

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



PRESS TENDER

**TENDER FOR SUPPLY OF GOLD MEDALLIONS TO
VARIOUS LOCATIONS**

CRFQ NO.: 1000171995

DUE ON: 29/10/12 AT 1500 HRS

M/s.

Dear Sir/Madam,

Subject: Invitation of tender for the sale and delivery of 2383 nos. of Gold Medallions of various denominations aggregating to 39.590 kg (CRFQ no. 1000171995 due on 29/10/12 at 3 pm)

1. You are invited to submit your offer in a two-part bid for the sale and delivery of **2383 nos. of Gold Medallions (995 fineness)** of various denominations **aggregating to 39.590 kg** as per technical specifications and on the terms & conditions contained in this tender document. Out of the **39.590 kg** of Gold, **BPCL would be issuing 2.059 kg of Gold in the form of 361 gold coins of 999 fineness, for re-molding them as per the specifications. Successful tenderer would be required to supply balance quantity of Gold only.** These 361 gold coins were procured from MMTC who supplied them along with a certificate of guarantee for purity and weight.
2. Only parties meeting the eligibility criterion specified in clause 2 of Annexure I (Instructions to Tenderer) are eligible to quote.
3. This tender document consists of the following annexures, which are enclosed:
 - a) **Techno-commercial Bid**

3.1 Instructions to Tenderer	Annexure I
3.2 General Instructions to Tenderers for e-tendering	Annexure II
3.3 Integrity Pact (IP)	Annexure III
3.4 Technical Specifications	Annexure IV
3.5 Terms & Conditions of Agreement	Annexure V
3.6 Delivery Particulars	Annexure VI
3.7 Bank Guarantee Format	Annexure VII
 - b) **Price Bid:** A price bid shall also have to be submitted online as per the proforma given at clause 24 of Annexure I mentioned in point 3.1 above.
4. Tenderers shall also have to essentially sign an **Integrity Pact (IP)**, mentioned in point 3.3 above) for participating in this tender.
5. Please visit the website <https://bpcl.eproc.in> for participating in the tender and submitting your bid online.

6. Additionally, you shall be required to submit the EMD (if applicable), in physical form at our office.
7. Your online bid as well as the instrument to be submitted in physical form should be submitted on or before the due date of this tender viz. **29th October 2012, 3 pm.**
8. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site and/or receipt of instrument to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
9. **As our company's guidelines do not permit post-tender negotiations except with the tenderer offering the best financial terms, you are requested to submit your best terms at this stage itself.**
10. Price bid of only those tenderers shall be opened whose techno-commercial bid is found to be acceptable.
11. For clarifications, if any, please feel free to contact the undersigned on any working day between 10:00 am to 4:00 pm.

Thanking you,

Yours faithfully,
for Bharat Petroleum Corporation Ltd.

Sandeep Srivastava
Procurement Leader (CPO) - Group V

Instructions to Tenderers**Definitions**

The following expressions used in these tender documents and in the Lol/purchase order shall have the meaning indicated against each of these:

- a. **Owner**: Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai _ 400001 and shall include its successors and assigns (hereafter called 'Purchaser'/'BPCL'/'Owner'/'Corporation' as a short form).
- b. **Successful Tenderer**: Successful Tenderer means the person, firm or the Company/ Corporation to whom this purchase order is issued and shall include its successors and assigns.
- c. **Inspector**: Person deputed by BPCL for inspection, checking and/or testing as inspector/authorized by BPCL.
- d. **Goods/Materials**: Goods and/or Materials means the item tendered and all services including but not limited to design, delivery, inspection, testing and warranty specified or required to complete the order.
- e. **Site/Location**: Site means Head office and/or Regional offices of BPCL anywhere in India where the tendered item has to be delivered.
- f. **Firm Procurement**: means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered. Firm Procurement consists of Purchase Order, and Call-off Order.
- g. **LBMA** in the appropriate context means London Bullion Market Association
- h. **PSE** in the appropriate context means Central Public Sector Enterprise
- i. **Lol** in the appropriate context means Letter of Intent
- j. **PO** in the appropriate context means Purchase Order
- k. **PR** in the appropriate context means Price Reduction

1. Requirement

BPCL recognizes its employees on their successful completion of 15, 20, 25, 30, 35 years in the Corporation by presenting them a Gold Medallion. Corporation is also presenting Gold coin to its employees retiring from the service of BPCL. Hence Competitive offers are invited in two part bid from qualified tenderers for the sale and delivery of **2383 nos. of Gold Medallions (995 fineness)** of following denominations and weight **aggregating to 39.590 kg** to be supplied at BPCL Offices:

TALLY OF GOLD COINS							
Grams Per coin	5	10	20	20	20	25	
Award for completing years	15	20	25	30	35	On Retirement	Grand Total
HRS-EAST	13	22	90	88	0	35	248
HRS-NORTH	58	52	77	63	7	36	293
HRS-SOUTH	47	32	112	113	6	46	356
HRS-WEST	82	162	144	188	53	102	731
P&A-KOCHI REFY*	83	29	39	59	6	29	245
P&A-MUMBAI REFINERY	45	171	67	112	57	58	510
Grand Total	328	468	529	623	129	306	2383
Weight (g)	1640	4680	10580	12460	2580	7650	39590

Out of the 39.590 kg of Gold, **BPCL would be issuing 2.059 kg of Gold in the form of 361 gold coins of 999 fineness, for re-molding them as per the technical specifications. Successful tenderer would be required to supply balance quantity of Gold only.** These 361 gold coins were procured from MMTC who supplied them along with a certificate of guarantee for purity and weight.

2. Eligibility Criterion

The **Bid qualification Criterion** for participating in this tender is as follows:

I. Credential eligibility: The tenderer should meet one of the following criterion:

- Be a Scheduled Bank in operation for at least three (3) years as on due date of bid and authorized by RBI to import and deal in gold, or
- Be a Public Ltd. Company in operation for at least three (3) years as on due date of bid and possessing Government Licence/Certificate giving them the authority to deal in gold, or
- Be a manufacturer of gold medallions/coins as on date and possessing Government Licence/Certificate giving them the authority to deal in gold, or
- Be a trader of gold medallions/coins as on date and possessing Government Licence/Certificate giving them the authority to deal in gold

Documents required:

Scheduled Banks should produce a copy of the authorisation letter from RBI for importing and dealing in gold while other tenderers should produce a copy of the Government Licence/Certificate giving them the authority to deal in gold in support of their claim.

II. Supply Capacity:

The tenderer should have supplied **Gold Medallions/coins worth at least Rs.3.5 crores** during any continuous 12 months period in the last 7 years from the due date of bid submission

Documents required:

The afore-mentioned information shall be verified based on the invoices raised during any continuous 12 months period in the last 7 years from the due date of bid submission, accompanied with the corresponding purchase order.

III. Financial Eligibility:

The tenderer should have a positive net worth as per the Audited Balance Sheet and Profit & Loss Account statements for year 2011-12.

Documents required:

The afore-mentioned information shall be verified based on Audited Balance Sheet and Profit & Loss Account statements for year 2011-12 submitted by the tenderers.

