

**BHARAT PETROLEUM CORPORATION LIMITED**  
**WADILUBE PLANT**  
**MALLET ROAD, WADIBUNDER**  
**MUMBAI – 400 009 ,TEL NO. 022-23775858**



Tender no	<b>BPCL/WL/POUCH/REP 21-23</b>
Subject	<u>E- Tender for Repacking of MAK Lubricants in pillow pouches for Wadilube at Wadibunder, Mumbai</u>
Pre-bid meet for tender condition clarification and e-bidding process will be conducted at BPCL Wadilube Plant at Wadibunder, Mumbai on	<b>03.09.2021 at 1430 hrs</b>
Due date & time of submission of tender	<b>12.09.2021 at 1430 hrs</b>
Date & time of opening of technical bid	<b>12.09.2021 at 1500 hrs</b> at Wadilube Lube Plant, Bharat Petroleum Corporation Ltd, Malet road, Wadibunder, MUMBAI 400009
Contract period	One year with an option for extension by one more year at sole discretion of BPCL at same terms and conditions
Earnest Money Deposit	As applicable.

Dear Sirs,

Invitation of tender for Repacking of MAK Lubricants in pillow pouches for the period of one year extendable to one more year for our plant Wadilube at Wadibunder, Mumbai

TENDER NO. **CRFQ 1000373732 Dated 14.08.2021**

We, Bharat Petroleum Corporation Limited are a fortune 500 company engaged in manufacturing and distributing oil products at India and abroad. We manufacture and distribute Mak brand of Lubricants and enjoy sizable market share in India. We have four Lubricant manufacturing plants at Kolkata (Budge- Budge), Mumbai (Wadibunder), Chennai (Tondiarpet) and Ghaziabad (Loni).

As a part of our strategic operations we also carry out repacking of some of our grades of lubricants from qualified and reputed parties who are experienced and have requisite facilities to satisfy our stringent quality standards and agile supply chain.

We are pleased to invite tender for Repacking of MAK Lubricants from vendors in and around Mumbai for the period of one year from the date of issue of Letter of Intent (LOI) extendable by one more year at sole discretion of BPCL, if required under same rates, terms and conditions.

Requirement for Repacking is for the repacking of pillow pouches of capacity 20 / 40 / 60 ml. The estimated requirement is as follows:

Sr. no.	Pack Size	Annual Requirement (in no. of pouches)	Requirement for 2 years (in no. of pouches)
1	20 ml	21,180,000	42,360,000.00
2	40 ml	18,543,750	37,087,500.00
3	60 ml	3,957,600	7,915,200.00

The requirements given above are estimates and must be considered as indicative figures only and it is not binding on BPCL in any way (the requirement will be need based only). Actual requirement will be indicated to the successful bidder from time to time through Purchase Orders after the award of contract. Please note that we may change the design and configuration of the packs if required as per market requirements. The tenderer should have total flexibility for filling the package. We do not guarantee any minimum volume of business.

**Commercial evaluation would be done (L1/L2) based on the total cash outflow on gross level. Contract would be accordingly awarded to L1 party for 80% of the quantity for each of the items (20ml/40ml/60ml) and to L2 party for 20% of the quantity for each of the items (20ml/40ml/60ml)**

The attached tender document consists of the following:

**PART A: Technical bid**

- i. Requirement for technical acceptance
- ii. General Terms and Conditions
- iii. Quality control check list
- iv. List of testing equipment/ facilities required for QC checks
- v. Bank Guarantee format for Security Deposit
- vi. Arbitration Clause
- vii. Termination Clause
- viii. Force Majeure Clause

- ix. Penalty Clause for delayed delivery
- x. Sub-leasing and Cenvat Clause
- xi. Risk purchase clause
- xii. Declaration by the tenderer
- xiii. Integrity pact
- xiv. Price bid ( Format for quoting) ( party to submit blank format in technical part but duly signed as a token of their acceptance to the format)
- xv. Deviation sheet if any( In case of no deviation this page to be crossed)
- xvi. Draft format for Declaration and Undertakings
- xvii. Draft Copy of Agreement
- xviii. Force Majeure Clause
- xix. Penalty Clause for delayed delivery
- xx. Sub-leasing and Cenvat Clause
- xxi. Risk purchase clause
- xxii. Declaration
- xxiii. Integrity pact
- xxiv. Price bid ( Format for quoting) ( party to submit blank format in technical part but duly signed as a token of their acceptance to the format)
- xxv. Deviation sheet if any( In case of no deviation this page to be crossed)
- xxvi. Draft format for Declaration
- xxvii. Format for Third Party inspection certificate for capacity and area declaration
- xxviii. Draft Copy of Agreement

**PART B: Price bid**

Price bid (Format for quoting)

This tender is to be submitted in two bid system. The tenderer should duly sign/stamp the tender document (to be downloaded from our website <https://bpcleproc.in> ) as token of acceptance of all tender terms and conditions and upload the same in the website <https://bpcleproc.in> or submit the hard copy along with the technical bid before the tender due date. It is the sole responsibility of the tenderer to arrange for digital signature certificate and digital encryption certificate for quoting online (minimum Class 2B and above).

The tenderer has to download the entire tender document. The tenderer should carefully go through PART `A` and submit the filled BQC table along with required supporting documents online on the e-tendering site. EMD mentioned in the tender is to be submitted in a sealed envelope superscribed with tender no./due date at the below mentioned address. Documents pertaining to exemption of EMD as mentioned in the column for EMD also need to be submitted if party is exempted from EMD. Please note that non submission of EMD unless not applicable will result in disqualification of the party and the technical bid of such party will not be opened.

The parties have to submit their bids online/in physical form as per the tender requirement **Please note that Price Bid has to be submitted necessarily online on our website in the Price Bid form and should not be mentioned on any of the documents to be submitted as part of technical bid requirement.**

Our Communication address is as below:

**Plant Manager ,  
Wadilube Installation ,  
Malet Road ,Wadilubunder ,  
Mumbai -400009**

Corrigendum, if any, shall be published on web only.

The parties must put their price bid online. **Prices/rates should not be mentioned in any of the technical bid documents.**

The prebid meeting has been organized at above mentioned address as per covering page

Thanking you  
Yours truly,  
For BHARAT PETROLEUM CORPN. LTD.

**PART A: TECHNICAL BID (I)**

**Requirement for technical acceptance.**

Bidder has to fill the below given BQC table and submit necessary documents mentioned as proof. If bidder fails to submit proof for the minimum requirement for any of the parameters or doesn't submit any documentary proof at all for any given parameter, the bid would be liable for rejection. Proof should be in line with the BQC table. Only technically qualified bidders will be considered for opening of the price bid. All documents are to be uploaded on the BPCL e-tendering site. Price bids of the bidders technically disqualified will not be opened.

**BQC TABLE FOR TENDERER**

<b>BID QUALIFICATION CRITERIA FOR PILLOW POUCH REPACKING</b>				
<b>Sr. No</b>	<b>Check lis</b>	<b>To be filled by bidder</b>	<b>Requirement</b>	<b>TPI Mandatory</b>
1	<b>Name of the vendor</b>		Please mention	YES
2	<b>Type of firm (Whether Sole proprietary /partnership /Private Limited or Public Limited Co.</b>		Please mention	YES
3	<b>Address of registered office</b>		Please mention	YES
4	<b>Address of factory from where the operation is intended to be done (should be only one for a single Job Category)</b>		Please mention	YES
5	<b>Contact person/ telephone number</b>		Please mention	YES
6	<b>Is the factory under own possession or leasehold</b>		Please mention	YES
6a	<b>If leasehold, details of the same</b>		Copy of lease agreement and latest rent receipt (lease to be valid for the entire contract period) .	YES
7	<b>E mail address</b>		Please mention the email address which will be used for all official correspondences	YES
8	<b>Name &amp; Address of the Proprietors/Partners/ Directors</b>		Copy of partnership deed duly registered as applicable to be submitted.Third party Inspection report (TPI) as per format to be submitted	Yes
9	<b>Please enclose the approved copy of the factory / unit layout plan</b>		<ul style="list-style-type: none"> <li>i. Approval from factory Inspector as applicable is required.</li> <li>ii. Pollution control board approval</li> <li>iii. Approval from local labour commission</li> </ul>	Yes

10	<b>Year of Establishment</b>		Copy of registration / First PO received	
11	<b>Whether small scale/MSME Industry</b>		If yes. Verification of Registration Certificate and certification from Chartered Accountant confirming eligibility for benefits of Public Procurements Policy.CA Certification needed	YES
12	<b>Skilled manpower available with Party</b>		Vendor should have minimum one experienced supervisor one technician who can take care of all QC requirements. Provide list with designation and experience.	
13a)	<b>Total filling capacity (in KL) per month basis?</b>		Vendor has to submit calculation sheet for total capacity	Yes
13b)	<b>Capacity available for BPCL</b>		Min 180 KL/ month capacity should be available for BPCL. Third party Inspection report (TPI) as per format to be submitted	Yes
14	<b>IN HOUSE FACILITIES</b>			
14a	<b>Storage tank for finished bulk (applicable if bidder quotes for category 1 or for both categories 1 and 2)</b>		Dedicated above ground storage tank of a)minimum 1 tank ranging from 12KL to 24 KL capacity <b>or</b> b)minimum 2 tanks of min 12 KL capacity each	Yes
14b	<b>QC Lab.</b>		Pl. mention list of equipments. Minimum list of equipments needed i. Thermometer (IP – 64 C) ii. Hydrometer (0.850-0.900 & 0.900-0.950) iii. 500 ml measuring Cylinder for Density. iv. Calibrated Measuring Cylinders (25 ml, 50 ml and 100 ml) v. Viscometers (constant .04) vi. Stop Watch (Quartz make, 15 min., min. 1 seconds) vii. Constant Temp. Bath (100°C) along with standard Thermometer ASTM 121 C viii. PMCC-Flash point Apparatus as per ASTM D93 ix. Standard weigh balance x. Standard weights xi. Sampling apparatus. xii. Standard jars ( 500ml), Glassware like pipets, burets etc. xiii. COC- Manual or auto Flash point apparatus as per IS-1448: P-36  All these equipment should be in good working conditions, duly calibrated and valid calibration of each equipment to be attached.	Yes
14c	<b>Accuracy of filling machine</b>		i. No of filling machines available ii. Accuracy (with accuracy of min 0.5%) iii. Valid legal metrology stamping certificate of each machine	Yes
15	<b>Space Requirement</b>		Third party Inspection report (TPI) as per format to be submitted	Yes
15a	<b>Warehouse for Packaging Material</b>		Min 100 Sq. Mtr. Area dedicated for this tender,	Yes
15b	<b>Warehouse for Finished Products</b>		Min 200 Sq. Mtr. Area dedicated for this tender,	Yes

16	<b>REQUIREMENT OF FILLING LINE</b>		1. FFS (Form Fill Sealing) filling machine in good working condition 2. Roller mechanism for handling laminates in rolled form 3. Inkjet printer 4. BOPP taping arrangement 5. Filling capacity should be minimum 20 pouch per minute per machine 6. Filter with 200 mesh at the inlet of filling line	Yes
17	<b>Please specify the statutory Licenses/certifications applicable along with stamping certificate for all equipment and tanks obtained for your unit (copies to be enclosed)</b>		Copies to be submitted.Third party Inspection report (TPI) as per format to be submitted	Yes
18	<b>PAN no</b>		Copy of PAN card	
19	<b>ESI/PF registration</b>		Copy of ESI and PF registration to be submitted	
20	<b>GST registration no</b>		Provide GST certificate copy	
21	<b>Computer/printer/Connectivity</b>		Bidder should have facilities	
22	<b>Bulk Tank Lorry</b>		Min 1TL of capacity 12kl and above but not more than 24kl (may be calibrated upto 29kl but size limited to 24kl) either owned or attached and should not be less than 7 years old. Copy of agreement with transporter in case of attached vehicle or RC copy of lorry in case the lorry is owned by bidder	Yes
23	<b>Filtration Arrangement</b>		200 mesh filter in filling line and 100 mesh unloading line	
24	<b>HSSE policy</b>		Documented policy to be submitted	
25	<b>Financial Requirement</b>		Vendor should have positive net worth. Vendor should provide balance sheet and P & L account copy duly attested by a chartered accountant for last three financial years. In case of a new vendor, vendor should provide bank solvency certificate of amount minimum Rs.50 lakhs attested by CA	yes

**The technical evaluation will be based on the above mentioned parameters. In case of non-fulfillment of any of the above mentioned minimum mandatory criteria the party is subject to disqualification on Technical Grounds. Decision of BPCL will be treated as final.**

**It may be noted that there will be no field visit by BPCL officials for verification of facilities. Bidders have to submit TPI (Third Party Inspection) report. TPI done by BPCL approved parties only will be considered for evaluation. Parties which are approved by BPCL are IRS/ DNV/ LRIS/ EIL/ TATA Projects/ PDIL/ ULIPL/ RITES Ltd./ BVIS/ SGS/GLISPL/UL/ MECON/ICS/CEIL . BPCL decision in this regards will be final and BPCL would have the right to reject the report if the required information as desired above and as per format PART A: TECHNICAL BID (XVII) is not submitted with supporting documents. All documents are to be uploaded on BPCL e-tendering site**

Charges for the third party inspection is to be borne by the bidder. No reimbursement for the same would be made.

