

CENTRAL PROCUREMENT ORGANISATION (MKTG)

BHARAT PETROLEUM CORPORATION LIMITED

A INSTALLATION, SEWREE FORT ROAD

SEWREE (E), MUMBAI - 400 015



OPEN TENDER

SUPPLY AND ERECTION OF HIGH MAST EMBLEMS FOR RETAIL

OUTLETS

Tender No. : CRFQ -1000277407

(E-tender System No.23039)

Tender for Supply and Erection of High Mast Emblems for the FY 2017-18 –Invitation of Techno-Commercial Bid and Price Bid

1. Bharat Petroleum Corporation Limited is a Fortune 500 Navratna PSU engaged in manufacturing and Marketing of diverse range of Petroleum Products.

Our Retail SBU markets various petroleum products through our Retail Outlets across India.

2. BPCL intends to procure 733 Nos. of High Mast Emblems (Signage) for our retail outlets and pleased to invite your bids in two parts viz. Techno-Commercial Bid (Part A) and Price Bid (Part B) for supply and erection of High Mast Emblems for our retail outlets for FY 2017-18
3. This is an e-tender. Please visit the website <https://bpclproc.in> for participating in this tender process and submitting your Techno-commercial and Price bids online.
4. Estimated Quantity:

<u>Region</u>	Coastal	Inland	Total
<u>Northern Region (NR)</u>	0	210	210
<u>Eastern Region (ER)</u>	21	142	163
<u>Southern Region (SR)</u>	19	191	210
<u>WR except Maharashtra</u>	12	98	110
<u>WR - Maharashtra Except Mumbai</u>	3	32	35
<u>WR – Mumbai</u>	2	3	5
TOTAL	57	676	733

5. The attached tender document consists of the following

Part A: Techno-Commercial Bid (other than Price Bid).

- a) Bid-qualification Criteria (**Annexure I**)
- b) General Purchase Conditions (**Annexure II**)
- c) Special Purchase Conditions (**Annexure III**)
- d) Technical Specifications (**Annexure IV**)
- e) Quality Assurance Plan (**Annexure V**)
- f) Drawings (**Annexure VI**)
- g) General Instructions to bidders for E-Tendering (**Annexure VII**)
- h) Proforma of Integrity Pact (**Annexure VIII**)
- i) Techno-commercial and other details (**Annexure IX**)
- j) Declaration - Relationship with Directors (**Annexure X**)
- k) GST Registration Details (**Annexure XI**)

The Vendors shall also be in a position to produce further information as and when required by BPCL.

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

Part B: Price Bid

Vendors have to submit Price Bids online.

6. BPCL desires allocation of job to three Vendors in the ratio of 70:20:10 on L1, L2 & L3 quote basis for all India requirements
7. Tenderers shall also have to essentially sign an **Integrity Pact (IP)** for participating in this tender, as per the proforma mentioned in point (5 h) above.
8. All the tender documents and Annexures, Techno-commercial and other details and Price Bids shall be required to be digitally signed with a class IIB or above digital signature by the authorized 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.

9. Online submission of the tender under the digital signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions
10. **EMD: EMD of Rs.750,000/- (Rs. 7.5 Lakhs only)** is required to be submitted if applicable in physical form (by the 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) at our office in a sealed cover addressed to Procurement Leader (Group 4), with following boldly super-scribed on the outer cover
 - CRFQ number
 - Item
 - Closing date/Time
 - 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 (CPO),
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.

Bid received without the EMD if applicable is liable to be rejected.

EXEMPTION FROM EARNEST MONEY DEPOSIT:

Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises

Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit.

11. **Pre-bid meeting for the tender will be held on 31.03.2017 commencing at 11.00 Hrs. IST at the following address.**

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

Vendors can start bidding after pre-bid meeting.

12. The vendors who are currently on BPCL s Holiday List will not be considered.
13. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. BPCL is also not bound to accept the lowest Bid.
14. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.
15. BPCL reserves the right to change the quantity (increase/decrease) tendered.
16. BPCL's decision on any matter regarding short listing of Vendors shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.
17. BPCL reserves the right to accept/ reject any or all the Bids at their sole discretion without assigning any reason whatsoever.
18. Forming Cartel and quoting rates in groups would disqualify the supplier.
19. Bids submitted after the due date and time as mentioned above, or not in the prescribed format is liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/or other documents to be uploaded online. No claims on this account shall be entertained.

20. Based on the information and documents submitted, the parties who are found to be techno-commercially eligible shall qualify for the next round of the tender viz. price bid. The results of this qualification round shall be intimated to the tenderer by email.
21. 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.

Sd/-

Anil Ahir

Procurement Leader

Part A: Techno-commercial Bid

Annexure I

Bid-qualification Criteria:

1. **Established Fabricator and Erector:** Vendor should be an established Fabricator and Erector of any signage at a height more than 10 Meters.

Documents required:

- a) The certificate from approved TPIA (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITS IPL / MECON / ICSPL/ BVIS) establishing and certifying the above after a visit to bidder’s factory / fabrication site.
2. **Supplying Capacity:** The vendors should have supplied and erected at-least 51 signage at a height more than 10 Meters for Oil Marketing Companies in India (BPCL, IOCL, HPCL, Reliance, Essar and Shell) and/or to major customers like Municipal Corporations, PWD, NHAI etc. during any continuous 12 months period in the last 7 years from the due date of bid submission.

Documents required:

- a) List of invoices of any continuous 12 months period in the last 7 years from the due date of bid submission with the corresponding Purchase Orders totaling to at least 51 nos. of signage at a height more than 10 Meters. The price part of the documents can be blanked out if the vendor so desires.
- b) The certificate from a practicing chartered accountant or approved TPIA (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITS IPL / MECON / ICSPL/BVIS) verifying and confirming the documents mentioned in point a) above. The certificate should be in the following format.

Sr.	Invoice No.	Invoice date	Quantity Supplied (nos.)	Sold-to-party	Purchase order no. issued by the buyer, if any

The afore-mentioned list should be certified as “List verified against the original documents and found true. Invoices clearly indicate that equipment is manufactured by the bidder” by a practicing chartered accountant or an approved TPIA (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITS IPL / MECON / ICSPL/BVIS) after verifying and confirming the original documents listed therein.

3. **Financial Capacity:**
 - i. The vendor should have achieved a minimum average annual financial turnover of **Rs. 5.64 Crores** as per their Audited Balance Sheet and Profit & Loss account in the last three

accounting years prior to due date of bid submission (**Financial Accounting years 2013-14, 2014-15 and 2015-16**).

- ii. Net worth of the vendor should be positive in the last accounting year (2015-16). The Net worth is defined as TOTAL ASSETS MINUS TOTAL LIABILITIES.