3. Tenderers shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender. The salient points to be noted in regard to IP are:
- If the tenderer has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Tenderer Price reduction amount by forfeiting the EMD/Performance Guarantee as per provisions of the Integrity Pact.
 - If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity pact, BPCL shall be entitled to demand and recover from contractor, Price reduction amount by forfeiting the Performance Guarantee amount as per provisions of the Integrity Pact.
 - Tenderers may raise disputes/complaints, if any, with the nominated Independent External Monitor.
 - The name, address and contact numbers of the nominated Independent External Monitor is as follows:

Mr. Shri Janki Ballabh

Flat No.605, Versova Vinayak
Co-Op. Hsg. Soc.,HSG Plot No.8,
Near Versova Telephone Exchange, Versova,
Andheri (West), Mumbai 400 053.
Contact no.022-26353456 Mobile : 9833363066

4. Delivery period & Price Payable

The delivery period shall be as quoted by the tenderer subject to a **maximum of 60 days** from the date of placement of LOI. Price payable shall be based on the price of Gold declared by LBMA (London Bullion Market Association, AM rate) as per the clause 4 of Annexure V.

5. Offers should strictly be in accordance with the tender terms & conditions and technical specifications. Tenderers are requested to carefully study all the documents/annexures and understand the conditions, specifications, drawings etc, before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
6. It shall also be imperative on each tenderer to fully inform itself of all **local conditions** and factors (including prevailing rates of taxes & duties etc.) which may have any effect on the successful execution of the scope covered under this Package. BPCL shall not entertain any request for clarifications from the Tenderers, regarding such local conditions after the due date of tender. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. BPCL will not entertain any claim for financial adjustment to the contract awarded under this bidding.
7. Techno-commercial Bid (consisting of all the attached Tender documents, Credential Bid Form, Declaration Forms and Integrity Pact) and price bid as well as all uploaded documents (as mentioned in clause (12) below) shall form the part of the tender. **Both techno-commercial bid and the price bid will be online only.** Only **EMD** is exception to this rule, which will have **to be submitted in envelope.** The details of the e-procurement process are enclosed as Annexure II.
8. All the supporting documents should be legible and duly signed, stamped and attested by the authorized signatory as specified in clause (9) below, before uploading them online.
9. Techno-commercial and price bid shall be required to be digitally signed with a class IIB or above digital signature by the authorised signatory. **The authorized signatory** shall be :
 - a. Proprietor in case of proprietary concern.
 - b. Authorised partner in case of partnership firm.
 - c. Director, in case of a limited Company, duly authorized by its board of directors to sign.

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

Online submission of the tender under the digital signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions. Tenderer's digital signature on the documents shall be considered as total acceptance of the terms & conditions.

10. Incomplete bids or bids received with deviations/subjective or counter conditions/quantity restrictions are liable to be rejected. No further correspondence/enquiries raised on this issue by the tenderer shall be entertained.

11. Earnest Money Deposit (EMD)

- a) The tenderers shall submit an interest-free Earnest Money Deposit of **₹ 1.0 lakh (Rupees one lakhs only)** by crossed account payee **Demand Draft** drawn on any nationalised/ scheduled bank in favour of **"BHARAT PETROLEUM CORPORATION LTD"** payable at **Mumbai**.
- b) EMD should be submitted in **physical form** in a sealed cover addressed to **Procurement Leader (Group 5)**, boldly super-scribed on the outer cover –
- CRFQ number : 1000171995
 - Item : Supply of Gold Medallions
 - Closing date/Time : 29.10.12/ 3 pm
 - Name of the tenderer:

It should be dropped in the tender box or sent by Registered Post/Courier to the following address so as to reach on or before the due date & time of the tender:

**Central Procurement Organization (Mktg),
'A' Installation, Sewree Fort Road,
Sewree, Mumbai-400015**

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

- c) Cheques, cash, Money Orders, Fixed deposit Receipts, Bank guarantees etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.
- d) Bid received without the EMD is liable to be rejected.
- e) Units registered with National Small Industries Corporation (NSIC) and/or Micro or Small Enterprises (MSE) are however, exempted from payment of EMD, subject to:
- The unit being registered for the item tendered.
 - Registration certificate being valid as on date of quotation.

Such vendors must upload a photocopy of valid NSIC Registration Certificate/ Review certificate duly attested by a gazetted officer/notorised, (photocopy of

application for registration as NSIC or for renewal will not be acceptable) and/or a valid MSE registration with any notified body specified by Ministry of Micro, Small and Medium Enterprises, failing which such bid will be treated as bid received without EMD and liable to be rejected

- f) Registration with DGS&D will not entitle the Tenderer to claim exemption from payment of EMD.
- g) EMD is liable to be forfeited and tenderer shall be barred for a period of one year from taking part in any tender floated by BPCL in future, in the event of :
- i. Withdrawal of offers during the validity period of the offer. (Refer item no. 15 of this Annexure)
 - ii. Non-acceptance of LOI/order, if and when placed.
 - iii. Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - iv. Non payment of Supply and Performance Guarantee amount against LOI/ Purchase Order within the stipulated period of 10 days from date of Lol/ the Purchase Order whichever is earlier.
- h) EMD will be refunded by National Electronic Fund Transfer to all the successful tenderers after they deposit the amount for Supply and Performance Guarantee (refer clause 2 of Annexure V) against LOI/Purchase Orders, as placed. In case of successful vendor wishes to convert the EMD amount to Supply and performance Guarantee amount, the vendor should submit written request for the same.
- i) EMD will be refunded by National Electronic Fund Transfer to all the unsuccessful tenderers after placement of order on all successful tenderers.

12. The complete process for submitting the bid is as follows:

A. Techno-commercial bid

- i Accept the contents of the following annexures in toto by clicking on the button provided on the screen below each one of them:
- | | |
|------------------------------------------------------|--------------|
| a. Instructions to Tenderer | Annexure I |
| b. General Instructions to Tenderers for e-tendering | Annexure II |
| c. Technical Specifications | Annexure IV |
| d. The terms & conditions of Agreement | Annexure V |
| e. Delivery Particulars | Annexure VI |
| f. Bank Guarantee Format | Annexure VII |
- ii Proforma of **Integrity Pact (IP)** has been uploaded as **Annexure III** of tender documents. Tenderer shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by tenderer along with other bid documents

- iii Upload a scanned copy (in pdf or jpg format) of -
- a) Integrity Pact (IP) duly signed and witnessed
 - b) Copy of the authorization letter from RBI for importing and dealing in gold (in case of Scheduled Bank) or a copy of the Government Licence/Certificate giving them the authority to deal in gold (in case of other tenderers).
 - c) Copies of invoices raised during any continuous 12 months period in the last 7 years from the due date of bid submission, accompanied with the corresponding purchase order.
 - d) Copies of Audited Balance Sheet and Profit & Loss Account statements for year 2011-12
 - e) Copy of PAN Card
 - f) Certified copies of Registration certificate under NSIC (if applicable)
 - g) Copy of the certificate stating that the vendor is a Micro and Small Enterprises (MSEs) [if applicable]
 - h) Copy of the certificate stating that MSEs is owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs [if applicable]
 - i) Certified copies of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies' (if applicable).
 - j) Authority letter and power of attorney in favor of constituted attorney (if applicable).

