



CERTIFICATE NO  
BN22530/21306



**BHARAT PETROLEUM CORPORATION LIMITED**

**CENTRAL PROCUREMENT ORGANISATION (MKTG)  
(ACCREDITED WITH ISO 9001: 2015)**

**“GLOBAL OPEN TENDER”**

**“PROCUREMENT OF ELECTRICAL CONDUCTIVITY METER FOR EV FLUIDS FOR BPCL R&D LUBES AT SEWREE  
(MUMBAI)”**

**E-TENDER: 22795**

**PRE-BID MEETING: 28.10.2025 @ 14:30 HRS IST**

**TENDER DUE ON: 14.11.2025 @ 15:00 HRS IST**

**‘A’ INSTALLATION, SEWREE FORT ROAD SEWREE (E), MUMBAI – 400015**

Name	Designation	Mobile Number	Email ID
Mr. Praveen Kumar	Sr. Manager Procurement	9425394020	praveenkumar002@bharatpetroleum.in
Mr. Kamlesh Choudhary	Procurement Leader	9102011419	choudharyk@bharatpetroleum.in
Mr. Nikhil Kumar	Sr. Manager R&D (Lubes)	9167219583	nikhilkumar@corp.bharatpetroleum.com

Dear Sir/Madam,

**SUBJECT: NOTICE INVITING TENDER (NIT)**

**NAME OF JOB: PROCUREMENT OF ELECTRICAL CONDUCTIVITY METER FOR EV FLUIDS FOR BPCL R&D LUBES AT SEWREE (MUMBAI)**

You are invited to submit your offer as E-bids in two-part (techno - commercial and Price Bid) for the above work on the terms and conditions contained in this tender document.

1. The Electrical Conductivity Meter (1 No) as per the technical specification is required to be delivered and installed at R&D Lubes Sewree Mumbai.
2. **Scope of Supply:** F.O.R., Door Delivery Basis. Goods should be delivered, securely packed and in good order and condition, at the place of delivery. Transportation, Loading and stacking, unloading at BPCL plant locations including Transit insurance of the material etc. complete delivery at site is in scope of vendor.
3. **EMD: NIL**
4. **Pre-Bid Meeting** for the tender will be held on 28.10.2025 commencing at 14:30 Hrs IST over a Video conference / calling. Parties desiring to attend the pre-bid meeting through Video Conference on MS teams - [Click Here](#) to join.
5. **STRUCTURE OF THE TENDER:** It is a TWO-PART-BID E-Tender, having Techno-Commercial and Price Bids. Please visit the GeM website for online participating in this tender and submitting bid. The Tender consists of the following Attachments and Forms. Bidders have to carefully study the same for easy participation:

1	Instructions To Bidder For Domestic Tenders	Annexure I
2	Special Purchase conditions	Annexure II
3	Bid Qualification Criteria	Annexure III
4	Technical Specification	Annexure IV

**6. TECHNICAL BID**

- a. Bidders have to submit all documents as per details covered in the Annexures of this document.
- b. BPCL team may visit vendor's manufacturing plant to authenticate the technical parameters covered under Bid Qualification Criteria.
- c. Successful bidders who qualify the Bid Qualification Criteria will only be considered for further technical and commercial evaluation.
- d. Bids submitted by a bidder shall be rejected in case BPCL observes any deviation from the declaration given by the bidder or if the requisite documents are not submitted as per bid qualification criteria.

## **7. PRICE BID**

- a. The price bids shall be opened only for those bidders who meet bid qualification criteria (BQC) and found technically qualified.
8. The bids received till closing date & time will be opened only through the C1 portal. BPCL reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw/ cancel / modify this tender without assigning any reason whatsoever.

Thanking you,  
Yours faithfully,

**For Bharat Petroleum Corporation**

**sd/-**  
**Mr. Kamlesh Choudhary**  
**Procurement Leader - CPO (Mktg.)**

**INSTRUCTIONS TO BIDDER FOR DOMESTIC TENDERS**

(17.07.2025)

1. Competitive offers are invited in two-part bid- Bid Qualification Cum Techno Commercial Bid and Price Bid from eligible bidders.
  2. Successful bidders will be issued LOA by CPO (Mktg.).
  3. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Bidders are requested to carefully study all the documents/ annexures and understand the conditions, specifications, drawings, corrigendum etc. before submitting the tender and quoting the rates. In case of doubt, written queries should be raised within 7 days in case of limited tenders and 14 days in case of open tenders from the date of publication of the tender. However this shall not be a justification for request for extension of due date for submission of bids.
  4. **REFERENCE FOR DOCUMENTATION:**
    - 4.1. The number and date of Collective Request for Quotation (CRFQ) & E- Tender Number/ Gem Tender Number must appear on all correspondence before finalization of Rate Contract / Purchase Order.
    - 4.2. After finalization of Contract / Purchase Order, the number and date of Contract/Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
  5. **LANGUAGE OF BID:**
    - 5.1. The Bid and all supporting documentation and all correspondence exchanged by bidder and Corporation, shall be written in English language only.
  6. **INTEGRITY PACT (IP):** (Applicable for all tenders of value above Rs.1 Crore)  
 Integrity Pact is a pact between BPCL (as a purchaser) on one hand and the bidder on the other hand stating that the two parties are committed to each other in regard to ensuring transparency and fair dealings in this procurement activity. Bidders shall have to essentially sign this pact, for participating in this tender, as per the pro-forma given in the tender. The salient features of this programme:
    - 6.1. Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP Document duly signed along with the bid documents shall result in the bid not being considered for further evaluation.
  7. All documents attached with the Bid Qualification Cum Techno Commercial Bid, price bid and all corrigenda issued shall form the part of the tender. Bid Qualification criteria documents, techno-Commercial bid and the price bid will be submitted online. Bidders are required to refer to the list of Documents sought by BPCL for meeting the Bid qualification Criteria of the tender.
- Note: - BQC is applicable only for open tender or where specifically mentioned in limited tender.***
8. For tenders submitted on BPCL e-procurement portal, the bid shall be required to be digitally signed with a class III or above digital signature by the authorized signatory.