Documents required:

- a) Audited Balance Sheets and Profit & Loss accounts of the vendor for the previous three financial accounting years (**2013-14, 2014-15 and 2015-16**) prior to the due date of bid submission (English language only).

4. **Past performance :**

Bidders should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOP&NG debarring them from carrying on business dealings with the BPCL/ MOP&NG or serving a banning order by another Oil PSE. If this declaration is found to be false, BPCL shall have the right to reject bidder's offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

Documents Required: A declaration by bidder indicating that they are not on holiday list by BPCL / MOP&NG or another Oil PSUs as on due date of bid submission anywhere in the country.

Annexure II

General Purchase Conditions

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

I N D E X

1. DEFINITIONS
2. REFERENCE FOR DOCUMENTATION
3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
4. LANGUAGE OF BID
5. PRICE
6. TAXES AND DUTIES
7. INSPECTION
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9. INDIAN AGENT COMMISSION
10. ORDER AWARD / EVALUATION CRITERIA
11. CONFIRMATION OF ORDER
12. PAYMENT TERMS
13. GUARANTEE/WARRANTY
14. PERFORMANCE BANK GUARANTEE
15. PACKING & MARKING
16. DELIVERY
17. UNLOADING AND STACKING
18. TRANSIT INSURANCE
19. VALIDITY OF OFFER
20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE
21. RISK PURCHASE CLAUSE
22. FORCE MAJEURE CLAUSE
23. ARBITRATION CLAUSE
24. INTEGRITY PACT (IP)
25. RECOVERY OF SUMS DUE
26. CONFIDENTIALITY OF TECHNICAL INFORMATION
27. PATENTS & ROYALTIES
28. LIABILITY CLAUSE
29. COMPLIANCE OF REGULATIONS
30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT
31. NON-WAIVER
32. NEW & UNUSED MATERIAL
33. PURCHASE PREFERENCE CLAUSE
34. CANCELLATION
35. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION
36. ASSIGNMENT
37. GOVERNING LAW
38. AMENDMENT
39. SPECIAL PURCHASE CONDITIONS
40. NOTICES
41. POLICY ON HOLIDAY LISTING

GENERAL PURCHASE CONDITIONS

1. DEFINITIONS:

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

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

2. REFERENCE FOR DOCUMENTATION:

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

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

4. LANGUAGE:

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

5. PRICE:

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

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

6. TAXES AND DUTIES:

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

6.1. EXCISE DUTY:

6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor's account.

6.1.2. In case Excise Duty is not applicable at present: Excise duty due to change in turn over is not payable. If applicable in future, the same will be borne by vendor.

6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.

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

6.2. SALES TAX/ VAT/GST:

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

6.2.2. Input VAT Credit may be claimed by BPCL, wherever applicable. Vendor shall submit the TAX invoice.

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

Name, address and registration number of the service provider
Name and address of person receiving taxable service
Description, classification and value of taxable service provided
Service Tax Payable

6.4 FREIGHT AND OCTROI:

6.4.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.

6.4.2. Octroi and entry taxes, if any, shall be invoiced separately and shall be re-imbursed by BPCL at actuals after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

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

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

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

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

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

7. INSPECTION:

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

7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/ GLISPL/ IRS/ DNV/ LRIS/ EIL/ TATA Projects/ PDIL/ ULIPL/ RITES LTD/ ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.

7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/ scope of inspection provided alongwith the Tender Enquiry/Purchase Order.

7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/ inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.

7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. SHIPPING:

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

The bills of lading should be made out in favour of 'Bharat Petroleum Corporation Limited or order'.

All columns in the body of the Bill of Lading namely marks and nos., material description, weight particulars etc., should be uniform and accurate and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount etc. clearly and separately. The net total freight payable shall be shown at the bottom.

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Government of India

Consignee: Bharat Petroleum Corporation Limited

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

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

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

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

<u>Documents</u>	<u>BPCL (Mumbai)</u>
Bill of Lading	4 (including 1 original)
Invoice	4
Packing List	4
Freight Memo	4
Country of Origin Certificate	4
Third party inspection certificate	4
Drawing	4
Catalogue	4
Invoice of Third Party	4

for inspection charges whenever applicable.

9. INDIAN AGENT COMMISSION:

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

10. ORDER AWARD/ EVALUATION CRITERIA:

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

11. CONFIRMATION OF ORDER:

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

12. PAYMENT TERMS:

12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.

12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.

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

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

13. GUARANTEE/ WARRANTY:

13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.

13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.

13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.

13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEES:

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

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

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

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

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

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

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

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

15. PACKING & MARKING:

15.1 PACKING:

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

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

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

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

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

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

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

15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.

15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

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

15.1.8 All delicate surfaces on equipment/ materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.

15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.

15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.

15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.

15.1.12 Wherever required, equipment/ materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.

15.1.13 Pipes shall be packed as under:

- (a) Upto 50mm NB in wooden cases/ crates.
- (b) Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
- (c) Above 100mm NB in loose.

15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.

15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing. In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.

15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.

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

15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.

All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" both in English/ Hindi Languages.

In the case of imports, a distinct colour splash in say red black around each package crate/ bundle shall be given for identification.

15.1.19 Along with the packed material, supplier should attach material list, manuals/instructions and also the Inspection certificate/ release note, wherever applicable.

15.2. MARKING: The following details to be written on the side face of packing:

- a) Purchase Order Number
- b) Vendor Name
- c) Batch no with manufacturing date
- d) Procedure (in brief) for handling
- e) Date of dispatch etc.

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

BHARAT PETROLEUM CORPORATION LIMITED

(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corporation Limited
(With detailed address as given in Special Purchase Conditions)

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

NOTE:

Marking shall be bold - minimum letter height 5 cm. For every order and every shipment, packages must be marked with serial progressive numbering.

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

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

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

16. DELIVERY:

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.
- 17. UNLOADING AND STACKING:**
Unloading and stacking will be arranged by BPCL. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action.
- 18. TRANSIT INSURANCE:**
Unless otherwise mentioned,
- 18.1. Transit Insurance shall be in the vendor's scope in the case of inland transportation of goods.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Limited, (with detailed address as given in Special Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.
- 19. VALIDITY OF OFFER:**
The rates quoted against this tender shall be valid for a period of 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.
- 20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:**
- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).

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

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

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

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

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

21. RISK PURCHASE CLAUSE:

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

22. FORCE MAJEURE CLAUSE:

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

- (a) 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;
- (b) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;

- (c) epidemic, plague or quarantine;
- (d) air crash, shipwreck, or train wreck;
- (e) 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;
- (f) radioactive contamination or ionizing radiation;

(B) Notice and Reporting:

- (i) The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify BPCL in writing of such event of Force Majeure and provide the following information:
 - (a) Reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
 - (b) Such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and
 - (c) All relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.
- (ii) The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

(C) Mitigation Responsibility:

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

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

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

(E) Force Majeure Events Exceeding 60 Days: If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 60 consecutive days, then BPCL shall have

the right to terminate this agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.