In case no. of pages to be uploaded are more, then the same can also be zipped and uploaded.

- iv. Online fill in information in the Credential Bid Form, Declaration form and Duty & Tax Structure (Import/Custom/Excise duty and ST/VAT/CST) Form.
- v. **Additionally, EMD [if applicable] has to be submitted in physical form.**

B. Price bid

Online fill in the quotes in the price bid form. The proforma of the price bid form has been provided as clause (25) of this annexure.

- 13.** Bids submitted after the due date and time and those not in the format or not in conformity with the prescribed terms and conditions or specifications shall be summarily rejected and no further correspondence/ enquiries shall be entertained on the issue. No responsibility shall be taken by the Corporation and no claims on this account shall be entertained.
- 14.** Bids with counter or subjective conditions are liable to be rejected. Any terms and conditions by the Tenderer in his bid will not be binding on the Corporation.
- 15.** The price bid submitted by the tenderer shall be valid for acceptance for a period of **90 days** from the date of closing of the tender. In exceptional circumstances, the Owner may solicit the Tenderer's consent for extension of the bid validity period without any change in bid price, terms & conditions.

16. Acceptance of Bids by the Corporation:**a) Techno-commercial Bid**

Based on the information and instruments/documents submitted, all tenderers meeting the following criterion shall qualify in the techno-commercial bid:

- i They should meet the bid qualification eligibility criterion as specified in clause (2) above.
- ii They should accept all the technical specifications and agree to supply Gold Medallions embossed and packed as specified therein.
- iii They should agree to all the terms & conditions of the agreement and the delivery particulars.
- iv BPCL should have received the EMD submitted by them or proof entitling them for exemption from EMD, whichever is applicable

An affirmative determination will be prerequisite for qualifying in the techno-commercial bid. A negative determination will result in rejection of the Tenderer's Bid.

Price bid of only those tenderers will be opened who qualify in the Techno-commercial bid.

b) Price Bid

- i. The order allotment will be finalised by BPCL by taking into account the following:
 - Discount quoted on the LBMA AM Gold Rate
 - Other cash outflows that shall include Import/Custom/Excise duty, incidental charges and delivery charges to each location
 - Amount of advance payment sought
 - Delivery Period quoted
- ii. "Net cost to BPCL" shall be calculated by using the following formula:

$$NDP = \{((GR * [995/999] * WC * [1 - d/100] * Q * Ex) + [Q * ID * 1000] + [IChg * Q_1]) * (1 + ED/100)\} * [1 + ST/100] + [MChg * Q_2] + Frt * N * [1 + STF/100] + \text{Loading for advance payment}$$

where,

GR = LBMA AM rate of Gold as on the due date of this tender [in USD per troy ounce]

WC = Weight conversion factor [1 kg = 32.150747 troy ounces]

d = discount rate quoted/negotiated [in %]

Q = Quantity of 995 fineness Gold to be supplied by the successful tenderer
[= 39.590 - (999/995) * 2.059 = 37.523 kg]

Ex = Currency Exchange rate, equal to SBI BC selling rate as on the due date of this tender

ID = Import/Custom duty [in Rs. per gm]
 IChg = Incidental charges (inclusive of the cost of getting the coins Hallmarked) quoted [in Rs. per kg]
 Q₁ = Weight of 995 fineness Gold Coins to be supplied [39.590 kg]
 ED = Excise duty [in %]
 ST = Applicable Sales Tax/VAT [in %]
 MChg = Smelting and refining charges quoted for the 999 fineness gold coins handed over by BPCL [in Rs. per kg] – converting 999 fineness Gold to 995 fineness Gold should be accounted in these charges
 Q₂ = Weight of 999 fineness Gold Coins handed over by BPCL [2.059 kg]
 Frt = Delivery charges quoted for each location [in Rs. per Gold medallion]
 N = No. of Gold medallions delivered to each location [Total = 2382 numbers]
 STF = Applicable Sales Tax/VAT on delivery charges, if any [in %]

Loading for advance payment = $\{((GR*[995/999]*WC*[1 - d/100]*Q*Ex) + [Q*ID*1000])*(1+ED/100)\} * [1+ ST/100] * \text{proportion of advance payment requested} * (14.75/100) \times (\text{delivery period quoted} + 10)/365$

- iii. Tenderers may have to attend the concerned office of the Corporation for negotiations/clarifications if required at their own cost, in respect of their quotations without any commitment from the Corporation.

17. Award Criteria

- i. Subject to Clause No. 18 below, the Owner shall award the Contract to the Tenderer whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid based on “net cost to BPCL”. **In case the “net cost to BPCL” of two or more tenderers works out to be the same, then the contract shall be awarded to the tenderer who has quoted shorter delivery period.** The contracts shall be finalized at the quoted/negotiated rates in line with clause 4 of Annexure V.
- ii. In the event it becomes necessary for the Corporation to procure Gold Medallions at different rates, then the Corporation reserves the right to make order allotment in such a way so as to enable the Corporation to get the maximum advantage.
- iii. In the event the tenderer who has offered the best rates, fails to supply the cylinders, BPCL may place orders with the next best tenderers, if considered necessary.
- iv. Corporation reserves its right to allow Public Sector Enterprises (Central/ State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

Corporation also reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE

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

BPCL's decision on award of Contract shall be final and binding on all the Tenderers.

18. Owner's Right to Accept Any Bid and to Reject Any or All Bids

The Corporation is not bound to accept the lowest offer and reserve the right to accept any Bid or reject any and/ or every tender without assigning any reason whatsoever and/or place order on one or more tenderers and/ or carry out negotiations with any tenderer in the manner considered appropriate by the Corporation without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Owner's action. Corporation also reserves the right to reject any unworkable offer. Purchase preference would be given to Public Sector Enterprises as per directives of the Government of India.

19. Letter of Intent/ Purchase Order

Prior to the expiration of the period of bid validity, the Owner will notify the successful tenderer in writing in the form of LOI, that its Bid has been accepted.

20. Language of Bid

The Bid and all supporting documentation and all correspondence exchanged by tenderer and the owner shall be written in English language only.

21. Reference for Documentation:

Pre –Purchase Order: The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Purchase Order.

Post –Purchase Order: The number and date of Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, packing list and on any documents or papers connected with this order.

22. Anti –Competitive Agreements/Abuse of Dominant Position:

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. Besides taking punitive action as enshrined under Integrity Pact, BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and

abuse of dominant position. If such a situation arises, then tenderers shall be bound by the provisions of the said statute.

- 23.** It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 24.** Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during finalization of the tender.