In case of location of the vendor is changed during the tenure of contract, the loss of raw material due to this shall be borne by the Vendor only.

## **PART A: TECHNICAL BID (II)**

### **GENERAL TERMS AND CONDITIONS**

1. Validity/ Estimated quantity:

The validity of the offer should be 180 days from the date of opening the tender. Estimated requirement indicated in this tender enquiry, should be considered as indicative figures only and not binding on BPCL in any way. Actual requirement will be indicated to you from time to time through Purchase Orders after award of contract. BPCL does not guarantee any minimum volume of business.

2. Rates:

Please offer firm rates of Repacking for entire contract period.

3. Scope and System of operation

(a) Scope:

The total operation for Repacking should be carried out as per Instructions and Guidelines issued by BPCL Wadilube, from time to time.

The scope of job will be broadly as follows:

- i. Reporting to plant at the beginning of the month, receiving the call ups for Repacking and acknowledging the call offs from the plant
- ii. Making detailed plan for production and submitting the same to BPCL
- iii. Uplifting input materials from plant and also getting the supply schedule from BPCL.
- iv. Receiving and unloading of input materials and Goods receipt in Register and / or ERP system if given by BPCL.
- v. Repacking
- vi. Dispatches as per instruction of BPCL to Wadilube Installation or Central Warehouse (CWH), Sewree including loading and unloading.
- vii. Preparing Challans and other documentations for dispatch and comply all statutory requirement like GST,ESI,PF, Factory License etc as applicable
- viii. Stock Checking as per BPCL Requirement
- ix. Stock Reconciliation

(b) Implementation of QR code based track and trace system:

**QR Code printing process on Real Time Basis:**

All BPCL lubricant products will be QR enabled unless stated otherwise. Successful bidder will provide access to BPCL QR Vendor for achieving QR enabled products.

Post award of job to the bidder, BPCL QR Vendor will deploy necessary infrastructure (HW+SW) in the bidder's premise including manufacturing lines for printing QR Codes (Except for items in Table 1.1 which will be in the scope of successful bidder). BPCL QR Vendor will also train the staff of the successful bidder for operating these equipment.

BPCL shall create and share the User Access Credentials to the successful bidder for accessing the QR Code Web Application. BPCL QR Code solution will be integrated with the Printer used for QR Code printing. The application to be connected with QR code printer through PC and Internet. All QR Enabled production will take place from this application only.

Any QR code failed to pass the scan, the product needs to be segregated and the same should not be part of supply.

BPCL QR vendor shall be responsible for comprehensive maintenance of both hardware and software. However, in case of acts of vandalism, manhandling, pilferage the successful bidder will be liable to pay for these damages.

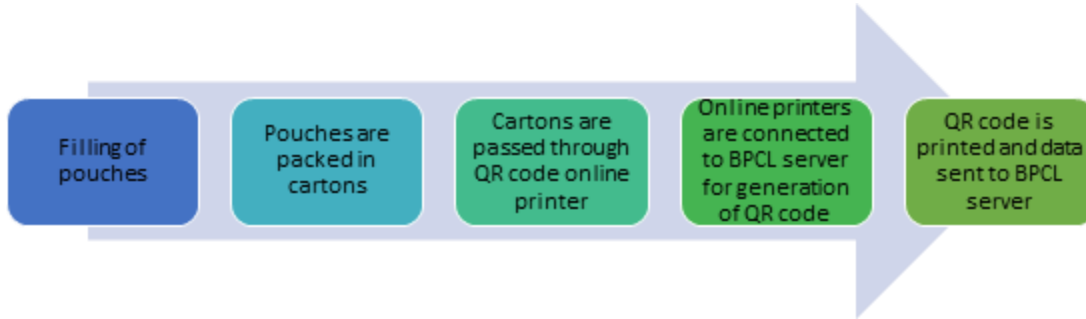
BPCL may also provide Firewall and Switches to the successful bidder for secure communication of QR code application. The maintenance of these will be in the scope of BPCL Vendor, however, in case of acts of vandalism, manhandling, pilferage the successful bidder will be liable to pay for these damages.

Table 1.1

S.No	Requirement for Lubes QR	Description
1	Internet Connectivity	Minimum 10 MBPS internet connection with 1 Static IP
2	Space Requirement	Space to be provided in the line for placement of QR Scanners/Industrial PC and other QR Related equipment in each line wherever required
		Space 5ft * 5ft for Shipper Carton Printer applicable for bidders manufacturing products requiring shipper carton
3	UPS	Two 2 KVA offline UPS and One 3 KVA online UPS to be provided per line for QR Related equipment
4	Conveyor System	1.5 mtr conveyor system compatible with the Shipper Carton Printer
5	Manpower	1 person per line to operate the QR related machines in the line. Necessary manpower during installation of QR related equipment
6	LAN	LAN Network to be provided by successful bidder from which BPCL QR Vendor will tap off to QR Related Equipment

**QR Process Flow for Pouch Production:**





### (c) System of operation

The total operation for Repacking should be carried out as per the Instructions and Guidelines issued by BPCL Wadilube from time to time. The system of operation will be as follows:

- i. Call ups: Plant will place call up to Repacker. At the beginning of each month, the production requirement from Repacker in pack will be finalized jointly with Repacker and acceptance of the same should be submitted by the repacker.
- ii. Issue of Bulk Products: Material will be issued to you from Wadilube Installation. The bulk will be uplifted by you in your transport at your own risk and cost. The bulk will be issued in Tank Lorries. The tank lorry should be totally fit both technically (includes safety fittings such as master Valve, Vent, etc.) and as per W & M Act for loading / Unloading and bulk transportation of lubricating Oils. The tank lorry should be cleaned (internally & externally) before Upliftment of bulk oil. Ownership of the product during the transit is with you. Each tank lorry should be accompanied by batch test report provided by BPCL.

**Repacker has to procure IBC for upliftment of bulk product which has demand less than standard tank lorry capacity.** The Intermediate Bulk Containers (IBC) should be capable of carrying Lube Oil and should be calibrated by W & M and should have calibration markings on at least 3 of the 4 sides of the IBC. The Bulk product will be issued as per dip only. **The IBC are only for transportation and should not be used for storage of bulk.**

The tank lorry is required to be calibrated by the Legal Metrology department. In case of any doubt of mal practice, the same can be recalibrated by BPCL at any of their Installation or at third party premise. Punitive action will be taken by BPCL in case of any malpractice is proven. BPCL will recover losses for excess products already uplifted due to wrong calibration at the rates applicable for losses. Also, BPCL will blacklist the concerned tank lorry.

The measurement in each chamber of the tank lorry has to be as per calibrated dip rod. The dips taken at natural temperature, will be converted into equivalent volume in 29.5 °Centigrade by SAP, which is as per relevant ASTM table. The invoice will be made as per volume at 29.5 °Centigrade.

No in-transit losses will be allowed since the material is uplifted by the repacker on ex-MI basis. The issue of bulk lube oil will be on volume only and not by weight and in no case conversion of weight to volume will be considered while issue of material.

The Issue of the Bulk Oil will be with format as applicable in GST regime and repacker has to enroll with appropriate authority to carry out the said job.

- iii. Issue of Packaging Material: The Packaging Material like empty containers, laminates, caps,

labels, pouches BOPP Tapes, etc. has to be collected from our plant at Wadibunder at tenderer's own transport including loading and unloading arrangements.

You shall check that all containers, laminates, caps, cartons, labels received by you are free from water, dirt, etc. and are in proper condition to fill oil. You should reject packaging material not complying with above, within 7 days of receipt of the material. The replacement of the same shall be obtained by sending back the defective packaging materials at your cost to Wadilube Plant.

You shall maintain strict checks on quality and quantity of packages received by you by doing random sampling and shall maintain the records for the same.

You shall arrange to keep stock of packaging materials as advised by BPCL which may be minimum of 15 days coverage (for each grade / Pack) at any point of time.

- iv. On receipt of the Tank lorry, at the site, the Lube Oil will be tested for the various parameters as per Part A (ii) by you drawing random samples to ensure that it matches with the specifications given by BPCL, Wadilube. You shall also, maintain the records for such testing.  
As per Quality Control Guidelines, the fresh load of lubricating oils received in bulk from BPCL, Wadilube Plant should not be mixed with existing Batches in Storage Tanks (i.e. Bearing a different batch no.). In other words, batch mixing is not allowed and tank lorry with fresh batch should be unloaded in the storage tanks only after consumption of the earlier batch.
- v. All storage tanks, pipelines and filling machines should be kept free of dust, water and any other foreign particle. All equipments, apparatus and parts of system used for filling should be kept clean both internally and externally.
- vi. All necessary equipments, apparatus etc and labour required for carrying out the above job to the satisfaction of the Plant Manager, Wadilube shall be arranged by you at your cost.
- vii. Filling and weighing machines suitably approved and duly stamped by the Weights and Measurement Dept. only should be used. Filling accuracy will be monitored for volume specified at 29.5 Deg C on packs and labels. Immediately after filling, all the containers shall be properly sealed by you. Labeling is to be done by you.
- viii. The filled containers should be packed in corrugated fiberboard boxes. Both bottom and top flaps of the box shall be appropriately sealed with BOPP tape after filling with containers.
- ix. All necessary equipment, apparatus etc and labour required for carrying out the above job, to the satisfaction of Plant Manager, Wadilube shall be arranged by you at your cost.
- x. Filling and weighing machines suitably approved and duly stamped by the Weights & Measures Dept. only shall be used. Filling accuracy should be in accordance with prevailing W&M limits and the same shall be monitored for volume specified @ 29.5 deg. C on the packs.
- xi. Please note that any inaccuracy in filling shall be viewed seriously and repetition of the same shall be considered as breach of contract, leading to termination of contract.
- xii. You will also observe all quality control measures as may be laid down by BPCL, Wadilube from time to time. The above QC guidelines are as per the prevailing requirements. However, they are subject to change from time to time and will be intimated to you accordingly. You are required to ensure compliance immediately and if it requires putting up additional facilities, one month period will be given for the compliance from the date of intimation of the same.
- xiii. **Maximum Retail Price (MRP), Date of Manufacture, Batch number and Address of repacker on filled containers will be printed only by inkjet printing and should comply with legal metrology requirement.** Irrespective of whether the vendor has quoted the lowest rate or

otherwise, the Corporation reserves the right to reject the offer in case the vendor expresses inability to accept the inkjet printing clause. Filling cost should be including the inkjet printing charges. The data to be printed shall be advised by Wadilube Plant.