23. ARBITRATION CLAUSE:

- 23.1. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL / Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director (Marketing) / Director (HR) / Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.
- 23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.
- 23.4. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.
- 23.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- 23.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone.
- 23.7. SETTLEMENT OF DISPUTE BETWEEN GOVERNMENT DEPARTMENT/ PUBLIC SECTOR UNDERTAKINGS IN A PURCHASE OR SERVICE CONTRACT

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the

Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

24. INTEGRITY PACT (IP):

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

25. RECOVERY OF SUMS DUE:

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

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

27. PATENTS & ROYALTIES:

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

28. LIABILITY CLAUSE:

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

29. COMPLIANCE OF REGULATIONS:

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

30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

31. NON-WAIVER:

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

32. NEW & UNUSED MATERIAL:

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

33. PURCHASE PREFERENCE CLAUSE:

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

Owner reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L-1 Vendor at the time of evaluation of the price bid.

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

Notarized copy of all the pages of the EM-II certificate issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012.

Vendor's declaration on a duly notarized Rs.100 stamp paper stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.

34. CANCELLATION:

- 34.1. BPCL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if.
- 34.1.1. The vendor fails to comply with the terms of this purchase order/contract.
- 34.1.2. The vendor becomes bankrupt or goes into liquidation.
- 34.1.3. The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
- 34.1.4. The vendor makes a general assignment for the benefit of creditors.
- 34.1.5. A receiver is appointed for any of the property owned by the vendor.
- 34.2. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this-event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 20.3.1 as aforesaid.

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

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

36. ASSIGNMENT:

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

37. GOVERNING LAW:

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

38. AMENDMENT:

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

39. SPECIAL PURCHASE CONDITIONS:

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

40. NOTICES:

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

41. POLICY ON HOLIDAY LISTING:

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

BPCL

VENDOR

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

PERFORMANCE BANK GUARANTEE
(On Non-judicial paper for appropriate value)

To,
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

- (i) This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of

This date shall be 6 months from the last date of guarantee period.

- (ii) This Guarantee/ Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

- (iii) The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

- (iv) This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- (vi) The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

Annexure III

Special Purchase Conditions

I. PERIOD OF CONTRACT AND QUANTITY: Estimated requirement High Mast Emblem is for FY 2017-18.

Since requirements are estimates and not actual demand, BPCL reserves the right to procure 20% additional quantity over and above the estimated quantity under the same terms and conditions, either during the contract validity period or by extending contract validity period further up to six months.

Please note that quantity depicted in the table is only likely indication of our requirement. Region-wise procurement might vary depending upon actual demand during the tender period and shall be re-allocated between various regions and locations for the same vendor based on actual requirement. Further, it may be noted that the requirement shall be evenly distributed for the entire one year.

II. QUANTITY ALLOCATION /DISTRIBUTION AND EVALUATION:

<u>Region</u>	<u>Coastal</u>	<u>Inland</u>	<u>Total</u>
<u>Northern Region (NR)</u>	0	210	210
<u>Eastern Region (ER)</u>	21	142	163
<u>Southern Region (SR)</u>	19	191	210
<u>WR except Maharashtra</u>	12	98	110
<u>WR - Maharashtra Except Mumbai</u>	3	32	35
<u>WR - Mumbai</u>	2	3	5
TOTAL	57	676	733

BPCL desires allocation of job to three Vendors in the ratio of 70:20:10 (513:147:73 Nos.) on L1, L2 & L3 quote basis for all India requirements of HMEs.

Net Landed price means total cost of material i.e. Basic price plus p&f, freight, inspection charges, erection charges and taxes and duties, vat and service tax set-off.

Cenvat Set-off, and Service Tax-set off rates will be considered as on tender due date if applicable. However, if vendor is a manufacturer in Maharashtra and supplying High Mast Emblems in Maharashtra, they are entitled for 100% VAT set-off as per Maharashtra Sales Tax rules.

For evaluation purpose, Octroi charges will be considered for supplies in Mumbai only. However Octroi charges, if applicable, will be re-imbursed against the submission of original documentary evidence for proof of payment of the related octroi.

Vendors are required to quote lumpsum amounts for Freight, TPIA and Erection charges. Vendors have to show Service Tax separately for freight, TPIA and Erection charges if applicable.

IV MICRO OR SMALL ENTERPRISE VENDOR

A. Allocation to MSE:

In case a bidder registered as MSE quotes within price band of L1+15 percent, such MSE shall also be allowed to supply a portion of the requirement by bringing down their price to L1 price where L1 price is from someone other than a Micro and Small Enterprise. Such MSE shall be allowed to supply 20 % of total tendered value.

In case of more than one such MSE qualify as above, the supply upto 20 % shall be shared proportionately. Further, if L1/L2 happens to be an MSE, the entire quantity (80:20) shall be awarded to the MSE vendor without any share to other MSE vendors.

B. Criteria for qualification of Micro or Small Enterprise Vendor:

- i) Public Procurement Policy applies to Micro and Small Enterprises (MSE) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- ii) **INDEMNITY BY MSE:** The bidder will have to offer and supply the entire tendered quantity from the PLANT having MSE Certification and also Indemnify BPCL in this regard on a Rs. 100 Stamp Paper. The Original Indemnity Bond needs to be furnished to BPCL at the time of award of contract.

In order to qualify as MSE, bidder has to submit / upload following document/s in support their claim In Techno-commercial Details duly certified by Practicing Chartered Accountant (or) from one of the BPCL approved TPIAs (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / ITSIPL / MECON / ICSPL/BVIS)

- a) MSE Registration document i.e Entrepreneur Memorandum part 2 (EM-2) approved by District industries Centre or any authorities as mentioned in point (i) above.

Above clause is in continuation with our Annexure II – General Purchase Conditions – Clause 33.

V. Technical specifications – ACM:

Successful bidders will have to provide manufacturers test certificate for ACM which will necessarily include batch number and should be related to their purchase orders placed on ACM manufacturer for traceability. This test report should be made available to **TPIA** and **BPCL** as well.

VI. Prototype:

Successful bidder has to develop prototype complete in all respects as per tender specifications and drawings within one month (approx) from the date of receipt of LOI. The completed prototype would be inspected for its quality accuracy, specifications & overall aesthetics by BPCL. Prototype development shall be limited to one High Mast Emblem. Manufacturing against the call-offs will start only after prototype approval.

This is applicable only to those bidders who have not supplied High Mast Emblems to BPCL against our regular orders.