25. Proforma for Price bid

S. No.	Field Name	Description	Unit
1	Discount offered on the LBMA AM gold rate	This shall be the % discount tenderer shall offer to BPCL on the LBMA AM Gold rate. It cannot be less than 0 [zero]	%
2	Import/Custom duty	Import and custom duty payable on Gold	Rs per gm
3	Incidental charges including the cost of getting the coins Hallmarked	It shall include die-making charges, conversion/making charges, process loss in making Gold Medallions, packing & certification/ assayer charges including cost of getting the coins <u>Hallmarked</u> , all risk insurance charges, safe custody/ storage charges and all other charges not covered elsewhere. Incidental charges shall be quoted by the Tenderer on firm price basis and no variation whatsoever shall be allowed on these charges during the execution of the Contract.	Rs per kg
4	Excise duty	Excise duty payable on Gold Coins	%
5	Applicable Sales Tax/VAT	Sales Tax payable sale and delivery of Gold Coins	%
6	Smelting and refining charges for the gold coins handed over by BPCL	It shall include the charges for smelting and refining the 999 fineness gold coins handed over by BPCL in order to convert them into 995 fineness gold coins as per technical specifications. <u>Converting 999 fineness Gold to 995 fineness Gold should be accounted in these charges.</u>	Rs per kg
7	Delivery charges incl octroi for Kolkatta	Cost of delivering the Gold medallions at the Kolkatta addresses mentioned in annexure VI including Octroi etc.	Rs. per Gold medallion
8	Delivery charges incl octroi for Kochi	Cost of delivering the Gold medallions at the Kochi addresses mentioned in annexure VI including Octroi etc.	Rs. per Gold medallion
9	Delivery charges incl octroi for Noida, UP	Cost of delivering the Gold medallions at the Noida (UP) addresses mentioned in annexure VI including Octroi etc.	Rs. per Gold medallion
10	Delivery charges incl octroi for Mumbai	Cost of delivering the Gold medallions at the Mumbai addresses mentioned in annexure VI including Octroi etc.	Rs. per Gold medallion

11	Delivery charges incl octroi for Chennai	Cost of delivering the Gold medallions at the Chennai addresses mentioned in annexure VI including Octroi etc.	Rs. per Gold medallion
12	Applicable Sales Tax/VAT on delivery charges, if any	Sales Tax payable on freight, if any	%
13	Proportion of Gold price to be paid as advance payment	Proportion of Gold price (as defined in clause 4(a) of Annexure V) to be paid as advance payment. This proportion cannot be more than 95%.	%
14	Delivery Period	This is the maximum period the tenderer shall take to deliver the material after placement of Lol (excluding the date of issue of LOI). It cannot be more than 60 days. Tenderer is requested to quote her best delivery schedule. Time of delivery mentioned in the bid shall be essence of the agreement in the event of placement of order and no variation shall be permitted except with prior authorization in writing from the corporation. Tenderer quoting least delivery period shall be preferred in case she is one of the 2 or more tenderers who become eligible for orders based on the "Net cost to BPCL". Delivery period shall also be taken into account while calculating the loading for the purpose of price bid evaluation.	no. of days

General Instructions to tenderers for E-Tendering

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpcl.eproc.in>) and participate in the tender as per the instructions given herein, on or before the due date and time of the tender. The tender available on the BPCL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcl.eproc.in>.
2. For registration on the e-tender site <https://bpcl.eproc.in>, you need to download the User Instruction Manual from the site and read it. They shall have to select “Enrollment” and complete the “Supplier Registration Form” by filling in all the information correctly. Kindly remember the login id, password entered therein. After you complete this process, system will generate an e-mail wherein a system generated “Challenge Phrase” will be mailed to you to complete balance registration process.
3. As a **pre-requisite for participation in the tender**, tenderers are required to obtain a valid Digital Certificate of **Class IIB** and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the tenderer.**

In case any tenderer so desires, he may contact our e-procurement service provider M/s. C1 India Pvt. Ltd., Mumbai (Contact no. 022-32444300/ 65281885/ 65281886) for obtaining the digital signature certificate.

4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcl.eproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such tenderers who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the tenderer. They have the choice of making changes in their bid before the due date and time.
5. Tenderers are required to complete the following process online on or before the due date of closing of the tender:
 - A. Techno-commercial bid
 - i Accept the contents of the following annexures in toto by clicking on the button provided on the screen below each one of them:
 - a. Instructions to Tenderer Annexure I
 - b. General Instructions to Tenderers for e-tendering Annexure II

General Instructions to tenderers for E-Tendering

- | | |
|----------------------------------------|--------------|
| c. Technical Specifications | Annexure IV |
| d. The terms & conditions of Agreement | Annexure V |
| e. Delivery Particulars | Annexure VI |
| f. Bank Guarantee Format | Annexure VII |
- ii Proforma of **Integrity Pact** (IP) has been uploaded as **Annexure III** of tender documents. Tenderer shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by tenderer along with other bid documents
- iii Upload a scanned copy (in pdf or jpg format) of -
- Integrity Pact (IP) duly signed and witnessed
 - Copy of the authorization letter from RBI for importing and dealing in gold (in case of Scheduled Bank) or a copy of the Government Licence/Certificate giving them the authority to deal in gold (in case of other tenderers).
 - Copies of purchase orders for Gold medallion/coins placed on the tenderer during last 2 financial years along with their completion certificate.
 - Copies of audited P & L A/c and Balance Sheet for the last three financial years
 - Copy of PAN Card
 - Certified copies of Registration certificate under NSIC (if applicable)
 - Copy of the certificate stating that the vendor is a Micro and Small Enterprises (MSEs) [if applicable]
 - Copy of the certificate stating that MSEs is owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs [if applicable]
 - Certified copies of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies' (if applicable).
 - Authority letter and power of attorney in favor of constituted attorney (if applicable).
- In case no. of pages to be uploaded are more, then the same can also be zipped and uploaded.
- iv. Online fill in information in the Credential Bid Form, Declaration form and Duty & Tax Structure (Import/Custom/Excise duty and ST/VAT/CST) Form.
- v. Additionally, EMD [if applicable] has to be submitted in physical form.

B. Price bid

Online fill in the quotes in the price bid form. The proforma of the price bid form has been provided as clause (25) of annexure I.

General Instructions to tenderers for E-Tendering

6. Price bid of only those tenderers who qualify in the un-priced bid will be opened as per the schedule that shall be advised separately.
7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Tenderers are advised to log on to the website (<https://bpcl.eproc.in>) and arrange to register themselves at the earliest.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Tenderers are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the tenderer intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (iv) Once the entire process of submission of online bid is complete, the tenderers are required to go to option 'own bid view' through dashboard and take the print of the envelope receipt as a proof of submitted bid.
 - (v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vi) No manual bids/offers along with electronic bids/offers shall be permitted.
8. Once the un-priced bids are opened, tenderers can see the list of tenderers who have participated in the bid by logging on to the portal under their user ID and password and clicking on "Other Bids" view. Subsequently, once the price bids are opened, tenderers can see the rates quoted by all the participating bidders using the same option.
9. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause. It is advisable that tenderers who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all

General Instructions to tenderers for E-Tendering

the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.

10. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

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

1. For system related issues :
 - a. M/s.C1 India at contact no. 022-32444300/ 65281885/ 65281886 followed with a e-mail to id nitin.salvi@c1india.com
 - b. Procurement Manager of M/s. BPCL at contact no. 022-24176415 followed with a e-mail to ID sharmaam@bharatpetroleum.in
2. For tender related queries:
 - a. Mr. A M Sharma of BPCL at contact no. 022-24176415/24176423 followed with an email to ID sharmaam@bharatpetroleum.in
 - b. Mr. Sandeep Srivastava of BPCL at contact no. 022-24176076 followed with an email to ID srivastavasan@bharatpetroleum.in

The responsible person of the tender is Mr. Sandeep Srivastava of BPCL at contact no. 022-24176076.