- xiv. Carton Coding:** BPCL may issue cartons without printed product name and other required details. Repacker should have minimum one online carton printing machine for printing product name, MRP, date, batch no, MRP code etc strictly as per format prescribed by BPCL. During tenure of tender format and shape of carton printing may get changed as per business requirement and repacker has to modify or induct new carton coding machine to meet the changed requirement.
- xv. You shall maintain business secrecy and our marketing discipline in full. You shall observe formalities relating to excise duty / sales tax registration provident fund registration etc. whichever are applicable to the above activity.
- xvi. You shall not infringe, copy, imitate or otherwise deal with brand name, trade, merchandise marks or devices of designs/copyright belonging to us.
- xvii.** Repacker to have facility to adopt the process of Bar-coding if BPCL introduces the same in these packs without any additional costs.
- xviii. You shall remain responsible for the content and also the packing. If the content i.e. Lube Oil does not confirm to the specification at the time of acceptance of filled cases at Wadilube, the entire lot shall be rejected.
- xix. Every consignment shall be accompanied with batch test report, as per the format provided by BPCL.
- xx. Stock keeping: The stocks of BPCL are required to be kept at dedicated place/ tank as directed by BPCL and should be easily assessable by BPCL officials for stock checking at any point of time. Physical stock check shall be done along with the BPCL representative on Monthly basis. The format of Monthly Stock Check Report is given below:

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**Stock Check Format**

**Repacker's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Repacker's Representative : \_\_\_\_\_

Repacker's Address: \_\_\_\_\_

\_\_\_\_\_

BPCL Officer' Name : \_\_\_\_\_ Designation: \_\_\_\_\_

BPCL Officer's Name : \_\_\_\_\_ Designation: \_\_\_\_\_

**Finished bulk product tanks:**

S.No	Tank	Material	Batch No	Dip in cm	Temperature	Quantity (L29)

**Finished product in packs:**

S. No	SAP code	QTY	Unit of measurement

**Off Spec finished product bulk:**

S.No	Material	Batch No	Quantity (L29)	Description of defect

Details of Empty Packaging Material: (provide separate annexure)

I/We hereby certify that above mentioned stocks of M/s BPCL, Wadilube Plant has been physically verified and are correct

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor's \_\_\_\_\_

With stamp

Signature: Verified

by:

BPCL Officers Signature:

\_\_\_\_\_  
\_\_\_\_\_

- xxi. Reconciliation statement: Reconciliation statement shall be prepared along with BPCL representative. The Reconciliation statement shall be in the format given below:

SAP code of bulk product issued	Bulk Qty issued during the month	Equivalent quantity of product received in packs	Balance quantity	Qty as per stock check report	Difference in qty

SAP code of packaging materials issued	Bulk Qty issued during the month	Equivalent quantity of packaging materials received	Balance quantity	Qty as per stock check report	Difference in qty

- xxii. Payment to Repackers: Plant shall arrange for payment towards repacking charges to Repacker only after completion of raising debit notes on account of recoverable losses beyond permissible limits.

4. Price evaluation:

Tender is for a maximum period of two years i.e. one year with extendable period of one more year. Standard tender terms / works contract guideline has to be followed. Vendors will be finalized based on L1 on overall cash outflow of BPCL for two years.

The extension of the contract to the second year is solely at the discretion of BPCL (Plant Manager, Wadilube) and would be binding on the vendor

5. Agreement

LOI will be issued by Plant Manager on lowest quoted party after approval of TEC. LOI has to be signed by party as acknowledgment. However within 15 days of LOI, an agreement in stamp paper has to be executed between the parties and no work should be started unless there is a valid contract signed by both the parties.

The vendor has to submit Bank guarantee and Insurance as per requirement given below. Commencement of work shall not start unless and until all formalities as per the requirement is completed.

6. Bank Guarantee:

Bank Guarantee is required from the party to partially cover the risk of material being issued to him for repacking.

a. Validity: BG must cover the contract period plus six more months

b. Bank : Issued by any scheduled Bank

Amount : 35 Lakhs (For product security Rs 25 lakhs & for hardware provided to vendors for track and trace system Rs 10 Lakhs)

7. Insurance

Insurance by party: Repacker has to take insurance for all materials issued by BPCL like Lube oil, empty pouches, cartons, tapes, containers and other packaging materials lying with the Repacker at any point of time at their cost to cover the entire value of the product / packages against all perils like theft, fire, floods civil commotion, etc and transit risk.

The value for the purpose of insurance cover shall be based on input cost for one month's estimated repacking volume. The value of input cost may change time to time but as per current rate and as per projected volume successful bidder has to assure a sum of Rs 2.82 Cr for all types of insurance **[i.e. if different policies are taken all individual insurance will be of value Rs 2.82 Cr each]**. The party has to review the insurance cover as per the value declared by BPCL on monthly basis (Bulk/packed/packaging and other materials) and if any change is required due to change in input cost party has to revise insurance before commencing further operations.

Insurance should be valid for the period of contract + 6 months.

In case of any incidence when money is required to be claimed, all formalities like lodging the claim, providing necessary records , follow up for approval etc is required to be done by the Repacker.

8. LOSS ACCOUNTING:

a. Losses for Bulk Material and packaging materials during stock checking:

This will be allowed maximum to the extent of 0.1 % of filled quantity in a particular month for a particular grade and pack. The loss will be calculated based on the actual physical stock checking carried out by BPCL representative from time to time and not allowed on notional basis. Repacker cannot account losses flat @ 0.1 %. Any loss beyond 0.1% will be recovered from the repacker. Accounting of loss/ gain should take place product/ packaging material wise. Also, loss/gain of a month cannot be carried forward in the next month and recovery towards losses has to be made on monthly basis by the 10<sup>th</sup> of the following month by plant manager. Gain, whatsoever it may be, shall not be given to Repackers. The rate of recovery should be as follows:

- i. For Bulk Material : For Losses beyond 0.1 % for bulk product recovery will be made as per rate of DBP in barrel (including GST) of the respective material less landed cost of empty barrel applicable as per LPUP plus penal charges of 15 % of DBP .
- ii. For Packaging Material : Losses on account of physical shortage will be calculated on monthly basis as per LPUP (basic) + GST + any other charges + transportation charges + penal charges of 15 % of the total value.
- iii. The recovery towards losses should be done on monthly basis and the repacker is to be advised by respective role holder at plant to pay the amount by Demand Draft/ Pay Order within ten days of the following month. In case of non-payment by re-packers, the same would be recovered from the running bills of the vendor or by revoking the bank guarantee submitted by the party

b. Loss towards off spec product:

Losses towards off spec product shall be recovered for the full quantity without any allowance irrespective of whether the off-spec is identified at the Repackers premise or during receipt at plant.

The packed products received from re packer shall be verified in line with the guidelines as per the Operations Manual and QC Manual. At the time of receipt of finished packs, in case it is observed to be off spec (declared off spec by Plant QC) because of any reason, the entire batch is required to be taken under the custody of by the plant Manager and bulked. Vendor shall bear cost of bulking. The re-packer shall be informed about the off spec and advised to visit the plant within two working days of receiving the information to verify the off spec product and jointly certify the statement confirming the material as off-spec. In case the re-packer fails to turn up within two working days then plant manager shall go ahead of the recovery procedure and take other necessary action for reprocessing, etc. The recovery from re-packer towards off spec materials shall be as follows:

- i. Value of oil if the oil after bulking cannot be reprocessed.
- ii. Cost of reprocessing, if the bulked oil can be reprocessed
- iii. Cost of all packaging material of the rejected lot irrespective of whether the product can be reprocessed or not.

The decision of Plant Manager will be final authority for deciding which oil can be reprocessed and which cannot be, and it will be based on approval from Plant Laboratory/ QC.

The recovery rate will be as per below:

- A. Bulk Lubricants: The recovery rate will be DBP in barrel (including GST) of the respective material less landed cost of barrel applicable as per LPUP plus penal charges of 15 % of DBP.
- B. Packaging Material: LPUP (basic) + GST + Other charges + transportation charges+ penal charges of 15 % of the total.
- C. Reprocessing cost: As decided by Plant on the basis of existing average blending cost of similar grades which should be confirmed by HQ Finance.

Beside penal action as explained above, in case of QC failure more than 3 times during the tenure of the contract, BPCL will consider stricter action including suspension / termination of the contract.

The recovery towards off spec losses shall be done on immediate basis and the re packer is to be advised by respective role holder at plant to pay the amount by Demand Draft/ Pay Order within one week from monthly actual incidence date of such off specs.

In case of non payment by re packers, within one week, the BG amount shall be revoked by the plant Manager including the value of materials lying with repacker.

In case of improperly sealed packs detected at any of our location/ dealer but without any product, repacker will be held responsible and recovery will be made from the repacker. The amount to be recovered will be MRP of the product.

**\*GST rate will be recovered on all losses as applicable and invoice will be issued by BPCL**

9. Concession form:

Job worker should be able to register himself for all concession form if any applicable during the tenure of the contract.

10. Confidentiality:

Composition of MAK Lubricants shall be strictly as per the specifications and Formulations provided to you by us from time to time. You shall maintain strict confidentiality of our formulations and specifications of our products. The products manufactured by you shall strictly conform to our specifications / controls as per our advise to you .You shall also maintain proper records of QC checks.

11. Statutory requirement:

You are required to comply to all statutory requirement like requirement of legal metrology, GST, Sales tax, Income tax, ESI, PF, Service tax , factory Inspector, Labour commissioner or any other authority as required. BPCL will not be held responsible for violation of any rule by you or due to any of the actions of yours. And in case of any such violation causing losses to BPCL, we will be entitled to terminate the contract and either uplift the products or recover the amount from you.

12. Inaccuracy in filling:

Filling accuracy should be as per BPCL requirement which is more stringent than the minimum requirement as specified by Weights and measures. No under filling in any case is acceptable. Please note that any inaccuracy in filling shall be viewed seriously and repetition of the same shall be considered as breach of contract, leading to termination of contract.

13. Quality control measures:

You will also observe all quality control measures as may be laid down by BPCL, Wadilube from time to time. The above QA guidelines are as per the prevailing requirements. However, they are subject to change from time to time and will be intimated to you accordingly. You are required to ensure compliance immediately and if it requires putting up additional facilities, one month period will be given for the compliance from the date of intimation of the same.

14. Scheme:

BPCL as a marketing strategy may run Schemes for promotion of the product from time to time. It would be binding on you to make necessary arrangement on production line for implementing the same and maintaining records thereof. Re- conciliation of the scheme materials has to be done on daily basis after the production.

15. Batch coding:

You shall print online or put a stamp bearing your CODE / date of filling at suitable place on carton as per our directive before supplying to BPCL. You shall get your unique CODE approved by Plant Manager, Wadilube at the time of commencement of supply.

16. Training and development:

You shall arrange to provide for proper training and development of all your staff in proper quality assurance during receipt and filling to meet the norms specified by the



Corporation

17. Supervision:

Adequate supervision by competent person shall be ensured while filling the oil.

18. Record keeping:

You shall maintain proper records of receipt and consumption of products supplied from Wadilube LOBP in Bulk and packaging Material. Also proper records for filling done, dispatches of filled packages, opening & closing of stock of MAK Lubricants supplied from Wadilube LOBP in Bulk. You shall also advise the same to Plant Manager, Wadilube latest by 2<sup>nd</sup> of every month for previous month.

The format of the records to be kept will also be handed over by BPCL / the records maintained by the party may be approved by BPCL.

19. Indication to third party:

You shall operate in such a manner so as to give clear indication to the third party that all Lube oils / Packaging Material etc. belong to BPCL. You shall not sell, transfer, alienate, mortgage, change, hypothecate, pledge or otherwise create any encumbrances on all or any of the said goods.

20. You shall not infringe, copy, initiate or otherwise deal with brand name, trade, merchandise marks or devices of designs/copyright belonging to us.

21. Within 15 days from the date of termination of this contract, you shall arrange to return at your cost all our goods (i.e. Lube Oil, Packaging Materials, filled cases, cartons, BOPP tapes, etc. and any other goods issued to you on returnable basis to our Wadilube Installation OR ANY OTHER PLACE WITHIN Greater Mumbai as per BPCL, Wadilube's Instructions. Any shortage detected during subsequent settling of accounts between goods issued and goods received shall be recovered by debiting from your account i.e. cost of Lube Oils and other goods.

22. In case you fail to manufacture as per the call-up, we may get the product and filling by alternate parties and the cost of same shall be recovered from you.

23. You shall conform to the provisions of Acts of Parliament, or state Legislature and that of any by-laws, rules, orders and Notifications of Central / State Govt., Municipal or Local Authority from time to time and will keep us indemnified against all claims, penalties and losses that may be incurred due to any breach of Act/ Rules by you.

24. LICENCE:

Your premises should be covered and spacious, for neat operation of all activities within the contract, with a valid Municipal License. Any other license if required to be taken as per relevant laws/ rules in force, shall be taken by you. Copies of all such licenses applicable, along with approved plan of your unit shall be

enclosed with the TECHNICAL BID.

25. SAMPLING:

We will have the right to take sample of the product at any time from your premises and also from the filled products delivered to our depots and to check the same at any laboratory of our choice. You shall remain responsible for the quality / quantity.

We will also have the right to check physical inventory of product and packages at any time at your premises. You shall be responsible for any difference in quantities detected during such checking. Repacker shall maintain a tamperproof & sealed sample of at least one liter from each batch of re-packaged oil for BPCL. The sample(s) shall be maintained for at least one year from the date of withdrawal of sample and shall be given to BPCL upon written request.