- VII. Inspection at Factory:** High Masts will be inspected by Third Party Inspection Agencies LRIS /IRS /DNV / EIL/UL/ BV/ TATA PROJECTS/ ITSIPL/ PDIL/ GLISPL/ SGS/ MECON ENGG / RITES/ ICS.) The inspection shall be done in line with the Technical Specifications, Quality assurance plans and all the terms of the tender. The successful tenderer will have to liaise with the above inspection agencies from time to time for the necessary inspection of the High Masts prior to dispatch, Arranging & providing inspection facilities, liasoning with the TPIAs, etc. shall entirely be the responsibility of the successful tenderer and in no way should affect the delivery schedule. The successful tenderer shall engage, employ the TPIA at their own cost.
- VIII. Inspection at Site:** Inspection at Site will be done by BPCL Construction Group / Territory Engineers for Foundation / Assembling and Erection in Line with Technical Specifications, Quality Assurance Plan and all the terms of the Tender. The successful tenderer will have to liaise with the above BPCL officials during Foundation and Erection of High Mast at Site. Copy of Inspection Report to be submitted along with Bill for each site.
- IX. Marking/ labeling:** Marking/ labeling: for identification/ traceability, each High Mast Signage should be embossed (or name plate to be provided) with following details.
- (a) Name of the manufacturer/supplier
 - (b) Purchase order no. & date
 - (c) Date of manufacturing
 - (d) Make of ACM used (e) Batch number.
- X.** Each consignment is to be supported with a copy of the TPIA reports of respective batch.
- XI. Delivery:** Vendor shall be able to supply minimum 45 nos. of HMEs per month from the date of issuance of LOI/PO .
- XII.** For design of the Foundations, the successful tenderer has to determine the Safe bearing Capacity of the soil at each site. Based on this input, the foundations have to be designed. The foundation design and the report on the Safe bearing capacity at each site has to be submitted to the pertinent BPCL office prior to execution of the work at site.
- XIII.** The standards wherever mentioned in the Technical specifications for High Mast towers shall be strictly adhered to. And wherever necessary the requisite certificate or documental proof shall be submitted as requested by BPCL.
- XIV. Integrity pact (IP):**
Integrity pact (IP) is a pact between BPCL (as a purchaser) on one hand and the prospective bidder on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in the purchasing activities of the corporation.

It is mandatory to sign and return our **pre-signed IP document** (with two numbers of witnesses, place & date). This document is essential for binding.

- A. Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidders failure to return the **IP** duly signed along-with the bid documents shall result in the bid not being considered for further evaluation and liable to be rejected.
- B. If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from bidder liquidated damages amount by forfeiting the EMD/ Bid Security as per provisions of the integrity pact.
- C. 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 liquidated damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee as per provisions of the integrity pact.
- D. Bidders may raise disputes/ complaints, if any, with the nominated independent external monitor (IEM) as under:

1	Name of IEM	Shri Brahm Dutt
2	IEM address	C-II/2282, VASANT KUNJ, New Delhi - 110070
3	IEM mobile no	09871920282
4	Name of procuring officer	Payal Agarwal
5	Procuring officer office address	BPCL, A Installation, Sewree Fort Road, Sewree(E), Mumbai 400015.
6	Procuring officer landline number	24176395
7	Procuring officer Cell No.	09833085881

For details, please refer enclosed **IP** pact document in the tender.

- XV. All the tender documents and Annexures, BQC Techno-commercial and other Details, Price Bids and declaration forms as well as all uploaded documents shall form the part of the tender. Techno-commercial details, declaration forms and Price Bid will be online only. The details of the e-tender process are enclosed as **Annexure VII**.

Offers should strictly be in accordance with the tender terms & conditions and our specifications. Tenderers are requested to carefully study all the documents/annexures and understand the conditions, specifications 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.

The general **process for submitting the bid** is as follows:

- i. Accept the contents of all the following Annexure in toto by clicking on the button provided on the screen below them:
 - a) Bid-qualification Criteria (**Annexure I**)
 - b) General Purchase Conditions (**Annexure II**)
 - c) Special Purchase Conditions (**Annexure III**)
 - d) Download Technical Specifications (**Annexure IV**),
 - e) QAP (**Annexure V**),
 - f) Drawings of High Mast Emblems (**Annexure VI**)
 - g) General Instructions to bidders for E-Tendering (**Annexure VII**)
 - h) Pre-signed copy of Integrity Pact (**Annexure VIII**)
 - i) Upload a scanned copy (**in pdf or jpg format**) of
 - a. Technical Specifications
 - b. QAP
 - c. Drawings of High Mast Emblems
 - d. Integrity Pact (pre-signed) duly signed and witnessed.

Vendors have to upload a scanned copy (in pdf or jpg format) of the following documents

- a) The certificate from approved TPIA (LRIS /IRS /DNV / EIL/UL/ BV/ TATA PROJECTS/ ITSIPL/ PDIL/ GLISPL/ SGS/ MECON ENGG / RITES/ ICS) establishing and certifying established Fabricator and Erector after a visit to bidder's factory / fabrication site.
- b) Invoices of any continuous 12 months period in the last 7 years from the due date of bid submission with the corresponding Purchase Orders as mentioned in Bid-qualification Criteria.
- c) **The certificate from approved TPIA (LRIS /IRS /DNV / EIL/UL/ BV/ TATA PROJECTS/ ITSIPL/ PDIL/ GLISPL/ SGS/ MECON ENGG / RITES/ ICS) verifying and confirming the documents mentioned in point b) above. The certificate should be in the following format.**

Sr.	Invoice No.	Invoice date	Quantity supplied (nos.)	Sold-to-party	Purchase order no. issued by the buyer, if any

- d) Audited Balance Sheets and Profit & Loss accounts of the vendor for the previous three financial accounting years (**2013-14, 2014-15 and 2015-16**) prior to the due date of bid submission (English language only).

- e) A declaration by bidder indicating that they are not on holiday list by BPCL / MOP&NG or another Oil PSUs as on due date of bid submission anywhere in the country.
- j) Copy of PAN Card
- k) MSE Registration document i.e Entrepreneur Memorandum part 2 (EM-2) approved by District industries Centre or any authorities .
- l) Structural calculations and foundation bolt calculation for the high mast per details mentioned in the Technical Specifications.
- m) Foundation design and drawing for the high mast per details mentioned in the Technical Specifications.
- n) Sample test report of the signage material being used as per details mentioned in the Technical Specifications.
- o) Authorised Fabricator certificate from Full Cube polycarbonate prismatic lens elements retro reflective sheeting manufacturer or its Indian subsidiary per details mentioned in the Technical Specifications.
- p) Vendor's declaration on his letterhead mentioning the name of High Mast Manufacturers for their sourcing and certificate from the High Mast Manufacturer as per details mentioned in the Technical Specifications if vendor is not a manufacturer of High Mast.