**Bidders' submission of tender with their digital signature (for tenders submitted on BPCL e-procurement portal) shall be considered as token of having read, understood and acceptance of all the terms and conditions of the tender.**

**9. EARNEST MONEY DEPOSIT: EMD may be submitted in form of e-BG or NEFT/RTGS transfer to BPCL Account or Bank Guarantee\* (as per format in GCC) or / OR Insurance Surety Bond (as per format in GCC).**

- 9.1. If bidders intend to submit EMD in the form of Bank Guarantee (BG), it is recommended to ask your bank to issue e-BG. e-BG should be generated on or before the due date & time of the tender. Copy of e-BG should be uploaded along with bid against the tender on e-Procurement website.

**Details required for e-BG are:**

Vendor should ensure the following for issue of E- Bank guarantee:

- The issuing bank is on SFMS platform
- SFMS Message type used is 760 COV
- For BG amendment, message type 767COV is to be used.
- SFMS contains following details:  
Beneficiary's bank name: ICICI Bank  
IFSC Code: ICIC0000393  
BPCL'S Customer ID: BPCL583493800

**Details of BPCL required for e-Bank Guarantee (e-BG) is given below:**

Name	BHARAT PETROLEUM CORPORATION LIMITED
UIN / PAN	AAACB2902M
Legal Constitution of the Party	COMPANY
Date of Incorporation	1952-11-03
Email ID	<a href="mailto:sawantshyam@bharatpetroleum.in">sawantshyam@bharatpetroleum.in</a>
Contact No.	9892949644
Registered Address	BHARAT BHAVAN, 4 AND 6 CURRIMBHOY ROAD, BALLARD ESTATE, MUMBAI, MAHARASHTRA- 400001
Registered Pin	400001
Communication Address	BHARAT PETROLEUM CORPORATION LTD. BUSINESS PROCESS EXCELLENCE CENTRE (BPEC) BPCL OFFICE COMPLEX, PLOT NO. 6, SECTOR - 2, KHARGHAR, NEW MUMBAI, MAHARASHTRA- 410210
Communication Pin	410210

- 9.2. NEFT/RTGS to be provided for an amount mentioned in BQC/Tender Enquiry to the beneficiary as detailed below:

**Beneficiary's Name: Bharat Petroleum Corporation Limited**  
**Bank Name: Standard Chartered Bank, Fort Branch**  
**A/c No.: 22205020131**  
**IFSC CODE: SCBL0036001**

- 9.3. Bidders may also submit the EMD bank guarantee in physical form if their Bank is not in position to issue e-Bank Guarantee. For this, a letter or an email from the bank shall be provided to BPCL for acceptance of physical BG. The BG should be submitted in a sealed envelope addressed to

Procurement Leader, Gr-XXX , boldly super- scribed on the outer cover –

**Tender No.:**

**Tender Title (Name of Work):**

**Closing Date / Time:**

**Name of the Bidder:**

Physical EMD BG should be sent by Registered Post/Courier to the following address so as to reach on or before the due date & time of the tender:

**CENTRAL PROCUREMENT ORGANIZATION (CPO)- Mktg.,  
BHARAT PETROLEUM CORPORATION LIMITED  
'A' INSTALLATION,  
SEWREE FORT ROAD,  
SEWREE, MUMBAI-400015**

- 9.4. BPCL will not be responsible for non-receipt of EMD/instrument(s) due to postal delay/loss in transit etc.
- 9.5. Demand Draft, Cheques, cash, Money Orders, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.
- 9.6. Bid received without the EMD is liable to be rejected.
- 9.7. Bidders registered with BPCL shall also submit the EMD as mentioned above.
- 9.8. Exemption of EMD would be in line with policy of Govt. of India for MSE vendors.
- 9.9. For GEM tender EMD exemption shall be as per GeM EMD Exemption clause detailed in GTC (General Terms and Conditions of GeM portal).

#### **10. DOCUMENTS TO BE SUBMITTED BY BIDDER:**

Bidder shall furnish the necessary documents as per tender conditions along with the bid. In the absence of such documents, BPCL reserve the right to reject the Bid without making any reference to the bidder or assigning any reason whatsoever.

In case of Open tender floated on BPCL e-Proc/GeM platform, Bidder shall submit the following documents as per Bid Qualification Criteria (BQC), Technical and Techno- commercial requirement of tender:

##### **Documents required for Technical Criteria of BQC:**

Bidder (as defined in the Bid Qualification Criteria) shall submit the required documents as per technical criteria of BQC.

##### **10.1. Technical Criteria- [FOR WORKS / SERVICE TENDERS]:**

###### **Document required:**

- 10.1.1. Signed Agreement/PO copy/Work order/LOI or any other valid document which shows value of awarded works. The work order for similar work(s) shall be in the name of the bidder. In case of combined works, ***TPIA verified calculations of bifurcated cost*** towards the similar work is to

be submitted. The orders executed in foreign currency shall be converted into INR based on financial benchmarks India Private Limited exchange rate on the date on which the order was placed.

- 10.1.2. Completion Certificate/Final Bill certified by the client or any other document which conclusively proves completion of the awarded work. This document shall clearly mention Name of the client, Name of the job, Work Order / Purchase order / LOA No. and date, Value of Completed work, and Date of completion of work.
- 10.1.3. Any additional document required as mentioned in the Bid qualification Criteria.
- 10.1.4. All documents must be in the name of bidder/ or as mentioned in the Bid Qualification Criteria
- 10.1.5. For long term/ongoing contracts the value of work **completed/executed (as mentioned in Bid Qualification Criteria)** and paid against the contract till the last day of the month previous to the one in which tender is invited shall be considered for similar work value.
- 10.1.6. In **case bidder is a sub – contractor**, the following documents are additionally required:
  - Written consent of the owner to sub-contract for execution of works
  - Agreement executed /documents issued by contractor
  - Completion certificate issued by the contractor to the sub – contractor
  - Completion certificate issued by the owner to the contractor/sub-contractor

## 10.2. Technical Criteria- [FOR GOODS TENDERS]:

### 10.2.1. **Manufacturing Capability:**

#### Document required:

In case only OEM (Original Equipment Manufacturer) is allowed to participate:

- Factory License OR Pollution Control Board certificate OR NSIC certificate OR any other Statutory document clearly indicating that bidder is Manufacturer of the tendered item.
- The documents/licenses as per above shall specify the manufacturing range OR shall indicate that the bidder is a manufacturer of the tendered item. In case, the tender item details are not mentioned in the above documents, a certificate from TPIA (after factory inspection, **post floating of the tender**) stating that Bidder is a manufacturer of the tendered item be submitted. For this purpose bidder shall engage a TPIA who is registered under “NABCB accredited bodies as per requirement of ISO/IEC17020 as Type A” in QCI NABCB.

