectification/replacement at his own coat.
17.0 FACTORY ACCEPTANCE TEST

Factory Acceptance Test (Dry run under simulated conditions) may be witnessed by BPCL prior to dispatch of one system. Acceptance of this test will not absolve the vendor from the overall responsibility of performance of the system at BPCL plants. NO EXTRA COST WILL BE PAYABLE, if this option is exercised by BPCL. However, all systems will be self tested at factory premises of the vendor by in-house competent official without extra charge and documents are to be sent along with invoice. This includes:-

i) Verification of Explosion proof /intrinsically safe component / sub system, checking of introduction /latching /filing/delatching /Ejection, operation of filling machine, safety interlocks as specified in data sheet/specification, assembling/manufacturing as per in house QAP.

ii) Checking of filling accuracy and operation parameters

iii) Checking of weight correction operation parameters.

iv) Checking of ‘O’ ring/vale/bung leak testing operation and ejection sorting system.

v) Checking Tare weight reader/ encoder and tare weight error rejection operations.

vi) All certificates to be provided in ENGLISH.

18.0 APPROVAL OF DRAWINGS :

Vendor will get all drawings approved from Corporation before supply and the approval of drawing by Corporation does not absolve the vendor from his responsibility/obligations towards the performance guarantee of the entire filling system covered under this tender.

19.0 LOCAL STATUTORY APPROVALS:

- Vendor will obtain statutory approval from Chief Controller of Explosives (CCOE), Nagpur within a period of six weeks from the date of LOI/FOI/e-mail message. Approval must indicate the acceptability of the intrinsically safe equipment for Ambient Temperatures of +50°C. Approval should be either general or specific for BPCL plant. Interim approval will not be accepted.

In case the above approval is not obtained on time, we may be constrained to cancel the order and claim damages.

- Model approval from Legal Metrology department will also be required.

- In principle approval from Weights and Measures (Legal Metrology) department and final approval/stamping on erection and commissioning of the system. All expenses to be borne by vendor. BPCL will reimburse/bear only statutory stamping fee.

- Any other statutory requirement/approvals.
20.0 DELIVERY

- The delivery period shall be 4 months from date of LOI..
- Two sets of manuals for erection/maintenance/service should be provided/dispatched with the carousel and two such sets are be provided while handing over the system.

21.0. ERECTION : Erection of carousel will be done in the following sequence:

- The first phase of erection of the carousel will include all mechanical, electrical, pneumatics, instrumentation & hardware jobs - to be done by VENDOR.
- CCOE / safety approvals by BPCL.
- Charging of gas & filling on commissioning the plant will be done by vendor. Vendor will be given intimation in advance for this.

22.0 WARRANTY :

The vendor should familiarise themselves with Indian operating condition like humidity, dust, temperature, water sprinkler (fire fighting system@ 15 LPM) in the filling shed and other factors so as to ensure that the system functions in line with the specified performance parameter under these conditions.

23. WARRANTY PERIOD :

The system supplied/installled should have performance warranty for the period of two years from date of commissioning/date of proving the system (The system has to perform consistently within the specified parameters while handing over the system after commissioning & stabilising the operating parameters). All Spares and consumables required during the performance warranty period will be provided by the vendor free of cost. BPCL will provide consumable like water, lubricants, stationary & printer's cartridge during warranty period.

Proving the system/site acceptance test will be done at plant after commissioning and stabilizing the operations. These will include verification of performance parameters (Filling capacity of carousel, Filling accuracy, rejection of cylinders of wrong tare weight, introduction & rejection operation, Online Check weigh system, operation and accuracy, ‘O’ring and valve leak testing operation and rejection of leak cylinder and repeatability, verifying the cylinder filling production, Cylinder filling data collection system etc as per detailed parameters.)
24. Vendor must despatch the list of minimum spares that will be maintained at each plant during the warranty period and will be hand over to plant in charge at end of the warranty period. Any intermittent consumption during the warranty period will be replenished within 15 days on consumption.

25. **Annual Maintenance Contract:**
   
a. We may enter into an Annual Maintenance Contract with the vendor for a period of three to five years after the warranty is over. Please indicate the annual cost of AMC separately in your quote.

b. The AMC excluding & including the cost of spares and consumables may be given separately. Quarterly visit of 5 days may be considered and break down on per diem basis. The response time will be 24 hrs. and required spare will be made available from the time of notification for both the warranty and AMC period within 48 hours. The scope of warranty and AMC both will cover the supply of spares also by vendor and BPC will not purchase any spare for maintaining during this period of $2+5 = 7$ years.

c. Vendor to provide Comprehensive daily, weekly, monthly, quarterly, half yearly, yearly, beyond checks/maintenance to be carried out for each equipment & component and list of critical components which are likely to get damaged/wear & tear/failure in a year for each equipment. The spares during warranty period to be provided prior to each preventive maintenance / servicing activities.

26. **PAYMENT TERMS**

The payment terms shall be as per Purchase Order & under :-

**Supply Portion:**

70% - payment against LC on despatch of the equipment.
30% - After erection & commissioning & within 3 weeks after handing over the full system & on submission of performance bank guarantee for 10% value.

**Erection & Commissioning Charges :**

Supervision charges for erection of material, dry run & commissioning shall be released after the commissioning & handing over of the whole system

**AMC Charges :**

The payment towards Annual Maintenance Contract (AMC) will be made Quarterly after end of each quarter.