26. Submission of Bill:

Payments shall be made by the way of National Electronic Fund Transfer (NEFT) after 30 days from receipt of delivery challans/ invoices. You shall submit your bills for payments along with all required documents at the following address:

BHARAT PETROLEUM CORP LTD  
BUSINESS PROCESS EXCELLENCE CENTER (BPEC)  
BPCL OFFICE COMPLEX, PLOT NO. 6 SECTOR - 2,,  
BEHIND CIDCO GARDEN, KHARGHAR  
MAHARASHTRA 410210

27. EMD – Bid security declaration to be submitted as per the format provided in tender

28. We reserve the right to accept / reject the whole or part of any tender without assigning any reason. We are also not bound to accept the lowest or any tender and reserve the right to split the quantity among more than one Repacker.

29. Duplication of Clause:

Whenever, there is duplication of Clause either in Terms and conditions or in the Agreement, the clause, which is beneficial to BPCL, will be considered applicable at the time of any dispute.

STAMP:

SIGNATURE OF THE TENDERER. DATE

## **PART A: TECHNICAL BID (III)**

### **Quality assurance**

1. **Responsibilities:** The activities mentioned below should be followed in quality control process at Repacker. These have to be carried out by Q.C. dept. of the Repacker as per BPCL QA manual. The responsibilities for the Repackers are as given below:
  - a. QA check for all receipt of input materials like Bulk Oil, packaging materials etc.
  - b. Clearing the sample for package filling / bulk filling.
  - c. Check the line samples before start of the filling operations.
  - d. Check the first, middle and Final filling samples of the shift for every grade that is taken , as per Q.C. Manual, Lubricants.
  - e. On line filling process control checks at regular intervals for weight, colour, density , MRP & label artwork etc of the product for small packs filling.
  - f. The necessary control registers to ensure Q & Q should be maintained as per the approved formats. Samples to be retained in the QA lab, as per QA manual.
  
2. **The QA procedure will be as below :**
  - a. Repacker shall perform for BPCL those mutually agreed quality control tests and procedures.
  - b. List of testing equipment/ facilities required for QA checks As per IV of Technical bid
  - c. Quality Control Check which Repacker should be able to do in his premises:
    - i. **RANDOM QA CHECKS FOR PACKAING MATERIAL :**
      - Visual appearance
      - Measurement of weight
      - Measurement of volume
      - Measurement of dimension
      - Colour
      - Bursting strength for cartons.
  
    - ii. **QA CHECKS FOR LUBE OIL**
      - Visual appearance
      - Density
      - Kinematic viscosity. at 100 °C.
      - Kinematic viscosity. at 40 °C.
      - Viscosity Index
      - Metals content
      - Flash point (COC) °C
      - Pour Point °C.
      - Emulsion Characteristics
      - Foam Test

- d. Samples: Repacker shall maintain a tamperproof & sealed sample of at least one liter from each batch of Finished Products re-packaged for BPCL. The sample(s) shall be maintained for at least six months from the date of withdrawal of sample and shall be given to BPCL upon written request.
- e. Raw Materials and Packaging Materials: Repacker shall only use Raw Materials and Packaging Materials provided by BPCL
- f. Repacker shall ensure all Packaging Materials are inspected on random basis / cube-root method for defects against specifications provided by BPCL and no defective packaging materials is incorporated in the packaged products.
- g. Repacker shall inform BPCL of any laboratory Test Specifications values in writing that do not comply with the Specifications provided by BPCL within three days of its receipt of the particular laboratory Test Specifications.

SIGNATURE OF THE TENDERER

**PART A :TECHNICAL BID( IV)**

List of testing equipment/ facilities required for QC checks :

The following equipment should be available for testing the oils:

- i. Thermometer (IP - 64 C)
- ii. Hydrometer (.8500-.9000 & .9000-.9500) (L-type)
- iii. Standard Jars (25 ml, 50 ml and 100 ml)
- iv. Viscometers (constant .04)
- v. Stop Watch (Quartz make, 15 min., min. 1 seconds)
- vi. Constant Temp. Bath (100°C) along with standard Thermometer ASTM 121 C
- vii. PMCC-Flash point Apt. as per IS 1448:P-21
- viii. Pour Point Apparatus as per IS 1448:P-10
- ix. Standard weigh balance
- x. Standard weights
- xi. Sampling apparatus

All these equipments should be in good working conditions and duly calibrated.

SIGNATURE OF THE TENDERER

**PART A: TECHNICAL BID ( V )**

(To executed by Bank on Stamp Paper of appropriate value)

**BANK GUARANTEE (SPECIMEN) FOR SECURITY DEPOSIT**

1. In consideration of the BHARAT PETROLEUM CORPN. LTD., having its Registered office at 'BHARAT BHAWAN, 4&6, CURRIMBHOY ROAD, BALLARD ESTATE, MUMBAI-400 001. (hereinafter called "the Corporation") having \_\_\_\_\_ agreed to exempt \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called "the said contractor"/ "the said suppliers" / "the said sellers" / "the said buyers") from the demand under the terms and conditions of an Agreement/ Purchase Order / Letter of Intent ref. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ the Corporation and M/s (hereinafter called "the said agreement" / "the said purchase order"/ "the said letter of intent/ "the said contract") of security deposit for the due fulfillment by "the said contractors" / "the said suppliers" / the said sellers" / "the said buyers\*" of the terms and conditions contained in "the said agreement / purchase order / letter of intent / Contract \*on production of a bank guarantee of Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ only.  
We, \_\_\_\_\_ hereinafter  
( indicate the name of the bank)  
referred to as the bank (at the request \_\_\_\_\_ do of hereby undertake to pay to ( name of contractors/supplies/sellers/buyers\*) against any loss the Corporation an amount not exceeding \_\_\_\_\_ or Rs.

damages caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said contractors/suppliers/sellers/buyers if any of the terms and conditions contained in the said agreement/purchase order/letter of intent/contract.

2. We, \_\_\_\_\_ do hereby undertake (indicate the name of the bank)

to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damaged caused to or would be caused to or suffered by the Corporation by reason of breach by the said contractors/suppliers/sellers/agreement/buyers, failure to perform the said agreement/purchase order/letter of intent/contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

3. We undertake to pay to the Corporation any amount so demanded notwithstanding any dispute or disputes raised by the contractors/suppliers/sellers/buyers \*in any suit or proceeding pending before any court or tribunal or Arbitrator relating there to our liability under this present being absolute and unequivocal).

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractors/suppliers/sellers/buyers shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the  
(Indicate the name of the bank)

guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement/purchase order/letter of intent/contract and it shall contain to be enforceable till all the dues of the Corporation under or by virtue of " the said agreement/purchase order/letter of intent/contract

\*have been fully paid and its claims satisfied or discharged or till the Corporation certifies that the terms and conditions of the said agreement/purchase order/letter of intent/contract \*have been full and properly carried out by the said contractors/suppliers/sellers/buyers \* and accordingly discharge this guarantee.

Unless a demand or claim under this guarantee is made to us in writing on or before \_\_\_\_\_, we shall be discharged for all liabilities under this guarantee thereafter.

5. We, \_\_\_\_\_ further agree with the Corporation that the

Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement/purchase order/letter of intent/contract \* or to extend time of performance by the said contractors/suppliers/sellers/buyers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractors/suppliers/sellers/buyers and forbear or enforce any of the terms and conditions relating to the said agreement/purchase order/letter of intent / contract \* and shall not be relieved from our liability by reason of any such variation, or extension being granted to the

said contractors/suppliers/sellers/buyers \* or for any forbearance act or omission on the part of the Corporation or any indulgence by the Corporation to the said contractors/suppliers/sellers/buyers or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractors/sellers/buyer  
\*.

7. We, \_\_\_\_\_ lastly undertake  
(indicate name of the Bank)

not to revoke this guarantee during its currency except with previous consent of the Corporation in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.  
For \_\_\_\_\_.

(Indicate the name and address of the bank)

**\*Strike out words not applicable.**





**PART A : TECHNICAL BID( VI)**

**ARBITRATION CLAUSE**

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

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at Mumbai
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

SIGNATURE OF THE TENDERER

**PART A :TECHNICAL BID( VII)**

**TERMINATION CLAUSE**

Notwithstanding anything to the contrary herein contained, BPCL shall also be at liberty at its entire discretion to terminate this agreement forthwith upon or at any time after the happening of any of the following events namely:

- a. If you commit a delay, breach or default of any of the terms, conditions, covenants and stipulations contained herein.
  - b. Upon death or adjudication as insolvent if you are individual (this clause is to be suitably modified if business is carried on by partnership or by limited company or by a co-operative society.)
  - c. If any attachment is levied and continued to be levied for a period of seven days upon your effects.
  - d. If you are involved in any criminal offence relating to Moral Turpitude.
  - e. If a receiver is appointed of any of your property or assets.
  - f. If the license issued to you by the relevant statutory authorities is cancelled or revoked.
  - g. If you have made default in payment of any money of the BPCL without formal approval of the BPCL in writing.
  - h. If you fail to adhere to the instructions issued to you by the BPCL from time to time in respect of the business condition herein.
  - i. If you contaminate or tamper with the quality of BPCL's product given in you.
  - j. If the ownership / tenancy of the premises from which you are carrying on the business is transferred/terminated for any reason whatsoever.
  - k. If you, yourself or to your servant or agents commit or suffer to committed any act which in the opinion of the *SBU Head (Lubes)* of the BPCL is prejudicial to the interest or good name of BPCL or its product. *SBU Head (Lubes)* shall not be bound to give reasons to such decisions.
  - l. The BPCL's right to terminate the contractual obligations under this clause shall be without prejudice to and without affecting any of its rights and remedies against you.
  - m. In the event of BPCL terminating this agreement under the provisions of this clause it shall not be liable to pay for any loss or compensation in respect of such termination.
  - n. Without prejudice to the foregoing provisions or anything to the contrary herein contained BPCL shall be entitled to terminate this agreement on giving 90 days written notice to the other parties without assigning any reasons for such termination.
-

## **PART A :TECHNICAL BID( VIII)**

### **FORCE MAJEURE CLAUSE**

Circumstances leading to force majeure

- (a) Act of terrorism;
  - (b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
  - (c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
  - (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
  - (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.
- For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

- Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and

b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately..

SIGNATURE OF THE TENDERER

**PART A :TECHNICAL BID( IX)**

**PENALTY CLAUSE FOR DELAYED DELIVERY**

The Repacker has to maintain the Schedule of Call-off in the following format as given by BPCL.

Sl no	Pack size	Product	Total requirement for the month	Agreed date of receipt of repacked materials at plant

The supplies by the re packers are required to be made as per advised delivery schedule. The Repacker will have to pay to the Corporation by way of penalty, an amount equal to 1/2% (one half percent) of the contracted price of the item so delayed for each week of such delay in delivery subject to a maximum of 5% of contracted price of that item. The penalty will have to be paid even in case of part delivery.

In case of delays from BPCL end for bulk supplies/ packaging materials supplies, hindrance register is required to be maintained by re packers and duly approved by BPCL. The no of days of delays because of BPCL will be reduced from the total number of days of delay for purpose of levying penalty if any.

SIGNATURE OF THE TENDERER

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**PART A :TECHNICAL BID( X)**

**SUB-LEASING CLAUSE**

**SUB-LEASING**

You shall not be allowed to sublet or assign any part of the order without our prior written consent.

SIGNATURE OF THE TENDERER

**PART A :TECHNICAL BID( XI)**

**RISK PURCHASE CLAUSE**

In case you fail to deliver the quantity as stipulated in our delivery schedule, we reserve the right to get the repacking done from alternate sources at your risk, responsibility and cost.