In case the tender allows participation of an Authorized Channel Partner AND/OR Authorized Agent AND/OR Dealer AND/OR Authorized Distributor:

- The bidder can use the credentials of the Principal (Manufacturer) only for the Technical Criteria (i.e. Manufacturing Capability and / or Supplying Capability stipulated in Technical Criteria). The bidder on their own shall meet the other Criteria. (viz. Service Support in India, Financial Criteria etc.)

In case of **Authorized Channel Partner AND/OR Authorized Agent AND/OR Dealer AND/OR Authorized Distributor:**

- Bidder to submit all the documents as per clause (a) above pertaining to the OEM, **clearly indicating that the OEM /Principal is a manufacturer of the tendered item.**
- The bidder should submit an Authority letter issued by Principal specific to the tender. In addition, back to back guarantee (specific to the tender) shall be provided by the Principal, clearly stating that they shall fulfill the contractual obligations for Supply, Service and Warranty of the tendered item in case of failure of the bidder.
- An Indian channel partner/agent/dealer/distributor can participate on behalf of only one Principal. He shall not be allowed to quote on behalf of another Principal in the same tender.

- Principal should authorize the channel partner /agent /dealer /distributor to submit their bid in the tender. In such a case, the Principal cannot participate directly in the same tender.

#### 10.2.2. **Supplying Capacity:**

##### Documents required:

TPIA verified list of Invoices of any continuous 12 months period issued by the bidder in the last 7 years ending on last day of the month previous to the one in which tender is invited, totaling to at least XXXX **(Quantity to be decided based on market study/last contracts/tenders/OMC references).**

Sr. no.	Invoice no.	Invoice dt.	Qty. Supplied	Sold to	PO No.

#### 10.3. Documents required for **Financial Criteria** of BQC:

Bidder shall submit the following financial documents.

10.3.1. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts for previous three financial years along with the Bid to establish Bidder's conformance to financial criteria and prove existence since three years.

10.3.2. In case the financial year closing date is within 6 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year.

In case the financial year closing date is within 6 – 9 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year provided Bidder submits a letter from CA / Cost Auditor/ Statutory Auditor stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements.

In case the financial year closing date is beyond 9 months of original bid due date, it is compulsory to submit the financial details of the immediate three preceding financial years. Example,

In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

10.4. **Document Verification:** During BQC/EMD stage all vendors will have to provide self- certified copies of certificates and documents, with an undertaking to submit \*TPIA verified scanned documents or produce the original documents for verification by Proc. Manager in case the vendor emerges as successful (\*TPIAs which are accredited under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as type "A" in QCI's NABCB website (<https://nabcb.qci.org.in/inspection-body/>), unless otherwise stated in BQC.



**All documents submitted through BPCL e-procurement portal or GeM portal shall be deemed to have been self-certified by the bidder, unless otherwise specifically sought.**

**All declarations to be self-certified.**

- **For Work order issued by BPCL TPIA Certification is not required.**
- **TPIA certification is not required for documents submitted in Original.**

Post opening of price bids, the successful bidder(s) is required to submit the TPIA verified scanned documents within 5 days of communication by BPCL. In case a vendor is not able to submit the required documents, action shall be initiated against the Vendor. A Show cause notice for holiday listing would be issued by the procurement leader, which is to be replied by the vendor within 7 days.

Subsequently, the vendor shall be holiday listed forthwith by Competent Authority without any further process for the minimum period as mentioned in the holiday listing policy.

The bidders who are already registered with BPCL shall also submit all the documents as mentioned above.

#### **10.5. Documents to be submitted by MSE (Micro/Small enterprise) Bidder:**

- 10.5.1. Bidders quoting as Micro and Small Enterprise shall submit scanned copy of MSE document i.e. valid **“Udyam Registration Certificate”** along with scanned copy of CA certificate (as per the format attached as Annexure-A), to avail the benefits of Public Procurement Policy as per MSMED Act 2006/Public Procurement Policy Order 2012 (as amended from time to time).
- 10.5.2. In case CA certificate is not submitted, bidder shall not be considered as MSE and such bidder shall not be eligible to avail the benefits of Public Procurement Policy as per MSMED Act 2006/Public Procurement Policy Order 2012 (as amended from time to time).
- 10.5.3. In case of GeM tenders bidders should have updated their MSE status in their vendor profile to avail the benefit of Purchase Preference.

The CA certificate should be dated after the date of floating of tender and shall be specific to the tender for which bid is being submitted.

Purchase preference to MSE vendors (as per clause 5 of GCC) will be applicable only for Goods and Service tenders and **not** for works contracts.

#### **11. TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS):**

Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate discounting of trade receivables of MSMEs from corporate buyers through invoice discounting by multiple financiers. Bharat Petroleum Corporation Limited (BPCL) is registered with TReDS platform of the aggregators M/s. Receivables Exchange of India Ltd (RXIL), M/s Invoice mart, M/s. M1xchange and M/s C2treds, M/s DTX. The eligible MSME bidders can avail the discounting facility by registering either in one or multiple TReDS platform of the aggregators. It enables the sellers (MSMEs) to discount their invoices through the aggregators to the financiers at competitive rates thus unlocking their working capital swiftly.

#### **12. ZED / Lean Certifications for MSE vendors:**

MSE vendors are encouraged to obtain ZED / Lean Certifications to improve their manufacturing processes, reduce defects, enhance product quality in line with global standards.

13. Bidder shall ensure that any certificate/ reports issued/ attested by a practicing-chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued/ attested without UDIN number of practicing chartered accountant in India will not be considered for evaluation.
14. Charges of TPIA Verification & CA Certificate: All charges of the third party verification and CA certificate shall be borne by the Bidders.
15. Submission of authentic documents is the prime responsibility of the bidder. Wherever BPCL has concern or apprehensions regarding the authenticity/correctness of any document or information, BPCL reserve the right to get the documents cross-verified from the document issuing authority.