27. **MAN POWER REQUIRED FOR ERECTION:**

Vendor to advise the details of skilled/ semiskilled/ unskilled man power required for erection of the carousel system.
28. TRAINING OF OUR STAFF

Three tier training for our operating staff/maintenance and supervisory staff will be carried out at our plant during erection, trial, proving & handing over period of the system.

In case, there are any discrepancies in similar clauses on specifications/performance mentioned elsewhere in the tender, the most beneficial & better parameters will be considered by BPCL.

VENDOR'S SIGNATURE
WITH STAMP
Central Procurement Organisation (Mktg.), Bharat Petroleum Corp. Ltd., Mumbai: Global Tender
CRFQ No. 1000124330 dt. 20/7/2010 For Supply of High Capacity Electronic Carousel System

Details:

Pressure Range: 0 - 25 kg/cm²

Pressure Gauge: 0-30kg/cm²

Set Pressure: 28 bars

Safety Relief Valve: 300 bars

Thermal Safety Relief Valve (Isolation): 300 bars

Differential Control Valve

3" NB Ball Valve Manual Bypass: 300 bars

3" NB Ball Valve Strainer: 300 bars

2" NB Ball Valve: 300 bars

1/2" Thermal Safety Relief Valve

Pressure Difference Value: 300 bars

Outlet Signal Sensitivity: 0.2 - 1 Bar

To be controlled

Supply in the Scope of Vendor

Differential Control Valve for Carousel Feed Line

Layout of Pressure Bypass Line Arrangement with Pressure

Line 1 Line 2 Line 3

LPG FROM HOUSE

EX-PUMP HOUSING

2" LINE 2" LINE"
ANNEXURE III (FOR FOREIGN VENDORS ONLY)

GENERAL TERMS AND CONDITIONS

1) BPCL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. BPCL is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part. BPCL also reserves the right to allow public enterprises (Central/State) purchase preference if applicable as per Government Policy. The decision of the Corporation in this connection will be final.

2) The quotation shall be as per INCO terms 2000.
   Please confirm the Item Number / Description and Part Number / BTN Classification.

3) The Vendor shall submit the offer in US DOLLARS AS WELL AS IN “YOUR CURRENCY”

4) Please submit the offer in two bids i.e the prequalification bid and techno-commercial bid. Both the bids shall be in two separately sealed envelopes and superscribed accordingly. Both the envelopes shall be in one sealed envelope duly superscribed with Tender No. and due date of the submission of bids. Price bid shall be submitted at a later stage.

5) Please note that the Ex-works price, P & F charges, FOB charges, sea freight and other price details are to be submitted at a later stage.

6) BPCL reserves the right to inspect the material before despatch, if required. Our registered Third party Inspection Agencies are LRIS/IRS/DNV/SGS/EIL/BVIS.

7) The Indian Agency commission (if any) shall be payable in Indian rupees only. Indian Agents should be registered with Directorate General of Supplies and Disposals, Government of India and indicate their register number in your quotation. Agency commission will be payable only after registration with DGS&D, New Delhi.

8) Please note that the Taxes and duties payable in India shall be paid directly by BPCL. Necessary loading shall be done for the same during evaluation to arrive at the landed cost.

9) Please indicate the Country of Origin and Port of loading.

10) Please indicate your best delivery schedule for any quantity from the date of placement of call off for any location anywhere in India.

11) Insurance will be arranged by us. (Despatch details to be informed immediately by telex / fax and the non negotiable documents to be sent by courier for arranging insurance.

12) Your quotation should be valid upto 60 days from the due date of
Central Procurement Organisation (Mktg.), Bharat Petroleum Corp. Ltd., Mumbai : Global Tender
CRFQ No. 1000124330 dt. 20/7/2010 For Supply of High Capacity Electronic Carousel System

submission of Price bid for finalization of the order and once the order is finalized the rates shall remain firm till completion of the order. No escalation will be entertained on any grounds.

13) Your quotation should be for materials strictly in accordance with the specifications mentioned in the tender.

14) We reserve the right to accept or reject the tender of any party in part or full without assigning any reason whatsoever. The lowest tender may not necessarily be accepted. We reserve the option of accepting your offer in part or full.

15) In case of placement of order in Foreign currency We reserve the option to place order on FOB BASIS. Material to be shipped on Freight to Pay basis. Freight charges will be paid at actuals at the port of destination in Indian currency. In the event of placement of order on FOB basis, shipping arrangements shall be made by chartering wing Ministry of Surface Transport, New Delhi through their respective forwarding agents.

M/S Panalpinag Welttransport Gmbh, Hamburg, Germany, Sea Export Ph.no. 49(40)23771-126, fax no.49(40)23771 346 for shipping consignment from UK/Continent port.

M/s. OPT Overseas project Transport Inc Sellers Street, Kearny, N.J. 070032, tel. (201) 998-7771, telex 673-3586, fax (201) 998-7833 in respect of consignments from US/ CANADA, MAXICI & SOUTH AMERICA and other embassy of India in Japan, Tokyo in respect of consignments from Japanese Ports.

M/s. Far Estern Services Pvt. Ltd., 116 Lavender Street, Hex 01-06 PEK Chuan Building, Singapore 1233 tlx.no. RS 28747 A/B FARSER, Fax no. 2986544/ 2995007, for shipping consignment from Singapore.

M/s. The Kanoo Group, P.O. Box 290, Khalid Bin AL Walid Street, Dubai, UAE, Tel. No. 521525, 521900 for shipping consignment from Dubai Port.