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**PART A :TECHNICAL BID( XII)**

**DECLARATION BY THE TENDERER**

We have carefully studied the tender and submit our offer having fully understood the same. We hereby agree to aboide by and fulfill all the terms and conditions set out in the tender form, general terms and conditions, conditions mentioned in the General Conditions of Contract, agreement format and commercial bid which should be deemed to form part of this tender. We also declare that the Third Party Inspection report submitted as part of the technical qualification requirement would stand throughout the contract period. If at any point of time during the execution of the contract there is deviation detected, BPCL would have the right to initiate actions as deemed fit and the same would be treated as the breach of contract terms and agreement

SIGNATURE OF THE PROPRIETOR/ PERSON WITH POWER OF ATTORNEY:

FULL NAME OF THE PROPRIETOR/ PERSON WITH POWER OF ATTORNEY:

STAMP OF THE PROPRIETOR/ PERSON WITH POWER OF ATTORNEY:

**DECLARATION BY THE TENDERER REGARDING NOT BEING A DISTRIBUTOR OF ANY OTHER LUBRICANT MARKETING COMPANY**

We have carefully studied the Tender and submit our offer having fully understood the same. We hereby declare that we, including any of our Relatives are not Distributors (PLD/ILD/LBA) , of BPCL or any other Lubricant Marketing Company. We also assure that we will not take up any Distributorship of any other Lubricant Marketing Company during the validity of this Contract.

The above Declaration is true to the best of our knowledge. In case, in future if BPCL finds any information in contrast to our above Declaration, the Corporation can initiate action as deemed fit, including rejection of our Tender / termination of our contract.

Signature of the Tenderer:

Full Name of the Tenderer:

Address:

**NB: List of relatives given in next page and same has to be part of this declaration.**



## LIST OF RELATIVES

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

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

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

**PART A :TECHNICAL BID( XIII)**

**INTEGRITY PACT**

The Integrity pact document as enclosed to be duly signed and enclosed. A proforma of the Integrity Pact document is enclosed . Please note:

Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents (in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP document duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

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 to initiate action as mentioned in EMD declaration

If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the contractor, Liquidated Damages amount by forfeiting the Security Deposit ./ Performance Bank Guarantee as per provisions of the Integrity Pact.

FOR ANY QUERIES / CLARIFICATIONS ON TENDER TECHNICAL SPECIFICATIONS / COMMERCIAL POINTS AND OTHER TERMS AND CONDITIONS OF THE TENDER PLEASE CONTACT AS UNDER:

**Vikas Dwivedi Sr Manager (Ops.), WL Installation- 022-23787171, Email - vikasdwivedi@bharatpetroleum.in**

Bidders may raise disputes / complaints, if any, with the nominated Independent External Monitor whose name/ address / contact numbers are as given below:

Only in case of any complaints regarding the Tender/ Tender Conditions, please contact following Independent External Monitors (IEM) :

Shri. Ramabhadran Ramanujam	Shri. Virendra Bahadur Singh	Shri. Sudhir Chowdhary
ADDRESS	ADDRESS	ADDRESS
Address : 44/24, 3 <sup>rd</sup> trust Cross Street, Mandavelipakkam, Chennai 600028. Mobile no : 9495511954 Email : <a href="mailto:raamaanuj@gmail.com">raamaanuj@gmail.com</a>	H.No. B-5/64, Vineet Khand, Gomati Nagar, Lucknow - 226010	Flat No. 203, Adarsh CGHS Ltd. Plot No. 67, Sector – 55, Gurugram
<a href="mailto:raamaanuj@gmail.com">raamaanuj@gmail.com</a>	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>	<a href="mailto:Sudhirchowdhary38@yahoo.com">Sudhirchowdhary38@yahoo.com</a>
Mob. No. 9495511954	Mob. No. 8853760730	Mob. No. 9416045656

**To be executed on plain  
paper**

**INTEGRITY PACT**

Between  
n

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

**And**

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

---

## **Preamble**

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

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

## **Section 1 -Commitments of the Principal**

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of

India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 -Commitments of the Bidder / Contractor/Supplier**

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

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

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

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

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

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

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

### **Section 4 -Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract

after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

### **Section 5 -Previous Transgression**

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

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

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

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

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

### **Section 8 -Independent External Monitors**

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and

request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.

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

**Section 9 -Pact Duration**

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

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

**Section 10 -Other provisions**

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

.....  
**For the Principal**

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

Place .....

Witness 1 : ..... (Signature/Name/Address)

Date .....

Witness 2 : ..... (Signature/Name/Address)

**PART A: TECHNICAL BID (XIV)**

**Price bid (Along with technical bid only blank format to be submitted) as a token of acceptance of the format of price bid.**

Sr. no.	Particulars	Tendered Qty for 2 year (in no. of pillow pouches) Q	Repacking Charges ( Rs per 1000 pouches ) to be filled in by bidder ( A )*	Net amount Rs B= (A/1000)*Q	GST % (C)	Total Gross amount Rs (to be auto calculated) (C=B+C*B)
1	20 ml	42,360,000			12%	
2	40 ml	37,087,500			12%	
3	60 ml	7,915,000			12%	
				Sum of above cells (Auto)		Sum of above cells (Auto)

\*Please fill rate in Rs per 1000 pouches. For example, if the rate is Rs 1 per pouch, please enter Rs 1000 (Re 1 \* 1000 pouch)

NAME OF THE TENDERER:

STAMP/SIGNATURE :

DATE/ PLACE :



**PART A: TECHNICAL BID (XV)**

**Deviation sheet**

<b>Sl no</b>	<b>Clause no/ Page no of tender</b>	<b>Deviation</b>	<b>Reason</b>

**Name of tenderer**

**Stamp**



**PART A :TECHNICAL BID( XVI)**

[On non-judicial stamp-paper of Rs.100/-]

**Declaration**

Sub.: Contract / Work Order No.: Dated

We [hereinafter referred to as “the Contractors”], hereby agree, undertake to faithfully observe and comply with the following during the performance of the contract.

1. We shall ----
    - a. Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious disease.
    - b. Be responsible for and arrange and bear costs of such equipments, cleaning materials, uniforms and other paraphernalia necessary to render effectively the services required by M/s. Bharat Petroleum Corporation Limited [hereinafter referred to as “the Corporation”].
    - c. Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Corporation under the above contract and shall maintain proper books of accounts, records and documents. We shall, however, as the employer have the exclusive right to terminate the services of any of our employees and to substitute any person instead.
    - d. Comply in all respects with the provision of all statutes, rules & regulations applicable to us and/or to our employees and in particular we shall obtain the requisite licence under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules made thereunder.
    - e. Ensure that our employees while on the premises of the Corporation or while carrying out their obligations under the contract observe the standards of cleanliness, decorum, safety and general discipline laid down by the Corporation or its authorized agents and the Corporation shall be the sole judge as to whether or not we and/or our employees have observed the same.
    - f. Employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of the Corporation.
    - g. Ensure that our employees will not enter or remain on the Corporation’s premises unless absolutely necessary for fulfilling our obligations under the contract.
    - h. Not do or suffer to be done in or about the premises of the Corporation anything
-

whatsoever which in the opinion of the Corporation may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the Corporation.

i. Not do or suffer to be done in or about the premises of the Corporation anything whereby any policy of insurance taken out by the Corporation against loss or damage by fire or otherwise may become void or voidable.

j. Be liable for and make good any damage caused to the Corporation's properties or premises or any part thereof or to any fixtures or fittings thereof or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.

k. Indemnify and keep indemnified the Corporation, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Corporation by or on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Corporation may now or hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by us of any of the terms and conditions of the contract. Without prejudice to the Corporation's other rights, the Corporation will be entitled to deduct from any compensation or other dues payable to us, the amount payable by the Corporation as a consequence of any such claims, demands, costs, charges & expenses. The Corporation shall not be responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about the Corporation's property and premises and in the event that the Corporation is made liable to pay any damage or compensation in respect of such employees, we hereby agree to pay to the Corporation such damages or compensation upon demand. The Corporation shall also not be responsible or liable for theft, loss, damage or destruction of any property that belongs to us or our employees lying in the Corporation's premises from any cause whatsoever.

l. Risk coverage: All risk coverage for Base Oils, Additives, Packaging Material, finished product in bulk, finished packs and product failure will be on our account.

m. Business Secrecy: We will maintain strict confidentiality of BPCL formulations and specifications of our products.

**PART A: TECHNICAL BID (XVII)**

**TEMPLATE/INSTRUCTIONS FOR THIRD PARTY INSPECTION**

This is to certify that we have assessed the repacking capacity of M/s XXXXXXXXXX, situated at XXXXXXXXXX with registered office at XXXXXXXXXX. The capacity details are given below

Sr. No.	Item	Monthly Capacity in KL
1	Total repacking capacity	
2	Capacity committed for other customers/contracts	
3	Spare capacity for BPCL	

Sr. No.	Item	Area in Sqm
1	Warehouse for Finished Products Warehouse for Packaging Material Space for machines/ workforce and equipment movement – covered area	
2	Tankage/Unloading / loading area	

Following documents have been checked and found to be in order for the purpose of repacking/filling of lubricant as per requirement of the tender floated by BPCL Ref **BPCL/WL/POUCH/REP 21-23**

- a) Lease document and rent receipts (please mention validity of lease)-If applicable
- b) Partnership deed- If applicable
- c) Factory license
- d) Calibration of Storage tanks available for BPCL
- e) List of laboratory equipment
  - i. Thermometer (IP – 64 C)
  - ii. Hydrometer (0.850-0.900 & 0.900-0.950)
  - iii. 500 ml measuring Cylinder for Density.
  - iv. Calibrated Measuring Cylinders (25 ml, 50 ml and 100 ml)
  - v. Viscometers (constant .04)
  - vi. Stop Watch (Quartz make, 15 min., min. 1 seconds)
  - vii. Constant Temp. Bath (100°C) along with standard Thermometer ASTM 121 C
  - viii. PMCC-Flash point Apparatus as per ASTM D93
  - ix. Standard weigh balance
  - x. Standard weights
  - xi. Sampling apparatus.
- f) Accuracy of filling machine- Please mention the accuracy
- g) Filling facilities
  1. FFS (Form Fill Sealing) filling machine in good working condition
  2. Roller mechanism for handling laminates in rolled form
  3. Inkjet printer
  4. BOPP taping arrangement
  5. Filling capacity should be minimum 20 pouch per minute per machine. Please mention the total spare capacity available for BPCL in KL per month considering the facilities available

6. Filter with 200 mesh at the inlet of filling line

- h) Please specify the statutory Licenses/certifications applicable along with stamping certificate for all equipment and tanks obtained (copies to be enclosed).
- i) Please mention the capacity of TL available (owned or attached) available for BPCL. If attached, certification to be done that agreement of the bidder and transporter has been checked. RC copy of the TL to be enclosed

\* Agency to certify that the bidder has all licenses and credentials required for fulfilling the repacking requirement of BPCL as per tender Ref **BPCL/WL/POUCH/REP 21-23**

Necessary documents and calculations duly vetted are enclosed as Annexure

This is to certify that we do not have any personal/business interest in the repacker M/s XXXXXX and the area/capacity calculations have been arrived at based on site visits and documentary evidence duly vetted from original documents and cross checked with relevant statutory/government agency

Signed and Stamped by Authorized Signatory of TPI agency

**PART A: TECHNICAL BID (XVIII)**

**Agreement**

**( this is a draft agreement which can be changed based on the terms and conditions finalized in the tender)**

MEMORANDUM OF AGREEMENT FOR REPACKING OF MAK LUBRICANTS IN PILLOW POUCHES

THIS AGREEMENT ("Agreement") is made at

And entered into as of this

\_\_\_\_\_ day of \_\_\_\_\_ month

Two Thousand and Twenty between:

BHARAT PETROLEUM CORPORATION LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its registered office at BHARAT BHAVAN, 4 & 6, CURRIMBHOY ROAD, BALLARD ESTATE, MUMBAI 400001 Maharashtra India hereinafter referred to as , "BPCL" (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the ONE PART

And

**M/s XXXXXXXXXXXX., a company incorporated under the Companies Act, 1956 with its registered office at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX hereinafter referred to as the 'M/s XXXXXXXXXXXX' (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the OTHER PART,**

WHEREAS:

(A) BPCL is one of the leading marketers of Petroleum and Allied Products in India.

BPCL produces a diverse range of products, from petrochemicals and solvents to aircraft fuel and specialty lubricants and markets them through its wide network of Petrol Stations, Kerosene Dealers, LPG Distributors, Lube Shoppes, besides supplying fuel directly to hundreds of industries, and several international and domestic airlines.

(B) **M/s XXXXXXXXXXXX** owns and operates the Plant (as defined in section 1 of this Agreement) for the packaging of lubricants.

(C) BPCL will provide the Products (BULK product), Packaging Materials for the repacking (as defined in Section 1 of this Agreement) to **M/s XXXXXXXXXXXX** at its Depot and XXXXXXXXXXXX would arrange to uplift the bulk finished products and packaging material at its own transport including loading and unloading arrangements. Repacked Lubricants shall be delivered at Central Warehouse Sewree/ Wadilube Installation, at **M/s XXXXXXXXXXXX** own transportation including loading and unloading.