INTEGRITY PACT**Between**

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

And

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for the supply of **2383 nos. of Gold Medallions of various denominations aggregating to 39.59 kg.** 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,

Signature :

Seal :



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

Signature :

Seal :



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.

Signature :

Seal :



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

Section 4 - Compensation for Damages

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

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

Signature :
Seal :



- (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

Signature :
Seal :



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

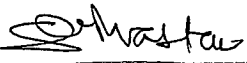
Signature :
Seal :



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

Place

Date

For the Bidder/Contractor/
Supplier

Witness 1 :
(Signature/Name/Address)

Witness 2 :
(Signature/Name/Address)

Signature :
Seal :

Technical Specifications

1. Product
Gold Medallions
2. Purity
995 Fineness with BIS Hallmark
3. Shape
Circular
4. Weights and Diameter
Weights and diameter of various types of Gold Medallions to be supplied & distributed under this contract are:
 - (i) Gold Medallion of 25 gms and 28 mm diameter
 - (ii) Gold Medallion of 20 gms and 28 mm diameter
 - (iii) Gold Medallion of 10 gms and 25 mm diameter
 - (iv) Gold Medallion of 5 gms and 22 mm diameter
5. Tolerance
No negative tolerance in respect of weight, purity/fineness
6. Embossing
Each medallion should be marked with the purity of gold, BIS logo, assayer logo and manufacturer's logo
Medallions shall be also embossed as per the Artwork given below:



7. Packing

Each Gold Medallion must be elegantly packed in laminated card (as per picture given above) bearing certificate of authorized Assayer of Gold Medallion with purity number and weight. **The background color of the card should be Golden Yellow.**

This laminated card containing gold coin should sit neatly in the window provided in the **velvet pouch of Azure Blue color**. The velvet pouch in turn should snugly fit in a paper box/sleeve. This paper box/sleeve shall be approximately 28 x 16.5 x 2.5 cm in size having a window on its front side that is covered with some transparent sheet (see picture below).





**TERMS & CONDITIONS OF AGREEMENT FOR
PROCUREMENT OF GOLD MEDALLIONS PACKAGES**

1. MATERIAL TO BE SUPPLIED

- (a) The successful tenderer on whom Lol/ Purchase Order is placed shall duly supply Gold Medallions manufactured and packed as per the technical specifications given in annexure IV, to the Corporation at the rate and delivery schedule specified in the Lol/ Purchase Order.
- (b) The successful tenderer shall initially submit one (1) number of each type of Gold Medallion along with packing as depicted in the technical specifications to BPCL within 15 (fifteen) days from issue of Lol for its approval before start of mass production. The sample should be exactly as per the artwork provided by BPCL & the packing should be as per the technical specification confirmed. The days between the receipt of the sample & BPCL confirmation date will not be a part of the delivery period and the delivery date shall be adjusted accordingly. If acceptable, these samples shall become the property of BPCL and shall form part of total ordered quantity.
- (c) Quantity of Gold Medallions to be supplied shall be as indicated in the Lol/ Purchase Order.

2. SUPPLY AND PERFORMANCE GUARANTEE

The successful tenderer, within 10 days of placement of Letter of Intent (Lol) shall deposit an amount of **Rs.1 lakhs** with BPCL towards Supply and Performance Guarantee. No interest is payable by BPCL on the amount for Supply and performance guarantee so collected. This amount shall have to be deposited by way of crossed A/c Payee demand draft drawn on any Nationalised or scheduled bank in favour of **M/s Bharat Petroleum Corporation Ltd.** and payable at **Mumbai**. Successful tenderer shall submit a written request to the Corporation for its consideration in case he wishes to convert EMD to Supply and performance Guarantee.

The said supply and performance guarantee shall be released within 15 (fifteen) days after the release of final payment. BPCL shall be entitled to deduct from this amount any loss or damage which BPCL may be put to by reason of any act or defective material, price reduction or any other liabilities or default recoverable by BPCL from the successful tenderer and to call upon the successful tenderer to maintain the amount at the original level during the tenure of the contract, by making further deposits.

3. SET OFF

Any sum of money due and payable to the successful tenderer (including the supply and performance guarantee amount returnable to him), may be appropriated by BPCL against any claim arising against the successful tenderer.

4. PRICE

The price payable shall consist of the following components:

$$a) \text{ Price of Gold} = ((GR*[995/999]*WC*[1 - d/100]*Q*Ex) + [Q*ID*1000]) * [1+ED/100]*[1+ ST/100]$$

where,

GR = LBMA AM rate of Gold as on the specified date [in USD per troy ounce]

WC = Weight conversion factor [kg per troy ounce], 1 kg= 32.150747 ounces

d = discount rate quoted/negotiated [in %]

Q = **Net quantity** of 995 fineness Gold supplied [in kg], = $Q_1 - [999/995]*Q_2$

Q_1 = **Total weight** of 995 fineness Gold coins supplied [in kg]

Q_2 = **Total weight** of 999 fineness Gold coins handed over by BPCL [in kg]

Ex = Currency Exchange rate, equal to SBI BC selling rate as on the specified date

ID = Import/Custom duty [in Rs. per gm]

ED = Excise duty [in %]

ST = Applicable Sales Tax/VAT [in %]

Specified date shall be **one day after placement of LOI**.

In case LBMA does not publish its AM rate on the date for working out the notional price/actual price of Gold as detailed above, the AM rate on the very next date when LBMA publishes such rate shall be considered.

$$b) \text{ Incidental Charges} = [IChg*Q_1]*[1+ED/100]*[1+ ST/100]$$

where,

IChg = incidental charges quoted/negotiated by the successful tenderer [in Rs.per kg]

$$c) \text{ Smelting \& Refining Charges} = (MChg*Q_2)$$

where,

MChg = Smelting and refining charges quoted/negotiated by the successful tenderer for the 999 fineness gold coins handed over by BPCL [in Rs. per kg]

$$d) \text{ Delivery Charges} = Frt * N * [1+ STF/100]$$

where,

Frt = Delivery Charges (including octroi etc complete) as quoted/negotiated by the successful tenderer for each location [in Rs. per Gold medallion]

N = No. of Gold medallions delivered to each location [in numbers]

STF = Sales Tax/VAT applicable on delivery charges, if any [in %]

5. PAYMENT

All payment(s) under the Contract shall be made to the Successful tenderer directly. The Successful tenderer shall submit the entire set of invoice and other documents for release of payment to:

**Procurement Leader (CPO) – Group V,
'A' Installation, Bharat Petroleum Corporation Limited,
Sewree (East), Mumbai-400015.**

Final Payment shall be the total price payable as per clause (4) above, including incidental charges & freight **less** amount already paid to the Successful tenderer as advance (if any) and PR and/or any other penalty/interest due from the Successful tenderer.

It shall be released by BPCL within fifteen (15) days of receipt of the

- Tax Invoice
- Full reconciliation statement for the quantities ordered
- acknowledgments of the receipt of gold Medallions by the nominated employees/officers in respective BPCL offices as per format given in **Annexure VI** and
- Consolidated certificate of Assayer.