Vendors can submit deviation if any in the deviation section provided in the tender with proper justification.

In case no. of pages to be uploaded are more, then the same can also be zipped and uploaded. The supporting documents should be serially numbered and total number of pages uploaded, should be indicated.

XVI. Payment terms:

- a) **Supply portion:** 70% payment shall be released after supply of High Mast Emblem within 30 days from the date of receipt and acceptance of the material at site and balance 30% after completion of erection of High Mast Emblem at site.
- b) **Erection portion:** Payment for erection charges shall be made 100% within 30 days from date of its completion of erection of the High Mast Emblem at site.
BPCL has setup a Business Process Excellence Centre (BPEC) for Vendor Invoice processing.
BPEC will function as a payments factory to receive, digitize and process vendor invoices in a timely and accurate manner. In addition, the centre will receive and account for Bank

Performance Bank Guarantees (PBGs) and Bank Guarantees (BGs). This includes release of retention money/release of PBGs.

THE FOLLOWING DOCUMENTS WILL NEED TO BE SENT TO BPEC

ORIGINAL COMMERCIAL INVOICES (IN TAX INVOICE FORMAT)

Include Supporting Documents for Payments
e.g. Octroi Certificate, Freight Bills, IRN, Test Certificate.

PLEASE QUOTE OUR PURCHASE ORDER (PO) NUMBER & VENDOR CODE NUMBER ON THE INVOICE, MANDATORILY.

- PBGS/ BGS AGAINST RETENTION AND SECURITY DEPOSITS.
- REQUEST FOR RELEASE OF RETENTION MONEYOR RELEASE OF PBG.

PLEASE SEND THESE DOCUMENTS TO THE FOLLOWING ADDRESS FOR PAYMENT PROCESSING:

BUSINESS PROCESS EXCELLENCE CENTRE (BPEC)
4th FLOOR, BPCL OFFICE COMPLEX
PLOT-6, SECTOR-2, BEHIND CIDCO GARDEN
KHARGHAR, NAVI MUMBAI-410210
MAHARASHTRA, INDIA

BG Confirmation :

To expedite BG confirmation process, BPCL has tied up with SBI for implementation of SFMS Bank Guarantee wherein the **vendor has to quote our IFSC code and Account number to bank at the time of BG application based on which SBI will send a swift message confirmation to dedicated email ID of BPEC and the same shall be considered as BG verified by the bank.**

Accordingly vendors/ Contractors shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL Bank confirming the Bank Guarantee as genuine. **BPCL's Bank (SBI) shall in turn send the said SFMS message to BPCL's dedicated email ID basis which BPEC shall consider the said Bank Guarantee as verified by Bank.** After getting the physical BG from the vendor, BPEC Team shall validate the same with the Swift message and shall proceed with the release of payment to vendors which is due against the said Bank Guarantee

Bank Details

Name of Bank: State Bank of India
Branch: CAG Branch, Mumbai
Account No: 11083980831
IFSC Code: SBIN0009995

PLEASE REFER BELOW FOR GUIDELINES ON INVOICES, PBGS AND BGS.

Please note that this does not change the BPCL address that needs to be put on the invoice. The following documents **SHOULD NOT BE SENT to BPEC:**

- ¢ Duplicate copy for Transporter (DFT)
- ¢ User reference manuals
- ¢ Test booklets

These documents should be sent to the procurement location as per the practice in vogue. We further request you to mention your communication details such as Mobile No., e-mail ID suitably on the covering letter/ Invoice. Also, please ensure to include page numbers on each page of the invoice.

The payment status of your invoices can be tracked by you at <https://efp.bpcl.in>

You can self register on the above portal to check the status of invoices and payments. You will continue to receive e-mail update on Vendor Invoice status as per current practice.

If you have any payment related queries, please send them to:
z_vendorhelpdesk@bharatpetroleum.in

You can also call our toll free number at 1800224221 (Monday to Friday during 9-AM to 5-PM, excluding declared holidays).

XVII. Penalty clause for delayed deliveries:

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

- a) Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods (complete in all respects) not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value (supply portion).
- b) Any increase in taxes and duties during delayed delivery period would be to vendors account. However, any decrease in taxes and duties during delayed delivery would be passed on to BPCL.
- c) Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk & cost of the vendor, without prejudice to its right under (a) above in respect of goods delivered.

XVIII. Placement of call-ups against the Rate Contract:

Placement of call-ups against the Rate Contract: Call-offs/ PO shall be placed by by the Regional Roll-holder (Retail SBU)

Vendors have to supply the High Mast Emblems as per call-offs and supply schedule from the Regional Roll-holder (Retail SBU).

Annexure IV

TECHNICAL SPECIFICATION – HIGH MAST EMBLEM

TECHNICAL SPECIFICATION AND DATA SHEET FOR 17 M FIXED HEAD HIGHMAST FOR SIGNAGE SUITABLE FOR 50 M /SEC AND 62.5M/SEC WIND SPEED

1.00 SCOPE

The scope of this specification covers the design, manufacture, transportation, installation, testing and commissioning of the complete Signage, using fixed type of High Mast Towers, including the Civil Foundation Works. The mast shall be designed as per TR. NO-7 High Masts for Lighting and CCTV (2000 edition) - 2000, published by the The Institution of Lighting Engineers, United Kingdom.

2.00 HIGHMAST

2.01 Structure

The High mast shall be of continuously tapered, polygonal cross section, 20 sided, presenting a good and pleasing appearance, assured performance, and reliable service. The top height of mast and signage shall be at 17 m, with A/F dimensions of 200mm at the top and 540 mm at the bottom for wind speed 50m/sec AND 200mm at the top and 610mm at the bottom for wind speed 62.5m/sec.. The plate thickness shall be 5 mm for bottom and 4 mm for top section for wind speed 50m/sec AND 6 mm for bottom and 4 mm for top section for wind speed 62.5m/sec. The mast flange shall have PCD 650 mm, outer diameter 730 mm and thickness 30 mm for 50m/sec AND PCD 730 mm, outer diameter 840 mm and thickness 30 mm for 62.5 m/sec

2.02 Construction

The mast shall be capable of safely withstanding the wind speed of 180 KMPH (50 m/sec) for Inland and 225 KMPH (62.5m/sec) for coastal locations. The mast shall be fabricated from steel plates confirming to BS EN 10025 or equivalent having minimum yield strength of 355 N/Sq. mm and silicon content in steel shall be less than 0.06%, cut and folded to form 20 sided polygonal sections and welded with automatic sub merged arc welding machine.