However, the name of agent shall be confirmed to you while placing our order. 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, port of loading, etc. 6 weeks notice shall be given by the supplier to enable the concerned agency to arrange shipping space.

16) Inspection/ Test Certificate, conformity Certificate and Country of Origin certificate are to be submitted with Invoice during supply.

17) Payment Terms :- Please refer Annexure II.

Please indicate your Bank’s address for opening Letter of Credit.
If the order value is below USD 1000.00 the payment will be 100% sight draft against documents through Banl. We will not establish any L/C for such amounts. However, direct documents will be acceptable. **Foreign banker charges will be to the account of beneficiary only.**

18) Any dispute or difference between the vendor on the one and the owner on the other, or any kind whatsoever at any time or time arising out of the or in connection with or incidental to the Purchase Order including any dispute or difference regarding the interpretation of the terms and conditions or any clause thereof shall be referred to arbitration under the Rules of International Chamber of Commerce in Paris. The venue of such arbitration shall be in India. The Indian Law shall apply.

Please refer Arbitration clause and for Integrity Pact format in the following pages.

19) 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 till mechanical completion of job as indicated by the vendors. In case of the shipment/supply taking place on “Cash against documents” or any other terms of payment the contractual delivery shall be taken from the date of purchase order plus 1 week (to take care of transit time for receipt of order) plus delivery period. Further the date of B/L or House Airway bill will be considered to find out the delay with respect to contractual delivery date. In case of F.O.B. 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 in any. So vendor shall inform the readiness of materials for shipment on F.O.B. basis / FCA basis.

For any delay in delivery of equipment/materials beyond the delivery date the delivery date the same shall be accepted at price reduced by a sum equivalent @ 0.5% per week or part thereof on the value of non delivered portion of material subject to maximum of 5% of total order value.

21) The tenderer shall warrant that the use by BPCL of materials specified by the tenderer will not subject BPCL to charges of infringement of any patent and further agree to hold BPCL harmless and indemnified against any and all costs. Charges and expenses resulting therefrom.

22) Only the following shall be considered as “Force Majeure” if they intervene before the contractual delivery date and impede performance: Acts of God, Wars, Revolutions and Official strikes.

23) Materials should be guaranteed against manufacturing defects, Workmanship and design for a period of 24 months from date of commissioning & 30 months from date of shipment. Any material / part found defective shall be replaced free of cost by you.
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24) If you offer a lower rate to any other Oil company in India, during the pendency of 
order, if placed on you, the same price will automatically apply to us.

25) Please submit your offer in sealed envelope superscribing tender no. on it so that it 
reaches to us before due date of tender as stated in the first page of tender 
documents on or before 1530 HRS IST / 0930 HRS GMT.

26) We at our sole discretion reserve the option of placing the order for Part 
quantity.

27) Commercial loading with respect to Payment Terms (in case 30 days credit 
is not accepted ) and payment of Duties and taxes in India will be done for the 
foreign vendors as follows:
   A) Financing charges based on applicable PLR (presently 11.25%) for Two 
and a half months on FOB value and Ocean Freight & Inland 
Freight charges i.e. 11.25/12*2.5=2.34%
   B) Financing charges based on applicable PLR (presently 11.25%) for one 
and a half months on Port/landing charges/LC charges/Custom duties, 
i.e. 11.25/12*1.5=1.41%.
   C) All custom duties and taxes to be paid in India shall be paid directly by 
BPCL and shall be added to C & F price to find out the landed cost.
GENERAL PURCHASE CONDITIONS
FOR IMPORTED EQUIPMENTS / MATERIALS
(FOR FOREIGN VENDORS)

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37. PART ORDER / REPEAT ORDER
1. DEFINITIONS :

The following expressions used in the Purchase order shall have meaning indicated against each of these :

The OWNER means BHARAT PETROLEUM CORPORATION LIMITED, a company incorporated in India having its registered office at Bombay and shall include it successors and assigns.

"Goods / Materials" : Goods and / or materials shall mean any of the articles, materials, machinery, equipments, supplies, drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commission specified or required to complete the order.

"Vendor" : Vendor shall mean the Person, firm or Corporation to whom this Purchase Order is issued, and includes its successors and assigns.

"Inspector" : Inspector deputed by Owner.

"Project" : Augmentation of LPG Bottling capacity Bharat Petroleum Corporation Limited, Bombay / any other project of BPCL.

2. REFERENCE FOR DOCUMENTATION :

Purchase Order Number must appear on correspondence, invoices, drawings, shipping notes, packing list and on any documents or papers connected with the order.

3. IMPORT LICENCE :

Relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

4. CONFIRMATION OF ORDER :

The Vendor shall acknowledge the receipt of the Purchase Order within ten days following the mailing of this order and shall thereby confirm his acceptance of this Purchase Order in its entirely without exceptions. This acknowledgement will be on both Purchase Order and General Purchase Conditions. Vendor shall also submit along with order acceptance a Bank Guarantee as a per clause 26 hereunder.

5. SALES CONDITIONS :

With Vendor's acceptance of provisions of this Purchase Order he waives and considers as cancelled any of his general sales conditions.
6. **COMPLETE AGREEMENT**:

The terms and conditions of this Purchase Order constitute the entire agreement between the parties thereto. Changes will be binding only if the amendments are made in writing and signed by an authorised representative of the Owner and the Vendor.