BPCL reserves the right to inspect the facilities at party's work to confirm their capabilities. BPCL also reserves the right to independently assess the capability and capacity of the bidder for execution of the project. If document authenticity cannot be established, the bid shall be rejected and administrative action (as applicable) shall be taken.

16. Failure to submit the above documents as per Qualification Criteria will render the Bid liable to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given in the tender. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.

17. **PERFORMANCE SECURITY / RETENTION MONEY:**

Performance Security is applicable for all contracts with value exceeding Rs.10 Lacs.

Following 02 options are available with Successful bidder for submitting Security Deposit / deduction of Retention money.

**Option A**

Successful bidder can submit the Performance Security Deposit of 10% of basic contract value for Works Contract or (5% of basic contract value for Goods & Service Contract) as applicable, upfront within 15 days (or as specified in Tender Condition) from the receipt of LOA/award of Contract. Retention money shall not be deducted from running bills in such cases.

**Option B**

Bidder opting for performance security in the form of retention money from the running bills, in such case the party shall be required to submit 2.5% of the basic contract value after setting off EMD submitted, if any, within 15 days (or as specified in Tender Condition) from the receipt of LOA/award of Contract and the remaining performance security shall be collected in the form of retention money.

Retention money shall be deducted from each running account bill at the rate of 7.5% of basic bill value (for Works Contract) / 2.5% of basic bill value (for Goods & Service Contract) till overall amount of 10% (for Works Contract) or 5% (for Goods & Service Contract) of basic contract value is collected.

In above mentioned both options, if performance security deposit/ security deposit is submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period, defect liability period (if any) and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed in GCC.

In case where purchase order / work order (**such as Rate contract where consumption is not firm**) are issued pursuant to the outline agreement, the security deposit @ 5% / 10%, as applicable, shall be collected based on the value of the purchase order / Work Order released from time to time. In case of ARC service contracts, performance guarantee shall be collected based on 5% of the estimated annual cashflow.

Performance security may also be in the form of NEFT/ Insurance Surety Bond.

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

#### **18. VALIDITY OF QUOTE:**

The quote shall be valid for 120 days (for limited tenders) and 180 days (for Open tenders) from the opening date of the tender. This condition supersedes GPC/ GCC condition.

#### **19. SUBMISSION OF BIDS:**

- 19.1. **Bidders to note that any deviation if any to the technical/commercial terms and conditions of this tender should be mentioned only in the “DEVIATION” bid form attached. If any bidder fails to do so, it shall be construed that they have no deviations whatsoever to the tender terms and conditions. It is also reiterated that BPCL will not take cognizance of any clarifications/comments mentioned by the bidder in any other document. Similarly if any document is uploaded by the bidder, which inter alia would imply variation or deviation to tender specifications or any terms and conditions of the tender, it shall be taken into consideration for techno commercial evaluation if and only if the reference to the same is mentioned in the deviation bid from.**
- 19.2. **Proforma of Integrity Pact (IP) has been uploaded as a part of tender documents. Bidder shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by bidder along with other bid documents.**
- 19.3. **Upload a scanned copy (in pdf or jpg format) of the following documents:**
  - 19.3.1. **All the Bid Qualification Documents (For Open tenders)**

In case the no. of pages to be uploaded are more, then the same can also be zipped and uploaded.
  - 19.3.2. **Price bid:**

Online fill in the quotes in the price bid form. Price Bids have to be submitted online. Bidders should **NOT** mention any price anywhere else in the bidding forms.

**20. Incomplete bids are liable to be rejected. No further correspondence/enquiries raised on this issue by the bidder shall be entertained. Any terms and conditions stated by the Bidder in his bid will not be binding on the Corporation.**

**21. Unsolicited / conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.**

#### **22. ACCEPTANCE/EVALUATION OF BIDS BY THE CORPORATION:**

##### **22.1. BID QUALIFICATION & TECHNO-COMMERCIAL BID**

Based on the information and documents submitted, only parties meeting the Bid Qualification Criteria will qualify for the techno commercial evaluation. Price bid of only those bidders shall be

opened who qualify in the Techno-commercial bid. The schedule for opening the price bid shall be advised separately.

## 22.2. PRICE BID

22.2.1. Through this tender, BPCL seeks to surface the lowest price supplier (OR AS MENTIONED IN THE EVALUATION METHODOLOGY)

22.2.2. In case of tender on the basis of % bidding on the published rates, bidder can quote either an overall increase or a discount (in percentage) on the published rates and this increase/discount will be applicable to all the items uniformly for the Price Bid. Bidder shall be allowed to quote the percentage up to a maximum of 2 decimal places.

**In case of tender on GeM portal bidders have to quote rates inclusive of GST as per the terms and conditions of GeM portal.**

*Note: In case of multiple L1's, reverse auction of the L1 bidders will be conducted to select the successful bidder.*

*For Service tenders floated in GeM portal, "Run L1", functionality shall be used to select the successful bidder.*

## 23. IN TENDERS WHERE GST RATE IS QUOTED BY THE BIDDER:

GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters "zero" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

In cases where the bidder quotes a wrong GST rate, for releasing the final order, the following methodology will be followed:

23.1. In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic rates. The final cash outflow will reduce to the extent of the revised GST.

23.2. In case the actual GST rate applicable for the state is more than the quoted GST rate, the basic rates quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

The Corporation reserves the right to reject any and /or every tender without assigning any reason whatsoever and/or place order on one or more bidders and/ or carry out negotiations with bidder in the manner considered appropriate by the Corporation.

## 24. **Public Procurement (Preference to Make in India)-Applicable for all the tenders of estimated value of above Rs. 1.0 Crore.**

Public Procurement (Preference to Make in India) order, 2017 issued by DPIIT and as amended time to time will be applicable, bidder to provide necessary declarations accordingly.

**The formats of undertakings are attached as Annexures. Bidders shall submit the required undertaking as specified in the tender bidding forms.**

*BPCL reserves the right to seek any other documents (like break up of value and percentage of the local content etc.) from bidder to establish/verify his claim of local content during the Tender Evaluation process.*

**25. NEW STATUTORY LEVIES:**

The taxes, duties, rates, and Cess quoted shall be final. New tax, if any, introduced later shall be on BPCL account from the date of bid submission (or extended date, if any) up to contract period. During contractual period, any variation in existing taxes, duties, rates and cess shall be borne by BPCL. Any upward statutory variation in taxes, duties rates and cess (including any new tax) beyond contractual completion date shall be borne by the bidder. However, in case of downward variation, the same shall be passed on to BPCL.