The 17 metre high mast shall be delivered only in two sections, and shall be joined together by slipstressed-fit method at site. No site welding or bolted joint shall be done on the mast. The High mast shaft shall have only one longitudinal weld without any circumference weld. The minimum overlap distance shall be 1.5 times the diameter at penetration.

The mast shall be provided with full-penetrated flange, which shall be free from any laminations or inclusions. The welded connection of the base flange shall be fully developed to the strength of the entire section. The base flange shall be provided with supplementary gussets between the bolt holes to ensure elimination of helical stress concentration. For the environmental protection of the mast, the entire fabricated mast shall be hot dip galvanized, internally and externally as per BS EN ISO 1461.

The deflection of the mast is to be limited to 1/40 of the height at 2/3 of the design wind speed. There is no need of providing door opening as there is no lowering mechanism to be provided.

3.00 Dynamic Loading for the Mast

The mast structure shall be suitable to sustain an assumed maximum reaction arising from a wind speed of 180 kilometres per hour (50 m/sec) (three second gust) for Inland location AND 225 kilometres per

hour (62.5 m/sec) (three second gust) for coastal location, as laid down by IS: 875/1987 (Part III) and shall be measured at a height of 10 metres above ground level. The design life of the mast shall be minimum of 25 years. Wind excited oscillations shall be damped by the method of construction and adequate allowance shall be made for the related stresses.

4.00 Sign Board

4.01 Fabrication

BPCL Logo Sign will be made using 3 mm. Thick aluminum composite sheets as sign substrate. 2 nos. sheet of size 10ft. x 4 ft. each with vertical butt joint together to form required size.

BPCL logo sign will have 2 side display of BPCL logo and made in retro reflective prismatic grade sheeting confirming to ASTM Type VIII. All letter and emblems will be made on overlay films as specified by original sheeting manufacturer.

All BPCL Logo signboards shall carry a joint warranty in Original duly signed by reflective sheeting manufacturer or it's Indian subsidiary and sign fabricator. The warranty shall specify that the sign would retain 75% of its original reflectivity after 7 years.

Labels would have to be stuck on the back side off all the signs at a convenient place giving the following details:

- Name of manufacturer
- Date of manufacture
- Code of reflective sheeting used.

Logo sign should have a hot dip galvanized back support frame made of 40x40x5 & 37x37x3 angle. The Sign will be permanent fixed on the top of High Mast Pole with the help of galvanized clamps and nuts / bolts and sign board to angle frame with 5 mm diameter stainless steel CSK bolt with nuts.

5.00 Foundations & Foundation Bolts

Foundation bolts set comprising 12 nos. 30 mm diameter for 50m/sec AND 39mm diameter for 62.5m/sec, 850 mm long for 50m/sec AND 1000mm long for 62.5m/sec, 6.8 grade bolts, anchor plate 8 mm thick and template. The exposed portion of the bolts and nuts washers shall be hot dip galvanized. Foundation shall be designed for the reaction arising out of the dynamic loading of the high mast for the actual safe soil bearing at site. RCC foundation shall be with M 20 grade concrete.

6.00 Lightning Finial, Earthing and Earthing Terminals

Suitable earthing terminals using 12 mm diameter galvanised bolts shall be provided at a convenient location on the base of the Mast. One earth pit pipe type as per IS 3043 shall be provided for each mast for lightning protection. One lightning finial is to be provided on top of mast.

7.00 Signage specification:

1. Size of Logo Sign Display : 8 ft x 10 ft each side
2. Display Side : Two Sided Display (BPCL Hindi & English)

3. Type of Display : Full Cube Polycarbonate Retro-reflective Prismatic Lens Type.
4. Reflective Sheeting : Full Cube micro prismatic
5. Sign Substrate : 3mm Thick –ACP
6. Back Support Frame : 40x40x5 & 37x37x3 Angle Frame
7. Warranty of Signs : 7 Yrs -75 % Performance Warranty

The reflective high mast design shall include a two sided logo panel of size 8ft X 10ft each side (as per design) on the top of the high mast. Each of the logo panels shall be fully reflective with retro reflective sheeting pasted on a 3 mm thick Aluminum Composite Panel. The background of the signage elements shall be white retro reflective sheeting and the signage elements shall be as per the design in BPCL approved colors. The signage logo/graphics/letters shall be formed by overlay film of the specified colour i.e. Blue /Yellow.

The retro reflective sheeting shall be *Full Cube* polycarbonate prismatic lens elements retro reflective sheeting with pressure sensitive adhesive and meeting the minimum initial performance requirement for the coefficient of retro reflection as per Values in the Tables below.

Table 1-Minimum coefficient of retro-reflectance (Cd/lux/sq.mtr.)

Table for Minimum Coefficient of Retroreflection-(Candelas / foot candle / square foot)

Type VIII

Observation Angle (In Degrees)	Entrance Angle (In Degrees)	White	Yellow	Green	Red	Blue
0.1°	- 4°	1000	750	100	150	60
0.1°	+30°	460	345	46	69	28
0.2°	- 4°	700	525	70	105	42
0.2°	+30°	325	245	33	49	20
0.5°	- 4°	250	190	25	38	15
0.5°	+30°	115	86	12	17	7

For overlay areas, the coefficient of retro reflection shall be minimum 50% of the performance values mentioned in Table 1 for the respective color.

The above Full Cube polycarbonate prismatic lens elements retro reflective sheeting must carry a 7 year field performance warranty with at least 75% retention of the coefficient of retro reflectance given in Table 1 (all colors and angles mentioned) at the end of 7 years.

The bidders must ensure that the technical bids contain the following documents. Non submittal of all or either of the documents shall lead to disqualification of the bid:

1. Authorised Convertor Certificate issue by the Full Cube polycarbonate prismatic lens elements retro reflective sheeting manufacturer or its Indian subsidiary certifying that the bidder is an Authorized Convertor and has the capability with Dedicated Sign Shop and equipments like CNC Plotter Cutter, Hand Squeeze Roller Applicator, trained Manpower to manufacture retro reflective signages using Full Cube polycarbonate prismatic lens elements retro reflective sheeting. In case the bidder intends to source the signboard from an Authorized Convertor, the same shall be mentioned on the certificate. The certificate must be in original and specific to the tender/work.
2. A certificate from the Full Cube polycarbonate prismatic lens elements retro reflective sheeting manufacturer or its Indian subsidiary of having got the offered Full Cube polycarbonate prismatic lens elements retro reflective sheeting tested at an independent laboratory for various parameters such as coefficient of retro reflection, daytime color and luminance, shrinkage, flexibility, adhesion, outdoor weathering, fungus resistance etc as per various ASTM Test Methods.
3. A copy of the above mentioned test report, signed and stamped by Full Cube polycarbonate prismatic lens elements retro reflective sheeting manufacturer or its Indian subsidiary. The tests should have been conducted within the past 3 years and the report obtained. The test report should mention the offered Type Full Cube polycarbonate prismatic lens elements retro reflective sheeting having passed/failed the tests. Test reports obtained from the internal test labs and on the letterhead of the Full Cube polycarbonate prismatic lens elements retro reflective sheeting manufacturer shall be rejected.
4. A certificate by the Full Cube polycarbonate prismatic lens elements retro reflective sheeting manufacturer or its Indian subsidiary stating that the offered sheeting meets the minimum coefficient of retro reflectance values given in Table 1 (entire table to be mentioned in the certificate) and that the same shall carry a 7 year field performance warranty with at least 75% retention of the coefficient of retro reflectance given in Table 1 (all colours and angles mentioned) at the end of 7 years. The Overlay Film i.e. Blue and Yellow Colour should also carry the above Performance Warranty.