7. **INSPECTION - CHECKING - TESTING**:

The equipment, materials and workmanship covered by the Purchase Order is subject to inspection and testing at any time prior to shipment and or despatch and to final inspection within a reasonable time after arrival at site. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer's shop at fabricator's shop and at the time of actual despatch before and after completion of order.

a) All tests mechanical or physical or chemical or any other test and particularly those required by relevant codes will be performed at the Vendor's expenses and in accordance with inspector's instructions. The Vendor will also bear the expenses concerning preparation and rendering of tests required by Boiler Inspectorate or such other statutory testing agencies or by Lloyds Register of Shipping as may be required.

b) Before shipping or despatch, the equipment and / or materials will have to be checked and stamped by inspectors who are authorised also to forbid the use and despatch of any equipment and / or materials which during tests and inspection fail to comply with the specification, codes and testing requirements.

c) The Vendor will have to -

- Inform Owner at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.

- Provide free access to inspectors during normal working hours to Vendors or his / its sub - Vendor's works and place at their disposal all useful means of performing checking marking testing, inspection and final stamping.

d) Even if the inspection and tests are fully carried out, Vendor is not absolved to any degree from his responsibility to ensure that all equipments and materials supplied comply strictly with requirements as per agreement during construction, at the time of delivery, inspection, on arrival at site and after its erection or start - up and guarantee period as stipulated in clause 26 hereof.
(e) The Vendor's responsibility will not be lessened to any degree due to any comments made by Owner / Owner's representatives and inspectors on the Vendor's drawings or specifications or by inspectors witnessing any chemical or physical tests. In any case, the equipment must be in strict accordance with the Purchase Order and / or its attachments failing which the Owner shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

8. **EXPEDITING :**

Owner / Owner's representatives have been assigned to expedite both manufacture and shipment of equipment and material covered by the Purchase Order. The Owner / Owner's representatives shall have free access to Vendor's shop and / or sub suppliers shop at any time and they shall be provided all necessary assistance and information to help them perform their job.

9. **WEIGHTS AND MEASUREMENTS :**

The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weight and measurements as given in the Owner's Purchase Order.

10. **OILS AND LUBRICANTS :**

The first filling of oils and lubricants for every equipments shall be included in the price. The Vendor shall also recommend for quality and quantity of oils and lubricants required for one years continuous operation.

11. **SPARE PARTS :**

The Vendor must furnish itemised and priced list of spare parts required for two years of the equipment.

The Vendor shall provide the necessary cross sectional drawing to identify the spare parts numbers and their location as well as an inter-changeability chart.

12. **PACKING AND MARKING :**

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 preservation upto the final point of destination.

Equipment / materials shall be protected by suitable cost of paint and all bright parts protected from rust by applications of rust preventive as may be necessary. All machinery surface shall be suitably protected.
All fragile and all exposed parts will be packed with care and the package shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.

A distinct colour splash in say red black around each package crate / bundle shall be given for identification.

All pipes and sheets shall be marked with strips bearing progressive no.

In case of bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.

For bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. Flange faces of all nozzles shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint.

All threaded fittings shall be greased and provided with plastic cap.

All small pieces shall be packed in cases.

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

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

BHARAT PETROLEUM CORPORATION LIMITED
CPO.(MARKETING)
MUMBAI (INDIA)

From :

To : Bharat Petroleum Corpn.Ltd.]
CPO.(Mktg)
`A' Installation
Sewree (East)
MUMBAI 400 015

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

NOTE :

Marking shall be bold - minimum letter height 5 cm. For every order and every shipment, packages must be marked with serial progressive numbering. All packages will bear warning signs on the outside denoting the centre of gravity and sling marks. Packages that require special handling and transport should have their centres of gravity and points at which they may be gripped clearly indicated and marked ‘Attention Special Load Handle with care’ in English Language. Any other direction for handling shall also be clearly indicated on the package.

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

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

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

13. SHIPMENT AND SHIPMENT NOTICES :

The Vendor shall make shipment only after prior approval of inspectors whenever specifically mentioned. As soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Ltd., Materials Dept., ‘A’ Installation, Sewree (E), BOMBAY 400 015 giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

14. SHIPPING: (Please also see General Terms & Conditions-For Foreign Bidders)

14.1 SEA SHIPMENT :

All shipment of materials shall be made by first class direct vessels, throught 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 in accurately 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 land the net total freight payable 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 must shown uniformly the marks and numbers, contents case wise country of origin, consignees name, port of destination and all other particulars as indicated under clause 12. The invoice must 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.

The case of FOB orders Shipping arrangements shall be made By chartering wing Ministry of Surface Transport, New Delhi through their respective forwarding agents. M/s.Kuehne & Nagel (AG&CO) KG, Pinkertweg 20, 22113, Hamburg Fax no. 004940-7333-79373 for shipping consignments from UK/continent port: M/s.OPT Overseas Project Transport Inc. Sellers Street, Kearny, N.J. 070032, Tel. (201) 998-7771, Telex 673-3586, fax (201) 998-7833. in respect of consignments from US/CANADA, MEXICO & SOUTH AMERICA and the Embassy of India in Japan, Tokyo in respect of consignments from Japanese Ports, M/s. Far Estern Services Pvt. Ltd., 116 Lavender Street, Hex 01-06 PEK Chuan Building, Singapore 1233 tlx.no. RS 28747 A/B FARSER, Fax no. 2986544/2995007, for shipping consignment from Singapore., M/s. The Kanoo Group, P.O. Box 290, Khalid Bin AL Walid Street, Dubai, UAE, Tel. No. 521525, 521900 for shipping consignment from Dubai Port. However, the name of agent shall be confirmed to you while placing our order.
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.