**26. GST details:**

Type of GST namely IGST/CGST-SGST will be determined based upon the billing address provided by the bidder in the tender & the state in which works are being executed.

Bidders are requested to enter SAC codes (Service Accounting Codes) / HSN codes as Applicable in the relevant column of the price bid.

For GeM Tender bidder to provide SAC codes (Service Accounting Codes) / HSN codes as Applicable for respective items in Technical Bid.

**27. Bidders may have to attend the concerned office of the Corporation for clarifications and/or pre-bid meeting and/or negotiations/clarifications if required at their own cost, in respect of their bids without any commitment from the Corporation.**

**28. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.**

**29. List of abbreviations used:**

- 29.1. The terms “BPC”, “BPCL”, The Corporation, the Company and Owner in the appropriate context means Bharat Petroleum Corporation Limited, the Company registered under Companies Act 1956 and includes its successors and assignees.
- 29.2. The term “LOA” in the appropriate context means Letter of Acceptance
- 29.3. The term “PO” in the appropriate context means Purchase Order

**30. DECLARATIONS/ UNDERTAKINGS BY BIDDERS:**

Bidders have to mandatorily submit the following declarations/undertakings as per the formats provided:

**30.1. DECLARATIONS ON HOLIDAY LISTING & LIQUIDATION:** Bidder shall submit the declarations that:

- Bidder is not under liquidation, court receivership or similar proceeding.
- Bidder is currently not serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealing with BPCL/ MOPNG or convicted of an offence –  
Under the Prevention of Corruption Act, 1988: or  
The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

30.2. **DECLARATION FOR SUBMISSION OF TPIA DOCS**

30.3. **DECLARATION ON CONFLICT OF INTEREST**

30.4. **COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA:**

Bidders have to submit an undertaking with respect to Compliance of Restrictions for Countries which share land border with India {Restrictions under Rule 144(xi) of the General Financial Rules, 2017– Reference OM no. 6/18/2019 – PPD dt. 23.07.2020 (read along with any subsequent clarifications/amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)}.

30.5. **DECLARATION ON ACCEPTANCE OF TERMS & CONDITIONS SOCIAL MEDIA POLICY OF BPCL:**

Terms & Conditions under Social Media Policy of BPCL for business partners are to provide clear guidance on acceptable standards of conduct and practices to be followed by the

Business Partners of Bharat Petroleum Corporation Limited, in the usage of social media tools during and post their association with the Corporation. These terms and conditions are intended to protect and safeguard *inter alia* the interests and reputation of the Corporation, in the access, use of or participation on Social Media platforms by such constituents. **Successful bidder/bidders shall have to essentially submit following documents for further evaluation in the tender:**

“Social Media T&Cs” document along with the bid documents, duly signed & stamped/ digitally signed by the same signatory who is authorized to sign the bid documents. All the pages of the “Social Media T&Cs” shall be duly signed. Bidder’s failure to return the “Social Media T&Cs” duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

30.6. **DECLARATION FOR PUBLIC PROCUREMENT POLICY-MAKE IN INDIA (PPP-MII):** Applicable for tenders above 1 Cr. Bidder should be Class I OR Class II local supplier as per PPP-MII policy. For tenders above Rs.10 Crore PPP-MII declaration from bidder giving the percentage (%) of Local Content along with certificate from the statutory auditor or cost auditor of the organization (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) confirming the minimum local content requirement.

**31. STARTUPS MEDIUM ENTERPRISES:**

In case a Startup is interested in supplying the tendered item, but does not meet the Pre-Qualification Criteria (PQC)/ Proven Track Record (PTR) of Prior Turnover norm as indicated in the tender document, i.e., in this case the Bid Qualification Criteria (BQC) mentioned above, the Startup is requested to write a detailed proposal separately and not against the present tender requirement, to the tender issuing authority about its product. Such proposals should be accompanied by relevant documents in support of Start-ups as under:

- 31.1. Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOI.
- 31.2. Certificate of Incorporation/Registration.

- 31.3. Audited P&L statement of all the Financial Years since incorporation. In case where balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Year since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. The certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.
- 31.4. Such proposal will be examined by the tender issuing authority who may consider inviting a detailed offer from the Startup with the intent to place a trial order or test order provided the Startup meets the Quality and Technical Specifications.
- 31.5. In case the Startup is successful in the trial order, it will be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time the entity remains a Startup.
- 31.6. Startups are exempted from submission of EMD.

### **32. SUBMISSION OF BANK GUARANTEE**

Bank Guarantee submitted by the vendors either for EMD/ Security Deposit or for Performance Guarantee shall be from any bank as detailed below:

SN	Particular	B G Value	Stipulations
1	Criteria for acceptance of BG	Up to Rs. 1 crore	Bank Guarantee from any scheduled bank (including nationalized banks, other scheduled commercial banks, scheduled cooperative banks, and scheduled regional rural banks) as appearing in the second schedule to the RBI act 1934 shall be acceptable.
2	Criteria for acceptance of BG	More than 1 crore	Bank Guarantees which are issued by Banks having long term issuer rating of 'A2' from Moody's or equivalent from Fitch and S&P in case of the foreign bank and long term issuer rating of at least 'AA' from CRISIL or equivalent from CARE, ICRA and India Ratings in case of Indian Banks, shall be acceptable. In case rating for a bank is available from more than one rating agency, the lowest of such rating shall be considered.
3	Replacement of BG		In case rating falls below stipulated level or that bank is under moratorium by RBI, all BGs issued by such bank must be replaced.

### **33. PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA**

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT - wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation 'Stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website [www.bmtpc.org](http://www.bmtpc.org).

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i. Seismic zone (II to V) for earthquakes,
- ii. Wind velocity(Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max. surge height
- iv. Thunderstorms history
- v. Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- vi. Landslides incidences with Annual rainfall normal
- vii. District wise Probable Max. Precipitation

### **34. CLAUSE ON CONFLICT OF INTEREST:**

The definition of bidder is the entity which has a unique PAN (Permanent Account Number).