Successful tenderer shall be required to submit all proofs of delivery for the order(s) given in one lot and not in piecemeal. Certificates for incomplete lots will not be accepted.

If the final payment works out to be negative, the same shall be refunded by the Successful tenderer to BPCL within 10 (ten) days of the intimation of the same by BPCL failing which BPCL shall have the right to realize the same by forfeiting the Supply & Performance Guarantee and/or Advance Bank Guarantee furnished by the Successful tenderer.

Successful tenderer can also request for **Advance Payment** up to whatever percentage they have asked for in their price bid but **not exceeding 95%** [ninety five percent] of the price of the Gold for the **Net quantity** of 995 fineness Gold supplied, as defined in clause 4(a) above. Advance payment shall be made only against a Bank Guarantee (BG) of equivalent amount, as per clause (6) below. It shall be released by the Corporation within four (4) working days of acceptance of the Purchase Order, submission of the Bank Guarantee and receipt of Proforma Invoice for advance payment, whichever is later.

6. BANK GUARANTEE IN LIEU OF ADVANCE PAYMENT

Successful tenderer shall have to furnish a Bank Guarantee (BG) for Advance payment equivalent to the amount of advance payment sought along with the acknowledgment of Lol. The bank guarantee will be in favor of Bharat Petroleum Corporation Limited, Mumbai in the format provided at **Annexure-VII**.

The bank guarantee shall be issued by:

- a. A Public Sector Bank
- b. A Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crores or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or
- c. Any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by reputed rating agency.

In case the successful tenderer is itself a Scheduled Bank, the bank guarantee would have to be issued by a Bank, other than the successful tenderer.

The bank guarantee shall be initially valid for a period of two and a half (2½) months from the date of issue of Lol. In the event of delay in completion of distribution of gold Medallions as per the terms & conditions contained herein, validity of the Bank Guarantee shall be further extended as required by BPCL, but not exceeding the date of issue of **completion certificate by BPCL for full and final execution of the Contract.**

7. INSPECTION

- a) BPCL and/or its nominated inspector(s) may carry out the pre-despatch inspection of the Gold Medallions before the despatch to its offices. Hence, successful tenderer has to give a notice of at least ten (10) days before the despatch to BPCL so as to give sufficient time to carry out the inspection. This intimation & inspection shall be a part of the delivery period and in no case this will have any effect on the delivery period. Any delay on account of BPCL, however, shall be adjusted in the delivery period.
- b) The costs related to travel and stay of its staff and/or consultants would be borne by BPCL.
- c) BPCL reserves the right to cancel the order in part or full in the event of failure of the consignment to meet any of the technical specifications required for the Gold Medallions noticed during the pre-despatch inspection. The successful tenderer shall also be liable for damages.
- d) Even if the pre-despatch inspection is fully carried out, the successful tenderer shall not be absolved from its responsibilities to ensure that the Material is supplied strictly to conform and comply with all the requirements of the Contract. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material comply with the requirements of the Contract.
- e) Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material at location, any Material is found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the successful tenderer liable for non-performance of the Contract.
- f) In case of any serious discrepancy observed at any stage (like Gold supplied not meeting the specifications, embossing not as per artwork and specifications etc.) that cannot be rectified, the successful tenderer shall have to replace the entire consignment as per the specifications. In case of any financial loss to BPCL, the Bank Guarantee for Advance Payment and/or Supply & Performance Guarantee may be invoked to make good

the loss or damage. BPCL's decision in this regard shall be final and binding on the successful tenderer.

8. DELIVERY

- a) The sole responsibility of distribution of Gold Medallions in proper packing as per BPCL's requirement lies with the successful tenderer. Gold Medallions are required to be delivered at various locations mentioned in Annexure VI (Delivery Particulars) within the **delivery period quoted by the successful tenderer but not exceeding 60 (sixty) days from the date of LOI** (excluding the date of issue of LOI).
- b) The Successful tenderer shall give a prior intimation of at least seven (7) days before the visit to the officer in-charge/ nominated officer of each BPCL office and obtain his/her prior confirmation in writing for the visit. A copy of intimation letter should also be sent to the office of the Procurement Leader CPO – Group V through email and/or fax.
- c) In case some officer in-charge/ nominated officer are absent due to leave, tour or any other reason on the date of visit, then the Gold Medallions to be handed over to that officer in-charge/ nominated officer may be handed over to an alternate employee/officer having a valid letter of authority from the concerned officer in-charge/ nominated officer to collect the Gold Medallion on his/her behalf.
- d) The successful tenderer should provide the receipt / acknowledgment of the Gold Medallions from all the offices mentioned as per the **Delivery Acknowledgement Format** given in Annexure VI. The receipt date/ acknowledgment date mentioned therein, shall be considered for the purpose of calculating the delivery period and any penal action (if applicable).

The completion certificate will be issued by BPCL on being fully satisfied regarding execution of the Contract as per terms and conditions contained herein.

9. CONSOLIDATED CERTIFICATE OF ASSAYER

In addition to certification of individual Gold Medallions, the successful tenderer shall also submit a separate consolidated paper certificate of assayer specifying the number and denomination of medallions certified by them.

A copy of the certificate will be sent to the locations as well as to the BPCL Sewree office either through mail/courier/email. The delivery without the Assayer certificate will not be considered as complete delivery and is liable to attract penal action in case the final delivery overshoots the 60 days period from LOI date.

10. RESPECT FOR DELIVERY DATES AND PRICE REDUCTION CLAUSE:

- a) The time and date of Delivery of Material as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material has been fixed with reference to the said Delivery date(s).
- b) If any delay is anticipated by the successful tenderer in the delivery of the Material beyond the stipulated date(s) of Delivery, the successful tenderer shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the successful tenderer to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- c) The inability of successful tenderer 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 Contract Price of the Gold Medallions not delivered for every week of delay or part thereof, limited to a maximum of 5% of total contract value value. Receipt date/ acknowledgment date mentioned in the Delivery acknowledgement form shall be considered as delivery completion date for calculation of PR.
 - ii. Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the successful tenderer, without prejudice to its right under (i) above in respect of goods delivered.

Additionally, in case BPCL has made advance payment and the delivery of Gold Medallions gets delayed beyond the period specified in the LOI/PO, BPCL shall load interest on the successful tenderer for a minimum of 15 days at the prevailing SBI PLR RATES on the advance amount paid for only the undelivered quantity of the contract. For any delay beyond 15 days, actual number of days of delays would be taken into consideration.

11. RISK PURCHASE

If the Successful tenderer fails to deliver the Gold Medallions as per agreed schedule and destinations to BPCL authorized staff as per Annexure VI, BPCL shall be free to cancel the LOI/PO for the balance quantity. Notwithstanding the above, BPCL also reserves the right to procure same or similar material through other sources at defaulting Successful tenderer's entire risk, cost and consequences.

The defaulting successful tenderer must deposit the money within 15 (fifteen) days of demand for this purpose to BPCL Sewree office, failing which the successful tenderer's advance bank guarantee and / or Supply and Performance Guarantee would be invoked.

Successful tenderer shall continue the performance of the Order/Contract under all circumstances, to the extent not cancelled.