(D) **M/s XXXXXXXXXXXX** has the capability and is willing to re-pack and deliver at the Plant defined in Section I subject to and in accordance with this Agreement

**NOW, THEREFORE,** the parties hereto agree as follows:

#### **Section 1 - Definitions**

For purposes of this Agreement, including the Exhibits hereto, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section I shall have the meanings herein assigned to them and any capitalized terms defined elsewhere in this Agreement by inclusion in quotation marks and parentheses, shall have the meanings so ascribed to them.

**"Business Day"** shall mean any day other than weekly off day, public or national holiday

**"Laboratory Test Specification"** shall mean a certificate, in a mutually agreed form, specifying the laboratory test results required by Manufacturing Specification on a sample of Packaging Material or Finished Products.

**"India"** shall mean the Republic of India.

**"Finished Products"** shall mean lubricant products meeting Manufacturing Specifications described in Exhibit A attached hereto (but as may be amended or supplemented by mutual agreement between BPCL & **M/s XXXXXXXXXXXX** from time to time, to be re-packaged **M/s XXXXXXXXXXXX** from time to time in accordance with this Agreement).

**"Manufacturing Specification (s)"** shall mean the data provided by BPCL from time to time for each Finished Product listed in Exhibit A. This data shall include laboratory test specifications and test methods.

**"Packaging Materials"** shall mean the various containers and/or container components/ Pouches conforming to specifications and designs as provided by BPCL. This will include drums, cans, pails, packs, Pouches cartons, labels and/or other forms of packaging for the Finished Products.

**"Packaged Products"** shall mean those Finished Products filled into the Packaging Materials of BPCL's specifications.



"Person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, estate, unincorporated organization or governmental body.

"Plant" shall mean M/s XXXXXXXXXXXX 's repacking plant located at XXXXXXXXXXXXXXXXXXXXXXXX.

"Charges" shall mean the charges payable by BPCL to M/s XXXXXXXXXXXX for the performance of the services subject to and in accordance with this Agreement

"Product" shall mean the components of the Finished Products (finished bulk and packaging materials), such components to be specified by BPCL and which may be amended from time to time by mutual agreement.

"Term" shall mean the period starting on the XXXXXXXXXXXX and ending at midnight on the day on which this Agreement for whatever reason terminates or expires on XXXXXXXXXXXX.

"Repacker" means M/s XXXXXXXXXXXX

## Section 2 - Duration

2.1 This Agreement shall be for a term of one year commencing on \_\_\_\_\_ day of Month of year and shall continue in full force and effect until Day of Month of year. This agreement may be terminated as per the Termination Clause mentioned herein as referred in the Tender Reference **BPCL/WL/POUCH/REP 21-23**

2.2 Termination of this Agreement pursuant to any provision hereof shall not prejudice the terminating party's rights against the other party accrued prior to the date of termination.

### Agreed terms

Notwithstanding terms and conditions mentioned in this agreement all agreed terms of the tender also forms part of this agreement. Copy of agreed terms and conditions attached as annexure of this agreement .In case of any dispute/ conflicts, the terms agreed in the tender will prevail.

### Repacking Charges

The Charges of the re-packing and other services for the Finished Products payable by BPCL to M/s XXXXXXXXXXXX shall be as agreed by BPCL & quoted by M/s XXXXXXXXXXXX under the Tender Reference **BPCL/WL/POUCH/REP 21-23** as under:

### Repacking Charges

1. 2T 20 ml pouch repacking charges – Rs XXX/- per 1000 Pouches
2. 2T 40 ml pouch repacking charges – Rs XXX/- per 1000 Pouches
3. 2T 60 ml pouch repacking charges – Rs XXX/- per 1000 Pouches

## Section 3 - Repacking of Finished Products and Associated Services

3.1 **Repacking and Delivery of Finished Products:** M/s XXXXXXXXXXXX shall Repack Finished Products for and on behalf of BPCL as ordered by BPCL from time to time and shall deliver such Finished Products through Own Transport of M/s XXXXXXXXXXXX to BPCL or as directed by BPCL in accordance with instructions from BPCL in manner set out in this Agreement. In connection with the Repacking of Finished Products, M/s XXXXXXXX agrees to:

(a) Uplift from BPCL using own transportation arrangement , the Finished Products and packaging material under this Agreement and shall at its own expense store and use the same in repacking.

(b) Compound, test, fill, store and package Finished Products according to the terms and conditions of this Agreement on an exclusive basis

(c) Deliver Repacked Finished Products to BPCL using own transport arrangement as directed by BPCL according to the terms and conditions of this Tender Reference **BPCL/WL/POUCH/REP 21-23** DT .....which are the part and parcel of this Agreement.

(d) M/s XXXXXXXXXXXX shall be responsible for all FINISHED BULK, packaging materials etc Uplifted by M/s XXXXXXXXXXXX from time to time. M/s XXXXXXXXXXXX shall ensure and responsible to see that full and proper measure is Uplifted from BPCL and M/s XXXXXXXXXXXX shall have no recourse

against BPCL for any loss, damages, cost, charge or expense which **M/s XXXXXXXXXXXXX** may at any time suffer by reason of delivery of wrong measure or transit loss or pilferage or shortage in any way.

Changes to any of the arrangement set out in this Section 3.1 can only be implemented after written confirmation given by BPCL to **M/s XXXXXXXXXXXXX**.

(e) **M/s XXXXXXXXXXXXX** shall not change its constitution including present ownership or controlling interest or management nor effect any amalgamation or merging or vesting its business into any other Company or organized body nor effect any change in share holder ship without obtaining the previous consent in writing from BPCL

(f) **M/s XXXXXXXXXXXXX** shall carry out necessary transactions as advised by BPCL and shall not use BPCL's ERP system for any purpose other than what BPCL has advised to do so.

**3.2 Production target:** BPCL will supply **M/s XXXXXXXXXXXXX** exact requirement for Repacking from time to time (monthly/weekly call up) in writing and **M/s XXXXXXXXXXXXX** will be required to adhere to the schedule given by BPCL. **M/s XXXXXXXXXXXXX** agrees that the filling mentioned in the subject Tender is estimated annual requirement only and no fixed quantities are agreed by BPCL.

The payment of the same will be according to the payment schedule as described herein as well as Exhibit „B“ to this Agreement.

3. 3 BPCL will coordinate for replenishment of product, packing material as per the schedule of various inputs considering the lead time, supply sources and delivery modes.

#### 3. 4 Storage

(a) **Bulk.** Finished Products stored in bulk shall be stored in dedicated tanks and shall not be commingled with any other substances.

(b) **Title of Product, Packaging Materials:** The ownership of all the Product, and Packaging Materials received and stored at the Plant by **M/s XXXXXXXXXXXXX** shall remain vested in BPCL – **M/s XXXXXXXXXXXXX** shall be liable to compensate BPCL for any loss of product or damage or any misappropriation of such Product and Package Materials and due to negligence, willful act or omission of **M/s XXXXXXXXXXXXX** or any of its employees, agents, associate, and representatives. The Operational loss will not be beyond 0.1 % for product. This will be ascertained based on physical stock check carried out by BPCL representative from time to time. Any loss beyond 0.1% will be debited to **M/s XXXXXXXXXXXXX'** s account at prevailing procurement /selling rate of such materials. Notwithstanding above, **M/s XXXXXXXXXXXXX** will be required to analyze /explain the reasons for such loss in writing on monthly basis.

(c) By seventh working day of following the close of each month, **M/s XXXXXXXXXXXXX** shall forward to Plant Manager, Wadilube an inventory report in a form approved by BPCL showing each receipt of components, each package filled, and each Products shipment out during the month, any losses during the month and physical stock balances on hand at the beginning and close of the month (listed by stock keeping unit [SKU]), Products, Packaged Products, and work-in-progress. **M/s XXXXXXXXXXXXX** shall reconcile all Products (bulk and packaged) deliveries each month by the 10th day of the following month.

#### 3. 5 Filling

(a) BPCL shall provide empty containers/laminates to **M/s XXXXXXXXXXXXX**. **M/s XXXXXXXXXXXXX** shall be responsible for assuring that the quality and quantities specified as contents of any container filled by **M/s XXXXXXXXXXXXX** will be in full and/or correct measure and compliance with the quality and quantity shown on the label of the Packaged Product offered for acceptance at the Plant.

#### 3.6 Quality of Finished Products

(a) **M/s XXXXXXXXXXXXX** shall perform for BPCL those mutually agreed quality control tests and procedures set forth in Exhibit C.

(b) **M/s XXXXXXXXXXXXX** shall inform BPCL on the disposition of Products which does not meet Manufacturing Specifications provided by BPCL within twenty four working hours upon the intimation by BPCL . Such Off -Specification Material shall be separately identified and kept in the plant pending the implementation of the instructions from BPCL.

(c) BPCL and **M/s XXXXXXXXXXXX** shall jointly conduct an investigation to determine the causes which lead to the said Products not conforming to the prevailing BPCL Manufacturing Specifications. BPCL reserves the right to replace, at **M/s XXXXXXXXXXXX** 's cost, any of the Products found to be non conforming to the prevailing BPCL's Manufacturing Specifications for the said Finished Product stored in the **M/s XXXXXXXXXXXX** 's Plant due to operational reasons of **M/s XXXXXXXXXXXX**.BPCL also reserves the right to recover from **M/s XXXXXXXXXXXX** any extra cost incurred in rectifying such non- conforming product.

### **3. 7 Samples**

**M/s XXXXXXXXXXXX** shall maintain a tamperproof & sealed sample of at least one liter from each batch of Finished Products re-packaged for BPCL. The sample(s) shall be maintained for at least one year from the date of drawal of sample and shall be given to BPCL upon written request.

### **3. 8 Product and Packaging Materials**

(a) **M/s XXXXXXXXXXXX** shall only use Product and Packaging Materials provided by BPCL under this Agreement. **M/s XXXXXXXXXXXX** shall coordinate with BPCL with respect to the delivery of such Product Materials and Packaging Materials.

(b) **M/s XXXXXXXXXXXX** shall ensure all Packaging Materials are inspected on random basis/cube-root method for defects against specifications provided by BPCL and no defective packaging materials is incorporated in the packaged products.

(c) **M/s XXXXXXXXXXXX** shall not use any of BPCL's product other than for the filling of the Finished Products for BPCL

(d) **M/s XXXXXXXXXXXX** shall inform BPCL of any laboratory Test Specifications values in writing that do not comply with the Specifications provided by BPCL within three days of its receipt of the particular laboratory Test Specifications.

(e) BPCL may from time to time revise the characteristics and specifications of the products and BPCL will notify in writing **M/s XXXXXXXXXXXX** of the same before revision.

(f) **M/s XXXXXXXXXXXX** shall ensure that the Products including Packaging Materials supplied by BPCL shall conform to respective specifications provided by BPCL. Any materials supplied by BPCL if does not conform to BPCL laid down specifications, after storing at **M/s XXXXXXXXXXXX** 's plant will not be used in filling of lubricants at plant. BPCL shall inspect such materials within three business days from the date of receipt and arrange disposal of the same. The total expense pertaining to loading, storage etc. of such defective materials shall be borne by **M/s XXXXXXXXXXXX**

**3.9 Operational Loss of Products including Bulk and Packaging Materials : M/s XXXXXXXXXXXX** shall endeavor to restrict the operational losses of Products, like finished bulk and packaging material to less than the permissible limit as mentioned in Para 3.4 (b).