A Bidder shall submit only one bid in a particular bidding process.

In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only single bid shall be submitted by the bidder.

Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders.

Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner.

A Bidder who submits more than one bid will cause all the proposals submitted in the particular tender to be disqualified.

In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- individual or proprietorship format and/or
  - a partnership or association of persons format and/or
  - a company format. Whereby,
    - A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- 1.1. A person shall be deemed to have bid in a partnership format or in association of persons format if



he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

1.2. A person shall be deemed to have bid in a company format if the person holds:

- 1.2.1. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
- 1.2.2. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
- 1.2.3. holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

### **35. REPEAT ORDER:**

A repeat order for the entire quantity awarded to a bidder/bidders against this tender could be placed by BPCL if the need arises, subject to concurrence by the bidder/bidders who was/were awarded the quantity/quantities against this tender. Such a repeat order, if required will be placed on the same rate and terms and conditions of this tender within 12 months of placement of original order.

## SPECIAL PURCHASE CONDITIONS

SR.	COMMERCIAL TERMS	VENDOR'S CONFIRMATION				
1	<p>Vendor on whom Contract/ Purchase Order is placed shall duly supply Gas Chromatograph at BPCL R&amp;D Lubes Sewree Mumbai as per the technical specification and delivery schedule of 90 days from the date of call off as specified in this tender.</p> <p>This is a firm requirement of following equipment along with spares and accessories:</p> <table><tr><th>EQUIPMENT</th><th>QUANTITY</th></tr><tr><td>ELECTRICAL CONDUCTIVITY METER</td><td>1 NO</td></tr></table>	EQUIPMENT	QUANTITY	ELECTRICAL CONDUCTIVITY METER	1 NO	
EQUIPMENT	QUANTITY					
ELECTRICAL CONDUCTIVITY METER	1 NO					
2	<p>Award Criteria: Award shall be made on L1 “Lowest landed cost basis (In INR equivalent)” inclusive of 3-year AMC cost (Post 2 year warranty) and all applicable taxes, duties and overheads for both Indian and foreign bidders.</p> <p>For Foreign Bidder: Delivered Price as per INCOTERM DDP at R&amp;D Sewree. For Indian Bidder: Delivered Price at R&amp;D Sewree inclusive of taxes and duties. Quoted prices in Indian Rupees for Indigenous Supply and in Foreign Currency (USD or Euro) for Imported supply shall be accepted in price bid.</p> <p>For evaluation purposes, all quoted values would be converted to Indian Rupees as on tender due date as per last available exchange rate for comparison of quotes.</p> <p>a. Exchange rate shall be based on TT selling exchange rate published by State Bank of India (SBI).</p> <p>b. In case reference rate for that non-INR currency is not available on SBI TT exchange rate then Financial Benchmarks India Pvt. Ltd. (FBIL) reference rates shall be used.</p> <p>c. If the conversion rate of the non-INR currency is not available on both of above platform, then exchange rate website OANDA Selling rates shall be used.</p>					
3	<p>Supply/Works place:</p> <p>For Domestic Bidders : Kindly mention your works / supply place from where material will be supplied.</p> <p>For Foreign Bidders; Country of origin from where the goods will be supplied.</p>					
4	<p><u>For Indian Bidders;</u> Indian Bidders shall quote in INR only.</p>					
5	<p><u>For foreign Bidders;</u> Furnish the currency of quote. Change in currency once quoted will not be allowed. Bidders shall quote either in USD/Euro for Supply.</p> <p>Consignee for all imports and domestic billing shall be on the name of BPCL. BPCL shall provide IE code / GST Number and other statutory documents as required to the successful foreign bidder.</p>					

6	<p>Basic Cost: Basic cost should be as per specs and also the basic cost should include cost covering 100% scope of supply.</p> <p>It may be noted that the rates quoted in the price bid will only be considered for evaluation. Revision of prices shall be applicable as per price variation clause. Vendor to quote their prices considering all the technical and commercial aspect including all Corrigendum (published if any).</p>	
7	Basic information from Vendor: Name of Vendor	
8	PAN Number	
9	Billing Address (Location from where materials shall be dispatch).	
10	GST Number	
11	HSN Code and SAC Code	
12	% of GST as per HSN code applicable for Materials Supply	
13	Any other information pertaining to TAX implementation or Import Duties.	
14	Validity of offer: Your quotation should be valid for six months from the due date of opening of tender and prices will remain firm till the supply is completed.	
15	Additional Levies: BPCL shall not be liable for any increase in taxes and duties or any additional levies imposed by Govt. on materials supply after the contractual delivery date.	
16	<p><b>Payment Terms:</b></p> <p>For Indian Bidders: 100 % of supply value within 30 days against supply installation and testing - commissioning as per the scope of work &amp; submission of the following documents: -</p> <ol style="list-style-type: none"> <li>Invoice in triplicate</li> <li>A certificate from manufacturer that the supplied equipment confirms to the tender technical specification.</li> </ol> <p>For Foreign Bidders:</p> <p>1) 100% payment of the supply value (excluding AMC charges) will be made within 30 days from the date of supply, installation and commissioning of the equipment at the site. The payment shall be made after submission of the following original documents</p> <ol style="list-style-type: none"> <li>Invoice in triplicate.</li> <li>Dispatch Instructions / Clearance by purchaser / Purchaser's agency.</li> <li>Clean Bill of Lading, certificate of insurance and Bill of Entry.</li> <li>Country of origin certificate.</li> </ol> <p>Further, in cases where an Indian agent participates in a tender on behalf of one Principal, they are not allowed to quote on behalf of another Principal along with the first Principal in a subsequent / parallel tender for the same item.</p> <p>Following aspects to be specifically taken care where Indian Agency Commission is involved:</p> <ol style="list-style-type: none"> <li>Foreign Principal's proforma invoice should indicate the commission payable to the Indian Agent and also that the same would be payable directly to the Indian Agent.</li> <li>Copy of the Agency Agreement between the Foreign Principal and Indian Agent to be available and the precise relationship between the two, and their mutual interest in the business to be disclosed by the bidder / Indian Agent.</li> </ol>	
17	Delivery Period: BPCL shall be placing the call-offs (also called PO) on the vendor for supply of equipment. Vendor shall deliver the material at the laboratory as per PO.	