12. DELIVERY FAILURE AND TERMINATION & CONSEQUENTIAL DAMAGES

The parties hereto agree that the timely despatch/delivery as stipulated in order/contract shall be the essence of the Order/Contract. If the successful tenderer fails to complete the delivery within the time period stipulated in the order/contract, or within any extension of time granted by the Owner, it shall be lawful for the Owner to recover damages for breach of order/contract without prejudice to any other rights and/or remedies provided for, in the order/contract and hereunder.

13. INSURANCE

- a. The successful tenderer, at its own cost, shall arrange, secure and maintain insurance to protect his interests and the interests of the Owner, against all risks as detailed herein.
- b. The successful tenderer shall be responsible for preferring all claims and make good the damage or loss by way of repairs and/or replacement of the material damaged or lost till the medallions are delivered to the authorized officer In-charge of BPCL.
- c. Any loss or damage to the Gold Medallions during handling, transportation, storage till such time the same are taken over by the Employees/Officers of BPCL, shall be to the account of the successful tenderer.
- d. The risks that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, theft, pilferage, riots, civil commotion, earthquakes, floods, weather conditions, accidents of all kinds, fire, war risk and such other risks. Until distribution of Gold Medallions to employees/officers and/or custody of the same is with Successful tenderer, the scope of such insurance shall cover the entire Order/Contract value.
- e. All costs on account of insurance liabilities covered under the Order/Contract shall be to the account of successful tenderer.

14. RISK IN STORES

The stores and every constituents part thereof, whether in the possession or control of the successful tenderer, his agents or servants or a carrier or in the joint possession of the successful tenderer, his agent or servants and the Owner, his agents or servants shall remain in every respect at the risk of successful tenderer until their actual delivery to the authorized representative or designated officers at all offices, at the stipulated place or destination or where so provided in the acceptance of offer. The successful tenderer shall be solely responsible for all loss, destructions, damage or deterioration of or to the stores from any cause whatsoever, while the stores after approval by the Inspection Agency are awaiting despatch or delivery or are in the course of transit from the successful tenderer to the Owner, as the case may be.

15. TRANSFER, SUB-LETTING/ASSIGNMENT/SUB-CONTRACTING

- a. The successful tenderer shall not sublet, transfer or assign this order/contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of the Owner. In the event of successful tenderer sub-letting, transferring or assigning this order/contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the Owner shall be entitled to cancel the order/contract and to purchase the stores from elsewhere at risk and costs of the successful tenderer and the successful tenderer shall be liable for any loss or damage which the Owner may sustain in consequence of, or arising out of such risk purchase.
- b. If the successful tenderer is an individual or a proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the owner is satisfied that the legal representative of the individual successful tenderer or the proprietor of proprietary concern and in the case of partnership, surviving partners are capable of carrying out and completing the Order/Contract, the Owner shall be entitled to cancel the Order/Contract as to its incomplete and without being in any way liable to payment of any compensation to the estate of successful tenderer and/or to the surviving partners of the successful tenderer's/successful tenderer's firm on account of the cancellation of the order/contract.
- c. Terms and Conditions shall not get affected in case of merger/amalgamation/re-arrangement/takeover etc.
- d. The decision of the Owner that the legal representatives of the deceased successful tenderer or surviving partners of the successful tenderer's/successful tenderer's firm cannot carry out and complete the order/contract shall be final and binding on the parties hereto.

16. RECOVERY OF SUMS DUE

It is also agreed and understood that for the purpose of calculating the damages recoverable, it will be assumed that the contract continued to remain valid even after expiry of the contract period and the owner shall be entitled to recover such sums from any sum including the supply and performance guarantee, then due or when at any time thereafter may become due from the successful tenderer under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the successful tenderer shall pay to BPCL on demand the balance remaining due.

17. FORCE MAJEURE

(A) Definition: The term “Force Majeure” means any event or circumstance or combination of events or circumstances that affects the performance by the successful tenderer of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the successful tenderer's reasonable control

and were not reasonably foreseeable and the effects of which the successful tenderer could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. **Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause**

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

(B) Notice and Reporting:

- (i) The Successful tenderer shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify the BPCL in writing of such event of Force Majeure and provide the following information:
 - (a) Reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
 - (b) such date of commencement and an estimate of the period of time required to enable the successful tenderer to resume full performance of its obligations; and
 - (c) all relevant information relating to the Force Majeure and full details of the measures the successful tenderer is taking to overcome or circumvent such Force Majeure.
- (ii) The Successful tenderer shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure

access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

(C) Mitigation Responsibility:

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

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

- (i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and
- (ii) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.
- (iii) In the event of any shortfall in the delivery of the DPRs due to occurrence of a force majeure event for a continuous period of 30 (thirty) days or more, Corporation may solely at their discretion reduce the total contracted quantity, to the extent of the quantities of DPRs which were required to be supplied during the existence of the force majeure conditions on a prorata basis, and the successful tenderer shall not be entitled to claim any damages from the Corporation on account thereof. Nor the Corporation shall be entitled to claim damages from the successful tenderer on account

of non-delivery of such DPRs pruned from the total contracted quantity

(E) Force Majeure Events Exceeding 60 Days

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

18. COMPLIANCE OF REGULATIONS

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

19. INDEMNIFICATION

Successful tenderer shall fully indemnify and keep indemnified the Owner against all claims of whatsoever nature arising during the course and out of the execution of this Order/Contract.

20. SETTLEMENT OF DISPUTES

- a. Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by Owner, subject to written appeal by the successful tenderer to the Owner, whose decision shall be final.
- b. Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- c. The successful tenderer shall continue to perform the Order/Contract, pending settlement of dispute(s).

21. ARBITRATION

- a) Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set-off or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement other than those in respect of which, the decision of any person is, by the purchase order or Agreement, expressed to be final and binding, shall be referred to the sole arbitration of the Director (Marketing) of the Corporation who may either himself act as the arbitrator or nominate some other Officer of the Corporation, irrespective of his relationship with the corporation, to act as the Arbitrator.
- b) It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the

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Corporation. The successful tenderer will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer and/or shareholder of the Corporation.

- c) In the event of the Arbitrator to whom the matter is originally referred to being transferred, he shall be entitled to continue with the Arbitration proceedings notwithstanding his transfer, unless the Director (Marketing) at the time of such transfer or at any time thereafter, designate another person to act as Arbitrator in his place in accordance with the terms of this agreement.
- d) In the event of the Arbitrator to whom the matter is originally referred, vacating his office or being unable 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 arbitrator in accordance with the terms of this agreement.
- e) The Arbitrator newly appointed by the Director (Marketing) under clause (c) or under clause (d) above shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- f) It is an express 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. If for any reason Director (Marketing) is unable or unwilling or refuses or fails to act as Arbitrator or nominate an Arbitrator then the Matter in dispute shall not be referred to Arbitration at all.
- g) The language of the proceedings will be English and the place of proceedings will be Mumbai.
- h) The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act , 1996 or any statutory modification or re-enactment thereof and the rules made there under 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 as required under the law.
- 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 or any subsequent amendment thereof, including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- k) The party against whom the arbitration proceedings have been initiated , that is to say, the respondent in the proceeding, shall be entitled to prefer a cross – claim, counter-claim or set-off before the arbitrator in respect of any matter in issue arising out of or in relation to the agreement without seeking a formal reference for arbitration to the Director (Marketing) for such counter-claim, cross-claim, or set-off and the arbitrator

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shall be entitled to consider and deal with the same as if the matters arising there from have 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 on the opinion taken from such person.
- 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. The arbitrator shall be entitled to direct anyone 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 Arbitrator's expenses whenever called upon to do so.
- n) The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone.