A. Losses for Bulk Material and packaging materials during stock checking:

This will be allowed maximum to the extent of 0.1 % of filled quantity in a particular month for a particular grade and pack. The loss will be calculated based on the actual physical stock checking carried out by BPCL representative from time to time and not allowed on notional basis. **M/s XXXXXXXXXXXX** cannot account losses flat @ 0.1 %. Any loss beyond 0.1% will be recovered from the repacker. Accounting of loss/ gain should take place product/ packaging material wise. Also, loss/gain of a month cannot be carried forward in the next month and recovery towards loses has to be made on monthly basis by the 10th of the following month by plant manager. No Gain, whatsoever it may be, shall not be given to **M/s XXXXXXXXXXXX**. The rate of recovery should be as follows:

B. Formula

The formula for calculating losses will be as below:

② Loss percentage for input materials as per C I, II and III below to be calculated for each grade =  $[(\text{Opening stock} + \text{Receipt}) - (\text{Consumption} + \text{closing stock})] / (\text{consumption}) \times 100$

② Filling loss percentage =

For repacked grades: to be calculated for each grade filled  $[(\text{Opening stock of bulk} + \text{Receipt stock of bulk} + \text{opening stock of packed in equivalent bulk}) - (\text{Dispatched volume in packed} + \text{closing stock in bulk} + \text{closing stock in packed})] / (\text{Filled volume}) \times 100$

C. This losses will be ascertained based on physical stock check carried out by BPCL representative from time to time. Any loss beyond permissible limit will be recovered from **M/s XXXXXXXXXXXXX**'s account as per following :

i. **For Bulk Material** : For Losses beyond 0.1 % for bulk product, recovery will be made from the re-packer at the rate of DBP (Dealer Billing Price) in barrel of the respective material less landed cost of empty barrel applicable as per LPUP plus penal charges of 15 % of DBP .

(DBP = PR00 price in retail channel + applicable GST)

ii. **For Packaging Material** : Losses on account of physical shortage will be calculated on monthly basis as per LPUP ( with GST )+ transportation charges , if applicable + penal charges of 15 % of the total value.

iv. Formula

The formula for calculating losses will be as below:

- Loss percentage for input materials to be calculated for each grade =  $[(\text{Opening stock} + \text{Receipt}) - (\text{Consumption} + \text{closing stock})] / (\text{consumption}) \times 100$

- Filling loss percentage =

For repacked grades: to be calculated for each grade filled

$[(\text{Opening stock of bulk} + \text{Receipt stock of bulk} + \text{opening stock of packed in equivalent bulk}) - (\text{Dispatched volume in packed} + \text{closing stock in bulk} + \text{closing stock in packed})] / (\text{Filled volume}) \times 100$

The recovery towards losses should be done on monthly basis and the re packer is to be advised by respective role holder at plant to pay the amount by Demand Draft/ Pay Order within ten days of the following month. In case of non-payment by re-packers within 10 days, the recovery of such amount shall be done from amount payable to re- packers.

**Repacker will be charged applicable GST on entire loss calculation as mentioned above against which invoice will be issued for availing necessary credit as and if applicable as per GST norms**

D. Notwithstanding above, **M/s XXXXXXXXXXXXX** will be required to analyze /explain the reasons for such loss in writing.

E. No gain will be allowed for any product/ materials

F. **M/s XXXXXXXXXXXXX** shall forward to Plant Manager a monthly reconciliation in a form approved by BPCL showing following details

- receipt of each input material
- packages filled
- each Finished Products shipment out during the month,
- any losses during the month

- physical stock balances on hand at the beginning and close of the month (listed by stock keeping unit [SKU],
- Finished Products, Packaged Products stocks
- Work-in-progress.

G. Repacker shall reconcile all Finished Products (bulk and packaged) deliveries each month by 3rd of the following month.

H. The loss will be calculated based on the actual physical stock checking carried out by BPCL representative from time to time and not allowed on notional basis.

I. Repacker cannot account losses flat at the maximum permissible limit. However for any loss beyond permissible limit recovery will be made from Repacker.

J. Loss towards off spec product

Losses towards off spec product should be recovered for the full quantity without any allowance irrespective of whether the off-spec is identified at the Repacker's premise or during receipt at BPCL plant/location.

The packed products received from Repacker at depots can be verified in case of any requirement in line with the guidelines as per the Operations Manual and QA Manual. At the time of receipt of finished packs, in case it is observed to be off spec (declared off spec by Plant QA/ BPCL) the Repacker should be informed about the off spec and advised to visit the consignee within two working days of receiving the information to verify the off spec product and jointly certify the statement confirming the material as off-spec. In case the Repacker fails to turn up within two working days then plant manager should go ahead of the recovery procedure and take other necessary action for reprocessing, etc. The recovery from re-packer towards off spec materials should be as follows:.

1. Value of oil if the oil after bulking cannot be reprocessed.
2. Cost of reprocessing, if the bulked oil can be reprocessed
3. Cost of all packaging material of the rejected lot irrespective of whether the product can be reprocessed or not.
4. The decision of Plant Manager will be final authority for deciding which oil can be reprocessed and which cannot be, and it will be based on approval from Plant Laboratory/ QA.

K. The recovery rate will be as per below:

i. **For Bulk Material** : For Losses beyond 0.1 % for bulk product, recovery will be made from the re-packer at the rate of DBP (Dealer Billing Price) in barrel of the respective material less landed cost of empty barrel applicable as per LPUP plus penal charges of 15 % of DBP .

(DBP = PR00 price in retail channel + applicable GST)

ii. **For Packaging Material** : Losses on account of physical shortage will be calculated on monthly basis as per LPUP ( with GST )+ transportation charges if applicable + penal charges of 15 % of the total value

iii. Reprocessing cost: As decided by plant on the basis of existing average blending cost of similar grades plus associated expenses like transfer charges, transit loss, excise losses etc. which should be confirmed by Lubes HQ Finance.

L. The recovery towards off spec losses should be done on immediate basis and the Repacker is to be advised by respective role holder at plant to pay the amount by Demand Draft/ Pay Order within one week from monthly actual incidence date of such off specs.



			the month		supply		availability of PKG, Bulk, if yes  Reason	explanation of Repacker
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Supplies by **M/s XXXXXXXXXXXXX** are required to be made as per advised delivery schedule. **M/s XXXXXXXXXXXXX** will have to pay to the Corporation by way of penalty, an amount equal to 1/2% (one half percent) of the contracted price of the item so delayed for each week of such delay in delivery subject to a maximum of 5% of contracted price of that item. The penalty will have to be paid even in case of part delivery.

In case of delays from BPCL end for bulk supplies/ packaging materials supplies, hindrance register is required to be maintained by re packers and duly approved by BPCL. The no of days of delays because of Repacker will be considered for levying penalty if any.

**Risk Purchase :**

BPCL reserves the right to curtail or cancel the order either in full or part thereof if **M/s XXXXXXXXXXXXX** fails to comply with the delivery schedule and other terms & conditions of the order/ tender. BPCL also reserves the right to get the repacking done through other sources at **M/s XXXXXXXXXXXXX**'s entire risk, cost, responsibility and consequences. Further, **M/s XXXXXXXXXXXXX** agrees that in such cases of repacking done through other sources by BPCL, the differential amount paid by BPCL shall be on account of the **M/s XXXXXXXXXXXXX** together with any interest and other costs accrued thereon for such repacking.

**Section 8 - Payment and Invoicing**

**8.1 Invoices.**

Once a month **M/s XXXXXXXXXXXXX** shall invoice BPCL for the Charges for filling or repacking of Finished Products as per agreed rate schedule. Such Invoice would be submitted within 7 days of expiry of month

8.2 The Charges shall be inclusive of taxes like GST etc. and the same shall be reimbursed by BPCL to **M/s XXXXXXXXXXXXX** with necessary proof to be provided by **M/s XXXXXXXXXXXXX**.

8.3 **M/s XXXXXXXXXXXXX**, by delivering an invoice, represents and warrants that all documents submitted in support of its invoice are true and correct.

**8.4 Payment of Invoices**

Payment Timing

Payment of charges for the, the re-packing of Finished Products shall be settled through NEFT payment at Mumbai within 30 days of the month following the month in which services are rendered by **M/s XXXXXXXXXXXXX**, subject to **M/s XXXXXXXXXXXXX** submitting invoices in time. Otherwise, the time for payment would be suitably extended.

**Section 9 -Delivery; Title and Risk**

9.1 **M/s XXXXXXXXXXXXX** shall uplift the Finished Products available at the Wadilube Plant of BPCL.

9.2 Risk of loss or damage finished bulk products and packing material uplifted from BPCL shall be of **M/s XXXXXXXXXXXXX** till it passes the quality assurance of BPCL at Wadilube after receipt of Repacked products.

9.3 **M/s XXXXXXXXXXXX** shall arrange for the transportation for upliftment of finished bulk, packaging material from Wadilube and for repacked finished products Deliveries to BPCL. **M/s XXXXXXXXXXXX** shall be responsible to generate the invoice documents for each Delivery.

9.4 **M/s XXXXXXXXXXXX** shall be responsible to unload the Finished Products at the BPCL designated place and hand over the invoice documents to the BPCL. Prior to loading the Finished Repacked Products, **M/s XXXXXXXXXXXX** will thoroughly check the trucks for cleanliness as per vehicle inspection procedure given by BPCL.

#### **Section 10 – Measurements**

10.1 **Bulk Loading for Trucks** : **M/s XXXXXXXXXXXX** shall be responsible for assuring that the quantities, specified as contents of a truck filled by **M/s XXXXXXXXXXXX** will be in full and correct measure and in compliance with the quantity shown on the bill of lading to be delivered to BPCL. All measurements of bulk will be in 29.5 degree. Under no circumstances conversion of weight to volume will be allowed.

10.2 All volumes used for measurement shall be temperature corrected to 29.5 degree Celsius in accordance with the latest edition of the joint API/ASTM-IP Petroleum measurement tables. **M/s XXXXXXXXXXXX** shall ensure that the packing accuracies are within the statutory norms prescribed, and indemnifies BPCL in this regard with respect to the Standards of Weights and Measures Act and the rules are made there under ("SWAM").

10.3 **M/s XXXXXXXXXXXX** shall obtain and maintain licensed certification from Weights & Measures Dept. of all Filling, weighing machines & measuring devices affecting BPCL filling at least annually or more often if so required by applicable law. Copies of the licensed certification or evidence of metering device compliance will be provided to BPCL

#### **Section 11 - Independent Contractors**

Nothing in this Agreement shall be construed to constitute BPCL or **M/s XXXXXXXXXXXX** as a partner, joint venture, agent or other representative of the other. Each is an independent company retaining complete control over and complete responsibility for its own operations and employees.

#### **Section 12 - Insurance**

12.1 **M/s XXXXXXXXXXXX** shall procure and maintain at its sole expense all insurance for assets of the Plant, required by applicable laws.

12.2 **M/s XXXXXXXXXXXX** to insure adequately Stock of finished products and packaging materials or any other material issued by BPCL etc lying with **M/s XXXXXXXXXXXX** at any time against all perils like Theft, Fire, Floods civil commotion etc & Transit Risk. The true copies of the Insurance shall be provided by **M/s XXXXXXXXXXXX**, to BPCL from time to time.

#### **Section 13 - Taxes**

13.1 **XXXXXXXXXXXX** shall guarantee to BPCL that it shall comply with all statutory formalities for the taxes applicable as per the Tender Reference BPC/ WL.REPACKER.POUCH 18-19 **M/s XXXXXXXXXXXX** shall maintain true and fair documentation as per the excise rules and undertakes that such records shall be available for inspection as and when required by BPCL. BPCL shall under no circumstances be liable to reimburse any excise levy on account of violation or non-compliance of any excise laws by **M/s XXXXXXXXXXXX**. **M/s XXXXXXXXXXXX** will provide a statement on a monthly basis giving details of Annexure's of the products repacked by them.

13.2 VAT, GST and Similar Taxes. If any value added tax (VAT), goods and services tax (GST), other excise taxes and/or other similar taxes are applicable in India, the amount of these taxes shall be separately itemized and identified. **XXXXXXXXXXXX** shall provide BPCL on a timely basis with invoices, tax receipts and any other documentation that may be required for BPCL to obtain tax



reimbursement, credit, abatement or refund of any taxes assessed against BPCL and collected by **M/s XXXXXXXXXXXXX**.

13.3 **M/s XXXXXXXXXXXXX** also confirms any payments/disputes during the tenure of the Agreement or after conclusion of the Agreement by way of GST Audits/Inspections, if these amounts required to be paid by **M/s XXXXXXXXXXXXX**, **M/s XXXXXXXXXXXXX** shall pay the same and it will be **M/s XXXXXXXXXXXXX**'s liability alone and BPCL shall in no way be liable or obliged with the said liabilities or any part or portion thereof subject to the above said liabilities being caused due to negligence, willful act or omission of **M/s XXXXXXXXXXXXX** or any of its employees, agents, associates, and representatives. **M/s XXXXXXXXXXXXX** do hereby indemnify BPCL and keep BPCL indemnified and saved harmless of , from and against loss, damage and/or all costs, charges and expenses which **M/s XXXXXXXXXXXXX** may incur or suffer on account of BPCL by reason of the aforesaid excise matters including any legal charges in respect thereof and including any further or future liabilities whatsoever on account of **M/s XXXXXXXXXXXXX** and that this indemnity shall be fully effective and binding throughout and shall be binding upon **M/s XXXXXXXXXXXXX**'s successors and assigns to all intent and purpose that BPCL shall remain free from any liability or obligation and shall remain fully and truly saved harmless and indemnified absolutely and forever.