	<p>The Materials are to be supplied to our Location on DDP basis (Foreign supply) or F.O.R., Door Delivery Basis (Local supply). Equipment should be delivered, securely packed and in good order and condition, at the place of delivery. Transportation, Custom Clearance and other allied services in the delivery of the material shall be arranged by the vendor at his cost.</p> <ol style="list-style-type: none"> <li>Supply Installation and commissioning within 90 days from the date of Purchase Order date.</li> <li>Verification of the supplied equipment at site before installation and commissioning shall be under vendor's scope.</li> <li>The delivery period shall be adhered by the vendor.</li> </ol>	
18	<p><b>Delivery Address:</b></p> <p>BHARAT PETROLEUM CORPORATION LIMITED , R&amp;D CENTRE A INSTALLATION SEWREE FORT ROAD, 400015, SEWREE EAST</p>	
19	<p><b>Performance Bank Guarantee:</b> A Security cum Performance Bank Guaranty (PBG) of 5% of the basic order value, along with contract acceptance, for a period of 66 months (24 months guarantee period + 3 Year AMC Period + Further claim period of 6 months) from the date of commissioning of equipment.</p> <p>The validity of PBG will be calculated as mentioned below:</p> <p>Validity of PBG = Contractual Guarantee period (24 months) + 3 Year AMC Period + 6-month (for invocation/ Claim)</p>	
20	Price Reduction Schedule/ Liquidated Damages Clause: Details refer as per GPC	
21	Force Majeure: Details refer as per GPC	
22	Arbitration Clause: Details refer as per GPC	
23	Holiday listing: Vendor to give confirmation/undertaking that they are not barred / holiday listed by any Indian PSU/Any Indian Government Department. At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected and suitable action may be taken as per guidelines. ( Annexure-B). This is in line with BPCL holiday listing policy	
24	INTEGRITY PACT - Vendor to accept Integrity pact as per attached form, if applicable. Integrity pact is applicable for order value more than Rs. 1.0 crore.	
25	Counter condition: No counter condition is acceptable. Bidder should consider all the tender standard terms and conditions and submit their bids accordingly. Counter condition may lead to rejection of offer.	
26	<p>Contact Details: Please provide the contact details for future correspondence.</p> <p>Contact person's name:</p> <p>Phone no. : Mobile no. : e-mail ID : Office Address :</p>	
27	In case of any Deviation kindly mentioned in the Deviation Sheet with Justifications. Deviation mentioned in any other place, other than deviation sheet will not be considered.	
28	Please confirm whether you are a MSME vendor with valid certificate for the tendered Item.	
29	If YES, please submit / upload your valid MSME certificate in "Other Documents Upload" in the tender bidding form. Also please mention the special category (SC-ST/Women entrepreneur), if applicable, along with necessary statutory document as a proof of the special category. In case, the bidder doesn't mention the special category against this clause with supporting documents at the time of bidding, the	

	<p>purchase preference shall not be considered.</p> <p>Please mention the name of the documents you have uploaded in support of this information.</p>	
30	<p>In case the Order is going to be awarded based on MSE Status, then the vendor will have to Offer and Supply the Entire Tendered Quantity from the PLANT having MSE Certification and also to Indemnify BPCL in this regard on a Rs. 100 Stamp Paper verified by TPIA. The Original Indemnity Bond needs to be furnished to BPCL at the time of award of contract.</p>	
31	<p>Please note that Public Procurement Policy for MSE is meant for procurement of only goods produced and services rendered by MSEs. However, the benefits of the Policy are not extended to traders / distributors / authorized agents.</p> <p>EMD exemption, as per MSE policy, is applicable only to manufacturers of tendered item. EMD exemption is not applicable to traders, distributors and wholesalers. If the bidder is an authorised dealer, trader or distributor or wholesaler, then he should submit EMD declaration as per tender terms and conditions.</p>	
32	<p>Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. Bidder shall submit the same in their letter head as per enclosed format in "Annexure-H".</p>	
33	<p>RISK PURCHASE CLAUSE: As per GPC Clause.</p>	
34	<p><b>LIQUIDATED DAMAGES CLAUSE:</b></p> <p>The vendors have to supply the required items as per schedule given above/ specified at the time of placing job order. In case of failure to meet the stipulated schedule, the supplier will have to pay to BPCL by way of liquidated damages and not as penalty an amount equal to 0.5% (one-half percent) of the contracted price of the item so delayed for every week of such delay in delivery subject to a maximum of 5% of such price / order value.</p> <p>We shall also have the right to cancel the undelivered portion of the order in part or full and procure such quantities from elsewhere at the risk and cost of the supplier without prejudice to its rights and remedies under the other clauses of the contract.</p>	

### PRICE BID FORMAT (USD / EURO / INR)

S.No	DESCRIPTION	UOM	QUANTITY	CURRENCY OPTED TO QUOTE FOR SUPPLY OF EQUIPMENT ( USD / EURO/INR )	RATE OF EQUIPMENT WITH ACCESSORIES AS PER TECHNICAL SPECIFICATIONS  DDP INCO TERMS DELIVERED PRICE INCLUSIVE OF TAXES & DUTIES TO BE QUOTED BY FOREIGN BIDDERS QUOTING IN USD/EURO  F.O.R DOOR DELIVERY BASIS FOR INDIAN BIDDERS INCLUSIVE OF TAXES AND DUTIES QUOTING IN INR	AUTHORISED AGENCY FOR AMC	AMC - I YEAR POST WARRANTY PERIOD TO BE QUOTED IN INR ONLY. ( MIN QUOTE 100000.00 INR )	AMC - II YEAR POST WARRANTY PERIOD TO BE QUOTED IN INR ONLY. ( MIN QUOTE 100000.00 INR )	AMC - III YEAR POST WARRANTY PERIOD TO BE QUOTED IN INR ONLY. ( MIN QUOTE 100000.00 INR )
1	ELECTRICAL CONDUCTIVITY METER FOR EV FLUIDS	EA	1						

#### Note :

**Foreign Bidder:** INCOTERM DDP at plant (Delivered Duty Paid) shall be applicable for foreign bidder and goods should be delivered, securely packed and in good order and condition, at the place of delivery (Respective plant locations lot wise) inclusive of following:

- Transportation including inland and sea freight, Loading and stacking, unloading at BPCL plant locations including transit insurance inland and sea, Custom Duty, CHA Charges etc all-inclusive of taxes and duties is in scope of vendor.
- Consignee for all imports and domestic billing shall be on the name of BPCL. BPCL shall provide IE code / GST Number and other statutory documents as required to the successful foreign bidder.
- Currency Conversion Factor INR TO ( USD / EURO ) : For evaluation purposes, all quoted values would be converted to Indian Rupees ( INR ) as on tender due date as per last available exchange rate for comparison of quotes on following :
  - Exchange rate shall be based on TT selling exchange rate published by State Bank of India (SBI).