14.2 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 for 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.

<table>
<thead>
<tr>
<th>Documents</th>
<th>BPCL (Mumbai)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill of Lading</td>
<td>4 (including 1 original)</td>
</tr>
<tr>
<td>Invoice</td>
<td>4</td>
</tr>
<tr>
<td>Packing List</td>
<td>4</td>
</tr>
<tr>
<td>Freight Memo</td>
<td>4</td>
</tr>
<tr>
<td>Country of Origin Certificate</td>
<td>4</td>
</tr>
</tbody>
</table>
15. **TRANSIT RISK INSURANCE** :

Insurance against all marine and transit risk of warehouse to warehouse basis 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.

16. **RESPECT FOR DELIVERY DATES** :

Time of delivery mentioned in the Purchase Order shall be the essence of the agreement and no variation shall be permitted except with prior authorisation in writing from the Owner. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery. By time of delivery, is meant the date on the Bill of Lading at FOB Port of despatch.

17. **PRICE REDUCTION FOR DELAY IN SUPPLIES** :

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. Incase 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 basis / FCA basis.

For any delay in delivery of equipment / materials beyond the delivery date the same shall be accepted at price reduced by a sum equivalent to @ 0.5% per week or part thereof on the value of non delivered portion of material subject to a maximum of 5% of total order value.

18. **DELAYS DUE TO FORCE MAJEURE** :

In the event of causes of Force Majeure occurring within the contractual delivery period and if they impede the performance of contract, the delivery dates shall be extended on receipt of application from the Vendor without imposition of penalty. Only those causes which depend on natural calamities, civil wars and national strikes which have a duration of more than seven consecutive calendar days are
considered the causes of force majeure. The decision of Owner shall be final and binding on Vendor.

The Vendor must advise the Owner by a Registered letter duly certified by Local Chamber of Commerce or statutory authorities, the beginning and the end of the delay immediately, but in no case later than within 10 days of the beginning and end of such causes of Force Majeure condition as defined above.

19. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the testing and inspection at any stage at owner's premises reveal that the equipment, materials and workmanship do not comply with the specification and requirements, the same shall be removed by the Vendor at his own expense and risk within the time allowed by the Owner. The Owner shall be at liberty to dispose of such rejected goods in such a 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 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 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.

20. PRICE:

Unless otherwise agreed to in the terms of the Purchase Order, the price shall be:

Firm and not subject to escalation for any reason whatsoever even though it might be necessary for the order execution to take longer than the delivery period specified in the order.

21. TERMS OF PAYMENT:

Payment will be made by the Owner against the irrevocable Letter of Credit against submission of despatch documents.

22. RECOVERY OF SUMS DUE:

Whenever any claim against the 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, the Vendor shall pay to the Owner on demand the balance remaining due.

23. MODIFICATIONS:
The Owner shall have the right to make technical changes or modifications in the technical documents / specifications compromised in the Purchase Order. The Vendor shall comply with such a written request for make alternative suggestion. Any such changes or modifications shall be at the cost, if any of the Owner. As soon as possible after receipt of the written request for changes, the Vendor shall furnish in writing to the Owner, as estimate of cost for the changes and modifications effect on the FOB delivery date. On receipt of Owner's written authorization the Vendor shall promptly proceed with the changes / modifications.

24. CANCELLATION:

The Owner reserves the right to cancel this Purchase Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the Vendor if:

a) The Vendor fails to comply with the terms of this Purchase Order.
b) The Vendor fails to deliver goods on time and / or replace the rejected goods promptly.
c) The Vendor becomes bankrupt or goes into liquidation.
d) The Vendor makes a general assignment for the benefit of creditors, and
e) A receiver is appointed for any of the property owned by the Vendor.

Upon receipt of the said cancellation notice, the Vendor shall discontinue all the work on the Purchase Order and matters connected with it.

The Owner in that event will be entitled to procure the requirement in the Open Market and recover the excess payment over the Vendor's agreed price, if any, from the Vendor reserving to itself the right to forfeit the security deposit, if any, placed by the Vendor against the contract.

25. PATENTS AND ROYALTIES:

On acceptance of this order, the Vendor will be deemed to have entirely indemnified the Owner's representatives from any legal action or claims regarding compensation for breach of patent rights which the Vendor deems necessary to comply for manufacturing the ordered equipment land / or materials or which can, in any way be connected in the manufacture.

26. PERFORMANCE GUARANTEE:

The Vendor shall guarantee that any and all materials used in execution of the Purchase Order shall be in strict compliance with characteristics, requirements and specifications and that the same shall be free from any defects. Checking of the Vendor's drawings by the Owner / Owner's representatives and their approval and permission to ship or despatch the equipment and materials granted by Inspectors shall not relieve the Vendor from any part of his / its responsibilities for proper
fulfillment of the requirements. The Vendor will guarantee that all materials and equipments shall be repaired or replaced as the case may be at site, at its own expenses in case the same have been found to be defective in respect of material, workmanship or smooth and rated operation within a period of 24 months after the same have been commissioned or 30 months from despatch whichever is earlier.

The guarantee period for the part that may altered, repaired or replaced shall be 24 months as from the date on which the same is commissioned.