8.00 Documents:

The following documents are to be uploaded with the offer:

1. Structural calculations and foundation bolt calculation for the high mast.
2. Foundation design and drawing for the high mast.
3. Sample and test report of the signage material being used.
4. Authorised converter certificate.
5. Signed copy of the tender documents.

TECHNICAL DATA SHEET (17M HIGH MAST SIGNAGE)

Sr. No.	Description	INLAND (50m/sec)	COASTAL (62.5m/sec)
1.	HIGH MAST STRUCTURE		
a.	Height of the polygonal Mast pole .	17 Meters In Two Sections	17 Meters In Two Sections
b.	MAKE	Any make of HMS pole fulfilling the specification	Any make of HMS pole fulfilling the specification
c.	Material Construction	High Tensile Steel. As per BS-EN 10025 Grade S 355	High Tensile Steel. As per BS-EN 10025 Grade S 355
d.	Material Construction of base plate and other stiffners	IS 2062	IS2062
e.	Minimum plate thickness	Top : 4 mm Bottom : 5 mm	Top : 4 mm Bottom : 6 mm
f.	Cross section of mast in polygon (No. of sides)	20 sides	20 sides
g.	Length of Individual sections (approx.)	Top section : 6620 mm, Bottom section : 10980 mm	Top sections: 6670 mm ,Bottom : 10980 mm
h.	Minimum base dia and top diameter	Top diameter : 200 mm Bottom diameter : 540 mm	Top diameter : 200 mm Bottom diameter : 610 mm
i.	Type of Joints	Telescopic Slip Joint	Telescopic Slip Joint
j.	Metal protection treatment for mast section	Hot dipped galvanized (single dip)	Hot dipped galvanized (single dip)
k.	Thickness of galvanization	As per BS EN ISO 1461	As per BS EN ISO 1461
l.	Base Flange diameter/thickness/PCD	740mm/30 mm/650mm	840mm/30 mm/740mm
m.	Lightening protection finial	As per IS 2309	As per IS 2309
2.	DYNAMIC LOADING AS PREVAILING AT SITE		
a.	Max. wind speed (as per	50 m/sec	62.5 m/sec

	(IS 875-Part III 1987)		
b.	Max. gust speed time	3 seconds	3 seconds
c.	Height above ground level at which these two factors are measure	10 mtrs	10 mtrs
d.	Factor of safety for wind load	1.25	1.25
e.	Factor of safety for other load	1.15	1.15
3.	FOUNDATION DETAILS		
a.	Type of foundation	RCC RAFT footing (M-20)	RCC RAFT footing (M-20)
b.	Size of foundation	As per design and Site Condition	As per design and Site Condition
c.	Design Safety factor	AS PER IS 456	AS PER IS 456
d.	Considered wind pressure	AS PER IS 875	AS PER IS 875
e.	Considered wind speed	50 M/ SEC	62.5 M/ SEC
f.	No. of foundation bolts	12 Nos.	12 Nos.
g.	PCD of foundation bolts	650 mm	740 mm
h.	Type of foundation bolts	6.8 Grade Steel	6.8 Grade Steel
i.	Bolt diameter and length	Dia 30 mm and length 850 mm exposed portion hot dip galvanized	Dia 39 mm and length 1000 mm exposed portion hot dip galvanized
j.	Nuts and Washers	Exposed hot dip galvanized	Exposed hot dip galvanized
k.	Anchor Plate - Thickness/PCD/Finish	8mm/650mm/Red Oxide Primer Coated	8mm/740mm/Red Oxide Primer Coated
4	SIGN BOARD		
a.	Size of Logo Sign Display	10 ft X 8ft	10 ft X 8ft

b.	Display Side	Two Sided Display	Two Sided Display
c.	Reflective Sheeting	Full Cube polycarbonate prismatic lens elements retro reflective sheeting (confirming to ASTM D4956, Type VIII)	Full Cube polycarbonate prismatic lens elements retro reflective sheeting (confirming to ASTM D4956, Type VIII)
d	Approved Makes for retro reflective sheet and transparent overlay sheet:	3M, USA and Avery Dennison, USA	3M, USA and Avery Dennison, USA
e	Sign Substrate	3mm thick aluminium composite material (Eurobond / Alstrong / Fujibond or equivalent).	3mm thick aluminium composite material (Eurobond / Alstrong / Fujibond or equivalent).
f	Side Cover	3mm thick pvdf ACM (Alcoa/Mtsubushi/Alcan)	3mm thick pvdf ACM (Alcoa/Mtsubushi/Alcan)
g	Back Support frame	40x40x5 & 37x37x3 Angle iron frame Hot dip Galvanized.	40x40x5 & 37x37x3 Angle iron frame Hot dip Galvanized.
h	Protection of Frame	Hot dip Galvanized.	Hot dip Galvanized.
i	Fixing of Frame with Pole	Through hot dip galvanized clamps & 12 mm dia Nuts/Bolts	Through hot dip galvanized clamps & 12 mm dia Nuts/Bolts
j	Fixing of board with Frame	Through Stainless Steel AISI 304 Grade 5mm CSK Nuts/Bolts	Through Stainless Steel AISI 304 Grade 5mm CSK Nuts/Bolts
k	Warranty of Signs	7 Years As per MORT&H	7 Years As per MORT&H

Following certificates shall be submitted:

1. The O.E.M Test Certificates for the bought out items and the material at the time of inspection of the mast.
2. Structural Stability Certificate duly certified by an independent agency like Indian Institute of Technology (IIT) or renowned Engineering Institute / Body.
3. In case, the tenderer is not a manufacturer of the High Mast, they shall indicate in their bid the names of the High Mast manufacturers from whom they would source the Mast for this tender and shall also provide a certificate from the Manufacturer that the manufacturer would provide

all the technical assistance, to the tenderer, for assembling & erection of the mast supplied by them. Any change in the source of the supply of high mast, during the execution of the contract, shall be with the prior approval of BPCL.