22. NON WAIVER

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

23. COMPLIANCE OF REGULATIONS

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

24. CANCELLATION :

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

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- The vendor fails to comply with the terms of this purchase order/contract.
 - The vendor becomes bankrupt or goes into liquidation.
 - The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
 - The vendor makes a general assignment for the benefit of creditors.
 - A receiver is appointed for any of the property owned by the vendor.
- b) Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this-event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 10 as aforesaid.

25. JURISDICTION

The parties hereby agree that the courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the concerned courts in the aforesaid city only.

26. VALIDITY OF THE CONTRACT

The total requirement shown in this contract is for the **delivery period quoted by the successful tenderer but not exceeding 60 (sixty) days** from the date of placement of Lol (excluding the date of Lol).

In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

Delivery Particulars**1. Delivery Addresses**

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

SR. NO.	NAME & ADDRESS	PH.NO. (DIRECT)	PH.NO.(BOARD)/ FAX NO.
1.	Western Region : 1. Mr. M. V. Shenoy Sr. Manager (Ben.Admin.), West 2. Ms. Shilpa Joshi Bharat Petroleum Corpn. Ltd. Bharat Bhavan II, 4th Floor HRS West Dept. 4&6 Currimbhoy Road Ballard Estate MUMBAI 400 001.	022-22713655 9987084484 022-22714404	022 – 22713000/4000 Fax No. 022 - 22713637
2	Mumbai Refinery : 1.Mr. Krishna Sankar RS Sr. Mgr. (Ben. Admin), Refinery 2. Ms. Rekha Mahale Dy. Manager (Ben.Admin.) Bharat Petroleum Corpn. Ltd. Benefits Admin. Section Refinery, Mahul MUMBAI 400 074.	022 - 25533060 9820973324 25533064 9869488057	022 – 25543151 Extn. 3060 022 - 25533063 Fax No. 022 - 25548822
3.	Kochi Refinery 1Mr. R Sarangakumar Manager (Ben. Admin) 2. Mr. Vishal Chacko Officer (HR) Bharat Petroleum Corpn. Ltd. POST BAG No.2, Ambalamugal Ernakulam, Kerala – 682302	0484-2821440 09446093716 0484-2821442 09895034339	0484-2722061 Extn. 1440 0484-2821490(F) 0484-2722061 Extn. 1442 0484-2821490(F)

SR. NO.	NAME & ADDRESS	PH.NO. (DIRECT)	PH.NO.(BOARD)/ FAX NO.
4.	Northern Region : 1.Mr. Mukesh Nangia Sr.Manager (Ben. Admin), North 2.Ms.Kamaldeep Bharat Petroleum Corpn.Ltd. Plot No.5&6, Sector-1 Noida (U.P.) 201 301.	0120-24744444 9818290851 01202474505	95120-24744508 95120-2532411 2532413
5.	Southern Region : 1. Ms. T. A. Manjula Mgr. Ben Admin (SR) 2. R Narayanan Deputy Manager – Ben-Admin (South) Bharat Petroleum Corpn.Ltd. No.1, Ranganathan Gardens Off 11th Main Road Anna Nagar CHENNAI 600 040.	044-26142197 9940495985 044-26142169	44-26216869 044-26214733 (F)
6.	Eastern Region : 1.Mr. Amit Bhadra Dy. Manager (Ben. Admin.), East 2.Mr. Jiten Chakraborty Bharat Petroleum Corpn.Ltd. Bharat Bhavan Plot No. 31 KIT Scheme No. 118 Prince Gulam Mohd Shah Road Golf Green KOLKATTA 700 001.	033-24293050 9830084900 033-24293114 9830273917	033-24293050 033-24293145 (F)

2. Delivery Acknowledgement

Successful tenderer shall have to obtain the delivery acknowledgement against delivering the material, in the following format:

BHARAT PETROLEUM CORP. LTD.

Supply & Distribution of Gold Medallion for BPCL employees on successful completion of years in service.

[Gold Medallion of 5 gms, 10 gms, 20 gms, 25gms] Date: ___/___/_____

BPCL OFFICE ADDRESS: _____

Name and Designation of authorized/nominated officer-in-charge: _____

Name and Designation of Successful tenderer's representative: _____

Sl. No.	5 gm	10 gm	20 gm	25 gm
Name of the authorized/nominated officer – in charge as per the authorised list (Annexure IV)				
Staff No.				
Sl. No. of Gold Medallion				
No. of Gold Medallion (5/10/20/25gms)				
Number of the Assayer Certificate for each Gold Medallion supplied.				

(To be filled in Duplicate. Duplicate to be retained by the office/location for record. Original copy to be sent to CPO (Mktg.), Sewree, Mumbai for reconciliation of account along with the Assayer Certificate copy)

Total Weight of Gold Medallions supplied: _____ (in figures) _____
(in words) (based on number of 5/10/20 & 25 gms)

Signature by authorized/nominated officer-in-charge:

Signature: Name: Emp. No. : Date : Office:

Counter Signature of the Successful tenderer's representative:

Signature: Name : Designation : Date : Office :

**Format for Bank Guarantee in Lieu of Advance Payment
(To be stamped in accordance with stamp Act)**

Ref. _____
Bank Guarantee No. _____
Date _____

To

**BHARAT PETROLEUM CORP. LTD.
A INSTALLATION,
SEWREE(EAST),
MUMBAI -400015.**

Dear Sirs,

In consideration of BHARAT PETROLEUM CORPORATION LIMITED, (hereinafter referred to as the 'Owner', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....(hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Purchase Order No.....dated.....and the same having been acknowledged by the Supplier, resulting in a Contract bearing No dated..... valued at.....for.....(*scope of work*).....(hereinafter called the 'Contract') and the Owner having agreed to make an advance payment to the Supplier for performance of the above Contract amounting to(*in words and figures*) as an advance against Bank Guarantee to be furnished by the Supplier.

We.....

(*Name of the Bank*)

having its Head Office at and one of its branch offices at (*address of the branch office*) (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, immediately on demand any or, all monies payable by the Supplier to the extent ofas aforesaid at any time upto and including.....@..... without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We

agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Supplier. The Owner shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Supplier or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing, whatsoever, which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Owner may have in relation to the Supplier's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to and it shall remain in force upto and including@.....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....on whose behalf this guarantee has been given.

Dated this..... day of20.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per
Power of Attorney No. _____
Date: _____

- Note : (i) The bank guarantee shall be issued by (1) a Public Sector Bank or (2) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crores or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or (3) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by reputed rating agency.
- (ii) In case the successful Bidder is a Scheduled Bank, the bank guarantee would have to be issued by a Bank, other than the Bidder.
- (iii) The non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the Bank Guarantee.