Acceptance by the Owner or its inspectors of any equipments and materials or its replacement will not relieve the Vendor of its responsibility of supplying the equipment / materials strictly according to the specification and according to the guarantee agreed by the Vendor. The Vendor shall furnish a Bank Guarantee alongwith the order acceptance for the amount equivalent to 10% of the F.O.B. value of equipment / materials to support Vendor's Performance (as proforma hereunder).

This Bank Guarantee shall remain in force for the entire period covered by the performance guarantee. It will be the responsibility of the Vendor to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by the Owner either in full or in part in terms of the Performance Guarantee shall be made good by the Vendor within one week thereof.

27. NON - WAIVER :

Failure of the Owner / Owner's representative 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 waiver of any right of the Owner or Owner's representatives to insist upon the strict performance thereof or any of his or their rights or remedies as to any such goods regardless of when goods are shipped received or accepted nor shall any purported oral modification or revision of the order by Owner / Owner's representatives act as waiver of the terms hereof.

28. NO ASSIGNMENT :

The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of the Owner.

29. VENDOR'S DRAWINGS AND DATA REQUIREMENT :

The Vendor shall submit drawings data and documentation in accordance with but not limited to what is specified in the bid document and / or in Vendor's drawings and data from attached to the Purchase Order and as called for in clause 8, viz, `Expediting' above. The types, quantities and time limits of submitting this must be respected in its entirely failing which the Purchase Order shall not be deemed to
have been executed for all purpose including settlement of payment since the said submission is an integral part of Purchase Order execution.

30. **TECHNICAL INFORMATION**:

Drawings, specifications and details shall be property of the Owner and shall be returned by the Vendor on / and demand. The Vendor shall not make use of drawings and specifications for any purpose at any time save and except for the purpose of the Owner.

The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue of or as a result of the implementation of this 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 the Owner shall at all times remain the absolute Property of the Owner.

31. **SERVICES OF VENDOR'S PERSONNEL**:

Upon two weeks advance notice, the Vendor shall depute the necessary personnel to India for supervision of erection and start up of the equipment and train a few of the Owner's personnel for the operation and maintenance of the equipment if required by the Owner. The terms and conditions for the services of the Vendor's personnel shall be indicated in the quotation itself.

32. **HEADINGS**:

The headings of the conditions hereof shall not affect instructions thereof.

33. **ARBITRATION**:

Any dispute or difference between the Vendor on the one and the Owner on the other, of any kind whatsoever at any time or time arising out of the or in connection with or incidental to the Purchase Order including any dispute or difference regarding the interpretation of the terms and conditions or any clause thereof shall be referred to arbitration under the Rules of International Chamber of Commerce in Paris. The venue of such arbitration shall be in India. The Indian Law shall apply.

34. **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.
35. **COMPLIANCE OF NORMS LAIDDOWN BY GOVT OF INDIA**: 

Placement as well as execution of order shall be subject to various norms including 10% purchase preference to PSUs as laid down by Govt. of India and as applicable from time to time.

36. **BEST PRICE CLAUSE**: 

If you offer a lower rate to any other Oil company in India, during the pendency of order, if placed on you, the same price will automatically apply to us.

37. **PART ORDER / REPEAT ORDER**: 

Vendor hereby agrees to accept part order at Owner’s option without any limitation whatsoever and also accept repeat order(s) during a period of one year from the date of original purchase order on same unit prices terms and conditions.
ARBITRATION CLAUSE

1) Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set-off of the Corporation against the Contractor or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Corporation or of some officer of the Corporation who may be nominated by the director (Marketing).

The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the Arbitrator is an Officer of the Corporation or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Corporation he had expressed views on all or any other matters in disputes or differences.

In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office he shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacating his office unless the Director (Marketing) at the time of such transfer, vacation of office or any time thereafter designates another person to act as arbitrator in his place in accordance with the terms of the agreement.

In the event of the arbitrator to whom the matter is originally referred, vacating his office or being unable or refusing to act for any reason the Director (Marketing) at the time of vacation of office or inability or refusal to act shall designate another person to act as an arbitrator in accordance with the terms of the said agreement.

The arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.

It is also a term of this contract that no person other than the Director (Marketing) or a person nominated by such Director (Marketing) of the Corporation as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provision of the Arbitrator Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

(a) The award shall be made in writing and published by the arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to herein above and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

(b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having
regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

(c) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter and issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter-claim, cross-claim or set off and the Arbitration shall be entitled to considered and deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Director (Marketing).

(d) The Arbitrator shall be at liberty to appoint, if necessary any accountant or engineer or other technical person to assist him, and to act by the opinion so taken.

(e) The Arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.

(f) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.

(h) The parties hereby agree that the courts in the city of Bombay alone shall have jurisdiction to entertain any application or other proceedings in respect of anything in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Bombay only.

NAME OF TENDERER

SIGNATURE OF TENDERER
INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.
2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

(1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor /Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of he 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 confidentially.

(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)
Central Procurement Organisation (Mktg.), Bharat Petroleum Corp. Ltd., Mumbai : Global Tender
CRFQ No. 1000124330 dt. 20/7/2010 For Supply of High Capacity Electronic Carousel System

Name, Address and Contact Numbers of Independent External Monitor

<table>
<thead>
<tr>
<th>Sr.no.</th>
<th>Name of IEM</th>
<th>Address</th>
<th>Telephone nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>UPPILIAPPAN SUNDARARAJAN</td>
<td>Flat no. 3A-1302 Whispering Palms Lokhandwala Complex Akurli Road Kandivali (E) Mumbai 400 101</td>
<td>022 884 3600 Mobile : 98205 03000</td>
</tr>
</tbody>
</table>
Bharat Petroleum Corporation Limited

Dear Sirs,

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 inter alia, of the Company’s Letter no. ______________________ dated ______________ and the General Purchase Conditions of the Company and upon the conditions of Vendor's furnishing security for the performance of Vendor's obligations and/or discharge of the Vendor's liability under and/or in connection with the said supply contract up to a sum of (in figures) __________________________ (in words) ______________________________________ only amounting to 100% (hundred 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 anywise payable by the Supplier 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 of the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upon an aggregate limit of Rs.(in figures)________________(in words)____________________________ only.