13.4 Without affecting the generality of the indemnity referred to hereinabove, **M/s XXXXXXXXXXXXX** shall fully and effectively indemnify and keep indemnified BPCL, its successors, assigns, estate and effects, officers, employees from and against all losses or otherwise howsoever on account of non- implementation, non-observance or non-performance of the terms and conditions of the subject Agreement or instructions issued by BPCL from time to time, or by reason of the breach, non-observance or non-confirmation with the provisions of the relevant provisions of the Law for the purpose of providing the services under this Agreement as may be applicable including all Laws, Acts, Rules, Regulations, Codes, Guidelines, Notifications etc and all other Rules, Regulations and Bye- laws made there under or any other Statute, Rules, Bye-laws or Acts in respect thereof or in relation to any Municipal license/s or permission/s issued for the purpose of providing the services under this Agreement by any Central or State Government or legal or statutory public body or authority as may be applicable from time to time or otherwise howsoever arising to the end and intent that **M/s XXXXXXXXXXXXX**'s indemnity to BPCL shall be enforceable by BPCL under all circumstances envisaged including any loss or damage that may have resulted on account of any negligence or irregular use or handling by any person for and on behalf of **M/s XXXXXXXXXXXXX** or by its employees and such indemnity shall be unconditional and irrevocable and shall not be discharged absolved or relieved on the ground that the loss or damage has arisen on account of any act or omission of any person over whom **M/s XXXXXXXXXXXXX** has no control.

#### **Section 14 -Force Majeure**

(a) Act of terrorism;

(b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

- Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and

b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately..

### **Section 15 - Assignment**

Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent shall be void.

### **Section 16 - Hazards and Compliance with Environmental, Health and Safety Laws**

16.1 The Finished Products covered under this Agreement are or may become hazardous. On the basis of BPCL's Material Safety Data Sheets for materials, **M/s XXXXXXXXXXXXX** shall inform and familiarize all employees, agents and contractor who may handle these materials of all hazards pertaining to them, goods made there from, all uses or applications thereof, containers in which the materials may be shipped or stored, equipment with which it is used and/or handled and any governmental laws and regulations relating thereto. **M/s XXXXXXXXXXXXX** undertakes to (a) label all applicable containers as appropriate and as may be legally mandated to give due warning and protection to its employees, agents and contractors from such hazards; and (b) inform, protect and train its agents and employees in the safe and proper uses, handling and labeling of the Finished Product.

16.2 **M/s XXXXXXXXXXXXX** shall assure and ensure for the necessary compliance with all laws, statutes applicable to repacking of the Finished Products including environmental law or regulation with respect to air, water, groundwater or soil, or any pollution control laws in full and shall indemnify BPCL against any losses suffered by BPCL on account of any breach of such laws.

16.3 **M/s XXXXXXXXXXXXX** shall be responsible for compliance with all applicable governmental worker safety laws and regulations.

16.4 **M/s XXXXXXXXXXXXX** will include a copy of the relevant Material Safety Data Sheets with the shipping papers for all shipments.

16.5 **M/s XXXXXXXXXXXXX** will immediately notify BPCL in writing, within twenty four (24) hours maximum, of accidents involving BPCL material in **M/s XXXXXXXXXXXXX's** custody or within the **M/s XXXXXXXXXXXXX's** knowledge.

16.6 **M/s XXXXXXXXXXXXX** represents and warrants that it understands the hazardous nature of the substances which may be involved with the Services and the risks which are presented to persons, property and the environment.

### **Section 17 - Compliance with Applicable Laws**

In the performance of this Agreement, both BPCL and **M/s XXXXXXXXXXXX** shall comply with all applicable Indian governmental laws, orders or regulations, licenses during the tenure of the agreement.

**Section 18 - Trademarks**

Labels, packages, technical information or any other materials provided to **M/s XXXXXXXXXXXX** shall contain trademarks, brand names, trade names, hallmarks, designs and color schemes which BPCL has the right to use. **M/s XXXXXXXXXXXX** shall not infringe copy, imitate or otherwise deal with brand name, trade merchandise marks or devices of designs/copyright belonging to BPCL, except as necessary for **M/s XXXXXXXXXXXX** to carry out its obligations under this Agreement.

**Section 19 – Notice**

Any notices required or permitted to be given or made under this Agreement by one of the parties to the other shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered in person or if mailed by registered mail addressed to such party (ies) as shown below: If to BPCL:

**The Plant Manager, Wadilube  
BHARAT PETROLEUM CORPORATION LIMITED  
WADILUBE INSTALLATION,  
MALLET ROAD, WADIBUNDER MUMBAI -400009.**

If to **M/s XXXXXXXXXXXX**:

**XXXXXXXXXXXX**

**XXXXXXX**

**XXXXXXXXXXXX**

Or to such other address as the addressee shall have by notice given to the other party in manner provided herein. A notice shall be considered delivered upon the earlier of (i) three (3) Business Days of the date following the date it was transmitted or mailed or (ii) acknowledgment of notice by the party(ies) to be notified.

**Section 20 – Arbitration**

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

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at Mumbai
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

## **Section 21 –Termination**

21.1 Notwithstanding anything to the contrary herein contained, BPCL shall also be at liberty at its entire discretion to terminate this agreement forthwith upon or at any time after the happening of any of the following events namely:

- a) If **M/s XXXXXXXXXXXX** commit a delay, breach or default of any of the terms, conditions, covenants and stipulations contained herein.
- b) **M/s XXXXXXXXXXXX**, being a Company or organized body goes into liquidation whether voluntarily or compulsory or if a distress, execution or other process shall be levied upon or if an encumbrance takes possession or a receiver is appointed of any part of the property of **M/s XXXXXXXXXXXX**
- c) If any attachment is levied and continued to be levied for a period of seven days upon **M/s XXXXXXXXXXXX** 's effects.
- d) If **M/s XXXXXXXXXXXX** is involved in any criminal offence relating to Moral Turpitude.
- e) If a receiver is appointed of any of **M/s XXXXXXXXXXXX**'s property or assets.
- f) If the license issued to **M/s XXXXXXXXXXXX** by the relevant statutory authorities is cancelled or revoked.
- g) If **M/s XXXXXXXXXXXX** have made default in payment of any money of the BPCL without formal approval of the BPCL in writing.
- h) If **M/s XXXXXXXXXXXX** fail to adhere to the instructions issued to them by the BPCL from time to time in respect of the business condition herein.
- i) If **M/s XXXXXXXXXXXX** contaminate or tamper with the quality of BPCL's product given in you.
- j) If the ownership / tenancy of the premises from which **M/s XXXXXXXXXXXX** is carrying on the business if transferred/terminated for any reason whatsoever.
- k) If **M/s XXXXXXXXXXXX**, itself or to its servant or agents commit or suffer to committed any act which in the opinion of the Executive Director (Lubes) of the BPCL is prejudicial to the interest or good name of BPCL or its product. Executive Director (Lubes) shall not be bound to give reasons to such decisions.
- l) The BPCL's right to terminate the contractual obligations under this clause shall be without prejudice to and without affecting any of its rights and remedies against **M/s XXXXXXXXXXXX**.

In the event of BPCL terminating this agreement under the provisions of this clause, BPCL shall not be liable to pay for any loss or compensation in respect of such termination.

Without prejudice to the foregoing provisions or anything to the contrary herein contained either or the parties hereto namely you and BPCL shall be entitled to terminate this agreement on giving 90 days written notice to the other parties without assigning any reasons for such termination.

## **Section 22 - Remaining Stock on Expiration or Termination**

22.1 On the expiration or termination of this Agreement for any reason, **M/s XXXXXXXXXXXX** shall return to BPCL all the goods of BPCL like Finished Products, Packaging Materials and any other goods issued to **M/s XXXXXXXXXXXX** by BPCL. **M/s XXXXXXXXXXXX** shall arrange to deliver the same from the premises of **M/s XXXXXXXXXXXX**, at its own cost and expenses to BPCL s premises within a period of fifteen days from date of termination of the contract.

22.2 Immediately after the closure of business on the effective termination date (End Date), **M/s XXXXXXXXXXXX** must carry out a full physical stock take of Remaining Stock in the presence of at least one representative of BPCL

22.3 Following the stock take, **M/s XXXXXXXXXXXX** must:

- (1) Compile a list of Remaining Stock in accordance with the principles in Section 23.1 (the Remaining Stock List); and
- (2) provide the Remaining Stock List to BPCL by no later than seven (7) Business/working days following the End Date.

22.4 At the sole option of BPCL, **M/s XXXXXXXXXXXXX** can purchase in whole or in part the items in the Remaining Stock List at a mutually agreed price with BPCL within thirty (30) days of BPCL's receipt of the Remaining Stock List.

**Section 24 - Severability**

This Agreement is subject to all applicable laws and nothing herein is intended to violate any such law. If any Section or provision of this Agreement is held to be invalid or unenforceable by any court, the invalidity or unenforceability of such Section or provision does not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable Sections or provision had not been contained in this Agreement.

**Section 25 - Entirety**

This Agreement, including any Exhibits attached hereto, embodies the entire agreement between the parties regarding the matter set forth herein and supersedes all prior and contemporaneous agreements or understandings covering the subject of this Agreement, whether oral or written, between the parties.

**Section 26 - Waiver**

No course of dealing and no delay by either party in exercising any right, power or shall operate as a waiver thereof or otherwise prejudice its rights, powers or remedies. No waiver actually made by either party of any breach of the terms of this Agreement by the other shall be construed as a waiver of any succeeding breach of the same or any other term herein. No right, power or remedy conferred hereby or available at law shall be exclusive of any other right, power or remedy.

The provisions hereof may be waived, supplemented or amended only by an instrument in writing signed by a duly authorized representative of each of the parties hereto.

Any stamp duty and/or registration charges or other duties payable to this Agreement, if any would be borne by **M/s XXXXXXXXXXXXX** alone in full.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

SIGNED for and on behalf of

..... by

Name

BPCL WITNESSES:

- 1.
- 2.

SIGNED for and on behalf of

**M/s XXXXXXXXXXXXX**, by

Name: .....

Managing Director

WITNESSES

- 1.
- 2.

**Exhibit A**

**Finished Products to be Repacked**

1. BPCL brands of lubricating oils as notified by BPCL to **M/s XXXXXXXXXXXXX** from time to time for the following classifications of applications:-

Automotive

Industrial

**(Only Repacking)**

Other products & Specialty Oils as and when agreed from time to time.

## **Exhibit B**

### **Repacking Charges**

1. 2T 20 ml pouch repacking charges – Rs XXX/- per 1000 Pouches
2. 2T 40 ml pouch repacking charges – Rs XXX/- per 1000 Pouches
3. 2T 60 ml pouch repacking charges – Rs XXX/- per 1000 Pouches

**Exhibit C**

**Quality Control tests :**

**QUALITY CONTROL CHECKS WHICH M/s XXXXXXXXXXXX SHOULD BE ABLE TO DO AT HIS PREMISES**

**I) RANDOM QC CHECKS FOR PACKAING MATERIAL:**

1. Visual appearance
2. Measurement of weight
3. Measurement of volume
4. Measurement of dimension
5. Colour
6. Bursting strength for cartons.

**II) QC CHECKS FOR LUBE OILS :**

1. Visual appearance
2. Density
3. Kinematic viscosity. at 100 Deg. C.
4. PMCC Flash point

**M/s XXXXXXXXXXXX** shall strictly conform to BPCL specifications / controls as per advice of BPCL.  
**M/s XXXXXXXXXXXX** shall also maintain proper records of QC checks. Additional QC checks if required will be informed to **M/s XXXXXXXXXXXX** from time to time by BPCL.



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Exhibit A Finished Products to be Repacked

Exhibit B Repacking Charges

Exhibit C Quality Control Tests and Procedures

Dated the XX XX XX XXXX

**Between**  
**BHARAT PETROLEUM CORPORATION LIMITED**

**And**

**M/s XXXXXXXXXXXXd.,**  
**MEMORANDUM OF AGREEMENT FOR REPACKING OF BPCL MAK LUBRICANTS IN POUCHES**