Annexure V**Quality Assurance Plan**

Scope of Inspection (Quality Assurance Plan – Third Party Inspection at Factory and Inspection at Site by BPCL) are attached in the e-tender. Bidders have to download Scope of Inspection and upload the same in the tender digitally signed with a class IIB or above digital signature by the authorized signatory as a token of acceptance.

Annexure VI**Drawings**

Drawings of the High Mast Emblems are attached in the e-tender. Bidders have to download the drawings and upload the same in the tender digitally signed with a class IIB or above digital signature by the authorized signatory as a token of acceptance.

Annexure VII

General Instructions to bidders for E-Tendering

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

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Limited, Ahmedabad (Contact no. Tel: +91 79 4001 6816 | 6848 | 6844 | 6868 & Tel: +91 22 65354113 | 65595111) for obtaining the digital signature certificate.

4. Corrigendum/ amendment, if any, shall be notified on the site <https://bpacleproc.in>. In case any corrigendum/ amendment is issued after the submission of the bid, then such vendors 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 vendor. They have the choice of making changes in their bid before the due date and time.
5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (a) Vendors are advised to log on to the website (<https://bpacleproc.in>) and arrange to register themselves at the earliest, if not done earlier.

- (b) 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.
- (c) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. **In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- (d) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
- (e) 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.
- (f) No manual bids/offers along with electronic bids/offers shall be permitted.
7. For tenders whose estimated procurement value is more than Rs. 10-Lacs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
8. 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 vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
9. 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 vendor may contact the following agencies / personnel:

FOR SYSTEM RELATED ISSUES:

M/s. E-Procurement Technologies Limited:

Contact Numbers: +91 79 4001 6868

E-mail id: support@bpclproc.in.

FOR TENDER RELATED QUERIES:

(1) Payal Agarwal, Dy. Manager Procurement, CPO (M)

Phone: 0220-24176395, E-mail: payalagarwal@bharatpetroleum.in

(2) Anil Ahir, Group Leader-IV, CPO (M)

Phone: 022-24176404, E-Mail: ahira@bharatpetroleum.in

**The responsible person of the tender is Procurement Leader of BPCL at contact no 022-24176404/
6395**

Annexure VIII

Proforma Of Integrity Pact

Pre-signed Proforma of Integrity Pact is attached in the e-tender. Bidders have to download the pre-signed Proforma Integrity Pact and upload the same in the e-tender duly signed and witnessed as a token of acceptance.

Annexure IX

Following Details have to be filled online:

1. Techno-commercial and other details

1	Name of the Tenderer (Company Name) , Office & Factory Address, Tel No & Fax No - Office & Factory, Contact Persons Name, Email ID, Designation & Cell No.	
2	Vendor is a part of Group company (Yes/No) If yes, vendor has to provide details of the parent and subsidiaries (direct or indirect) companies or upload in the tender.	
3	Year of Establishment or Incorporation/ Registration & Date, Registration No, Registration under which Act	
4	PAN Card No. , Excise, Sales Tax and Service Tax Registration No. as applicable	
5	MSE Registration document i.e. Entrepreneur Memorandum part 2 (EM-2) approved by District industries Centre or any authorities, if applicable	
6	Delivery – Vendor shall be able to supply minimum 45 nos. of HMEs per month from the date of issuance of LOI/PO . kindly confirm your best delivery schedule per month	

Note: In case of any Deviation kindly mention in the Deviation Sheet with proper Justification.

Annexure X: Declaration Forms:

DETAILS OF RELATIONSHIP WITH BPC DIRECTORS

PART- A (Applicable where Manufacturer is Sole Proprietor)	
1.Name of Tenderer	
2.a.Office Address	
2.b.Residence Address	
3.Telephone	
4. State whether manufacturer is related to any of the director(s) of BPC	
5.If `Yes to 4, state the name of the Director and manufacturer s relationship with him/her.	
Put NA whichever is not applicable	
PART- B (Applicable where the manufacturer is a partnership firm)	
1. Name of the Partnership firm	
2.Address :	
3.Name of Partners	
4.State whether any of the partner is a Director to BPC	
5. If `Yes to 4 ,state the names(s) of Directors.	
6.State whether any of the partner is related to any of the Director(s)of BPC	
7.If `Yes to 6 state the name(s) of Director(s) and the concerned Partner s relationship with him/her.	
Put NA whichever is not applicable	
PART - C (Applicable where the Manufacturer is a Public or Private Ltd. Co.)	
1. Name of the Company	
2.a.Address of Regd. Office	
2.b.Address of Principal Office	
3.State whether the company is a Pvt. Ltd. Co. or Public Ltd Co.	
4. Names of Directors of the Company	
5.State whether any of the Director of your Company is a Director of BPC .	
6.If `Yes to (5) state the name(s) name(s) of the Director	
7.State whether any of the Director of your Company is related to any of the Director s of BPC.	
8.If `Yes to (7) state the name(s) of Director and the concerned Director s (of the Vendor) relationship with him/her.	
Put NA whichever is not applicable	

Annexure X: GST Registration Details

Following are the requirements from vendor with respect to collection of information for GST purpose for each registration :		
Sr. No.	Particulars	Details to be provided by the vendor
1	Name of the Vendor along with PAN number	
2	Provisional GSTN number, if the vendor has migrated under GST for a particular state together with the address of registered office and branch office (if any) (Give separate line for each such registration)	
3	State in which the vendor is currently registered under indirect tax laws (VAT/CST, excise etc.)	
3(a)	VAT registered premises - (<< pls fill in the detailed address state wise>>)	
3(b)	CST registered premises - (<< pls fill in the detailed address state wise>>)	
3(c)	Excise registered premises - (<< pls fill in the detailed address state wise>>)	
3(d)	Service tax registered premises - (<< pls fill in the detailed address state wise>>)	
4	Under GST regime if the vendor has obtained additional registrations, details of such additional registration obtained. In future if vendor obtains additional registration in a particular state, vendor shall intimate BPCL about such registrations (<< Please provide state wise details>>)	
5	HSN code for goods sold to BPCL (<< Please provide HSN codes for all goods sold to BPCL / dealt by the vendor>>)	
6	SAC code for services provided to BPCL (<< Please provide SAC codes for services provided by the vendor / service provider as and when the SAC code is published>>)	
7	If the vendor is currently unregistered due to turnover below threshold, undertaking/letter stating reason for non-obtaining registration	
8	In case of the vendor is located in SEZ, declaration/undertaking/certificate shall be provided	
9	Whether vendor would be registered as a composite vendor in GST regime	

Part B

Price Bids

Vendors have to fill Price Bids online in e-tender