And the Bank hereby agrees with the Company that:

a) 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 up to and until midnight of __________________________.

b) The 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 obligations / liabilities under and/or in 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 full liability hereunder.
c) 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 delaying (s), variation(s), reduction(s), increase(s) or other 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.

d) This Guarantee / Undertaking shall not be determined by the liquidation or winding up, dissolution or change of constitution of insololvency 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.

e) 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.

f) 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 or 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.
ANNEXURE –III (FOR INDIAN VENDORS ONLY)

GENERAL TERMS AND CONDITIONS

1). BPCL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. BPCL is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part. BPCL also reserves the right to allow public enterprises (Central/State) purchase preference, if applicable as per the Government Policy. The decision of the Corporation in this connection will be final.

2. Please submit the offer in two bids i.e prequalification bid and techno-commercial bid. Both the bids shall be in two separately sealed envelopes and superscribed accordingly. Both these envelopes shall be in one sealed envelope duly super scribed with Tender No. and Due Date of Tender. PRICE BID SHALL BE SUBMITTED AT A LATER STAGE.
   i) Techno-commercial bid : You are advised to furnish all the technical details as required.
   ii) Priced bid : To BE SUBMITTED AT A LATER STAGE.

3. Vendor to quote on Ex-works basis, separately indicating Basic Price in Rs. per unit, P&F, Excise duty, Sales Tax., Freight etc during Priced bid submission stage.

4. Price will be firm till the execution of the complete order and no escalation will be entertained on any ground except on the ground of statutory levies applicable on the tendered items.

5. OTHER STATUTORY LEVIES : All other statutory levies introduced by the statutory authorities during the contract period shall be payable extra by BPCL. However, any increase/decrease in statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. If the material is not supplied within the delivery period, then any increase in the statutory levies shall be to Vendor's Account

6. Unloading & stacking will be arranged by consignee. However, advance information regarding expected date of delivery to Site In-charge must be given well in time for making unloading arrangements under advice to BPCL.

7. Insurance will be arranged by BPCL. Please inform the despatch details.

8. BPCL reserves the right to inspect the material at the Works of the vendor through third Party Inspection Agency. Our registered Third party Inspection Agencies are LRIS/IRS/DNV/SGS/EIL.

9. PAYMENT : Our payment terms are 70% within 30 days from the receipt and
acceptance of materials at site & balance 30% after successful erection, commissioning & performance testing at site as per technical specifications and against BG for 10% value. Please consider this condition in your quotation, as other payment terms may not be acceptable to BPCL.

10. All documents listed below should be submitted to the originator of the call-off along with the invoice for release of payment;
   a) Invoice
   b) Challan
   c) Lorry Receipt/GR
   d) Inspection Release Note(if any) along with Test Certificates
   e) Original Money Receipt for Octroi Charges
   f) Guarantee Certificate
   g) Excise Gate Pass and other relevant documents

One set of these documents shall be sent by vendor to Consignee also along with the material. Please note that in the absence of above documents, the material will not be accepted at site.

11. VALIDITY: The Prices quoted against this tender shall be valid for a period of 60 days from the date of submission of Priced Bid and once the quotation is accepted and order finalized with the successful tenderer, the rates shall be firm till execution of the complete order.

12. SPECIAL RIGHTS: We reserve the right to:

   i) Reject your offer without assigning any reasons thereof.
   ii) Allow the Public Enterprises price preference facilities as admissible under the existing policy.
   iii) Not to accept the lowest rate quoted by the tenderer.
   iv) Cancel the tender or split the tendered quantities.
   v) Order part quantities on vendor.

13. The delivery period quoted must be realistic & specific. Please quote the delivery period on F.O.R. door delivery basis. The inability of successful tenderers to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:

   i) Accept delayed delivery at prices reduced by a sum equivalent to one half of one percent (1/2%) 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. The date of receipt of material at site shall be taken as the date for calculation of L.D

   ii) Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk & cost of the vendor, without prejudice to its right under (i) above in respect of goods delivered.
14. RISK PURCHASE CLAUSE: We reserve the right to curtail or cancel the order either in full or part thereof if you fail to comply with delivery schedule and other terms & conditions of the order. BPCL also reserves the right to procure same or similar materials/equipment through other sources at vendor's entire risk, cost and consequences.

15. GUARANTEE/WARRANTY: Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 30 months from the date of despatch or 24 months from the date of commissioning, whichever is earlier.

16. VALIDITY: Ref. point 11 above.

17. TEST & PERFORMANCE CERTIFICATES: You shall furnish Material test and Performance Certificates for the materials alongwith the challans and invoice.

17 Only In the event of causes of Force Majeure occurring within the contractual delivery period and if they impede the performance of contract, the delivery dates shall be extended on receipt of application from the Vendor / Owner without imposition of penalty. Only those causes which depend on natural calamities, civil wars, fire and national strikes which have a duration of more than seven consecutive calendar days are considered the causes of force Majeure. The decision of Owner shall be final and binding on Vendor.

The Vendor must advise the Owner by a registered letter duly certified by Local Chamber of Commerce or statutory authorities and Owner must advise the Vendor by a letter, the beginning and the end of the delay immediately, but in no case later than within 10 days of the beginning and end of such causes of Force Majeure condition as defined above. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for period exceeding 60 days either party may at its option terminate the contract."

19. If you offer a lower rate to any other oil company during the pendency of order, if placed on you, the same price will automatically apply to BPCL.

20. The tenderer will note the destination of the material as indicated in individual call-off. Appropriate charges towards demurrage or other expenses incurred owing to any negligence, delay or default will be recovered from the successful tenderer.

21. The tenderer shall warrant that the use by BPCL of materials specified by the tenderer will not subject BPCL to charges of infringement of any patent and further agree to hold BPCL harmless and indemnified against any and all costs, charges & expenses therefrom.

22. Arbitration Clause and Integrity Pact: To be signed & submitted

23. Delivery: Vendor to quote the best delivery schedule.
24. Rejected Materials: The rejected materials lying in BPCL premises must be replaced within 30 days from final joint inspection report date.

25. GENERAL:
   a) Tenderer should ensure that their offer reach us before the due date & time of tender. Any tender received after due date & time for any reason whatsoever may not be considered for evaluation.

   b) The tender should be free from overwriting or erasures, correction/additions, if any, must be attested.

   c) Your tender may not be considered, if we are unable to evaluate your offer for want of any information.

   d) Wherever Vendors have entered into a rate contract with D.G.S&D, they will indicate the same in their tenders and will also certify that their rate quoted shall be as applicable to D.G. S & D

   e) Your quotation should be for materials strictly in accordance with specifications mentioned in the tender. Should you wish to offer substitutes, you should state clearly the exact specification.

   f) It shall be assumed that packing cases if applicable. are not chargeable and non-refundable unless otherwise stated.

   g) Please send your offer in our envelopes which are enclosed. Otherwise your offer will be liable to be rejected.

   h) Please sign & return all the pages of tender enquiry including the enclosed deviation sheets as a token of your acceptance.

NAME OF THE TENDERER

SIGNATURE OF TENDERER

DATE:
ARBITRATION CLAUSE

1) Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set off of the Corporation against the Contractor or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Corporation or of some officer of the Corporation who may be nominated by the director (Marketing).

The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the Arbitrator is an Officer of the Corporation or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Corporation he had expressed views on all or any other matters in disputes or differences.

In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office he shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacating his office unless the Director (Marketing) at the time of such transfer, vacation of office or any time thereafter designates another person to act as arbitrator in his place in accordance with the terms of the agreement.

In the event of the arbitrator to whom the matter is originally referred, vacating his office or being unable or refusing to act for any reason the Director (Marketing) at the time of vacation of office or inability or refusal to act shall designate another person to act as an arbitrator in accordance with the terms of the said agreement.

The arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.

It is also a term of this contract that no person other than the Director (Marketing) or a person nominated by such Director (Marketing) of the Corporation as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provision of the Arbitrator Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

(i) The award shall be made in writing and published by the arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to herein above and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

(j) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having
regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

(k) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter and issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter-claim, cross-claim or set off and the Arbitration shall be entitled to considered and deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Director (Marketing).

(l) The Arbitrator shall be at liberty to appoint, if necessary any accountant or engineer or other technical person to assist him, and to act by the opinion so taken.

(m) The Arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.

(n) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.

(p) The parties hereby agree that the courts in the city of Bombay alone shall have jurisdiction to entertain any application or other proceedings in respect of anything in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Bombay only.

NAME OF TENDERER

SIGNATURE OF TENDERER
INTEGRITY PACT

Between

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

And

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

Preamble

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

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint 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:

   d) 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.

   e) 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.

   f) 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.

   e) 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.

   f) 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.

   g) 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.

   h) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
(1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor /Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of he 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/
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(8) The word 'Monitor' would include both singular and plural.

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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)
## Name, Address and Contact Numbers of Independent External Monitor

<table>
<thead>
<tr>
<th>Sr.no.</th>
<th>Name of IEM</th>
<th>Address</th>
<th>Telephone nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>UPPILIAPPAN SUNDARARAJAN</td>
<td>Flat no. 3A-1302 Whispering Palms Lokhandwala Complex Akurli Road Kandivali (E) Mumbai 400 101</td>
<td>022 884 3600 Mobile : 98205 03000</td>
</tr>
</tbody>
</table>
PROFORMA OF BANK GUARANTEE

(Performance)

Bharat Petroleum Corporation Limited

Dear Sirs,

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 inter alia, of the Company's Letter no. (date) and the General Purchase Conditions of the Company and upon the conditions of Vendor's furnishing security for the performance of 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 (in figures) (in words) only amounting to 100% (hundred 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 anywise payable by the Supplier 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 of the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upon an aggregate limit of Rs. (in figures) (in words) only.

And the Bank hereby agrees with the Company that:

a) 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 ________.

b) The 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 obligations / liabilities under and / or in 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 full liability hereunder.
c) 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 delaying (s), variation(s), reduction(s), increase(s) or other 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.

d) This Guarantee / Undertaking shall not be determined by the liquidation or winding up, dissolution or change of constitution of 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.

e) 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.

f) 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 or 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.