**Domestic Bidder ( INR ):** F.O.R., Door Delivery Basis. Goods should be delivered, securely packed and in good order and condition, at the place of delivery inclusive of following:

Transportation, Loading and stacking, unloading at BPCL plant locations including Transit insurance of the material etc. complete delivery at site is in scope of vendor.

## **Annexure - III**

### **BID QUALIFICATION CRITERIA (BQC)**

BPCL would like to qualify vendors for undertaking the above work as indicated in the brief scope. Detailed bid qualification criteria for short listing vendors shall be as follows:

#### **CRITERIA – 1: MANUFACTURING CAPABILITY:**

Bidder shall be either

- Original Equipment Manufacturer (OEM) from India **OR**
- OEM from a foreign country **OR**
- OEM's Authorized Representative/Dealer/Distributor/Channel Partner in Indian for the instrument.

#### **DOCUMENTS REQUIRED:**

Please note that all documents are required to be in the name of bidder.

##### **a) If bidder is Indian Manufacturer:**

- Valid Factory license or Clearance from Statutory bodies like Pollution Control Board/Air clearance board etc., as on the due date of tender.

##### **b) If bidder is foreign manufacturer:**

- ISO certificate or any other document to prove that bidder is a manufacturer of the subject items.
- Foreign bidder must have authorized Indian representative. Details of Indian representative to be submitted and undertaking to be submitted, stating that authorized Indian representative capable of providing regular maintenance service for each laboratory instrument

##### **c) If Bidder is Authorized Representative / Dealers / Distributors / Channel partners of OEM**

- i. ISO certificate or any other document to prove that OEM is a manufacturer of the subject items to be submitted by bidder.
- ii. Authorized Indian Representative/ Dealers/Distributors/Channel partners of OEM shall submit a certificate from OEM authorising the bidder for participation in tender. Besides the authority letter from the Foreign Principal shall clearly state that they shall fulfil the contractual obligations for Supply, Service and Warranty of the tendered item in case of failure of the bidder.
- iii. The Foreign Principal (OEM) shall issue back-to-back warranty for the tendered equipment for the period specified in the tender document.
- iv. An Indian agent/dealer/distributor can participate on behalf of only one Foreign Principal
- v. Foreign company can authorize only one Indian agent /dealer /distributor to submit their bid in the tender. In such as case, the foreign company cannot participate directly in the same tender.

**Note:** A certificate from TPIA/ Embassy/ High Commissioner as the case may be for domestic or foreign bidders to be submitted verifying and confirming the above requirements and having verified related original documents.

**CRITERIA 2: SUPPLY CAPACITY:**

- a. The supplying capacity: Bidder should provide credential of the same equipment (By same Manufacturer for which bid is submitted) supplied within last seven years in India on or before due date of tender:

EQUIPMENT	QUANTITY
ELECTRICAL CONDUCTIVITY METER	1 NO

- b. List of Invoices of any continuous 12 months period issued by the bidder in the last 7 years as on due date of tender, totalling to the number of units given in the table above. Details to be filled in the below format and verified by TPIA.

S NO	INVOICE NO	INVOICE DATE	QTY SUPPLIED	SOLD TO	PO NO.

- c. Proof of installation of the equipment along with contact details of the customer/user (Copy of PO/ installation report/ completion certificate) verified by TPIA.

**BPCL reserve the right to demand for these Invoices/ additional documents as and when required from the bidders.**

**CRITERIA 3: FINANCIAL CAPACITY:**

**ANNUAL FINANCIAL TURNOVER:**

The average annual turnover of the Bidder for last three audited accounting years shall be **₹ 19 Lakh.**

**AND**

**NET WORTH**

The bidder should have **positive net worth** as per the latest audited financial statement.

***Documents Required: Please refer the ITB (Instruction to Bidders) which mentions the documents to be submitted by bidders for meeting the above Technical and Financial criteria.***

Documents Required:

Audited Balance Sheet and Profit & Loss Account of the bidder (English language only) for last 3 consecutive accounting years prior to due date of tender, duly verified by TPIA to be submitted. Please refer the ITB (Instruction to Bidders) which mentions the documents to be submitted by bidders for meeting the above Technical and Financial criteria.

1. In case of foreign bidders, if Audited Financial Report is in currency other than INR, the respective/desired figure for calculation of above details shall be converted into equivalent INR considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the conversion rate of INR as on last date of Bidder's financial year shall be considered based on TT selling exchange rate published by State Bank of India (SBI). In case reference rate for that non-INR currency is not available on SBI TT exchange rate then Financial Benchmarks India Pvt. Ltd. (FBIL) reference rates shall be used. If the conversion rate of the non-



INR currency is not available on both of these platform, then exchange rate website OANDA Selling rates shall be used.

2. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts for previous three financial years along with the Bid to establish Bidder's conformance to financial criteria and prove existence since three years.
3. In case the financial year closing date is within 6 months of original bid due date and audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. In case the financial year closing date is within 6 – 9 months of original bid due date and audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year provided Bidder submits a letter from CA stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements.

In case the financial year closing date is beyond 9 months of original bid due date, it is compulsory to submit the financial details of the immediate three preceding financial years.

Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

4. Any certificate/ reports issued/ attested by a practicing-chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued/ attested without UDIN number of practicing chartered accountant in India shall not be considered for evaluation.

#### 5. **BIDS MAY BE SUBMITTED BY**

An entity should have **completed 3 financial years** of existence as on original due date of tender since date of commencement of business and shall fulfil each BQC eligibility criteria as mentioned above.

JV/Consortium bids will not be accepted (i.e. Qualification on the strength of the JV Partners/Consortium Members /Subsidiaries / Group members will not be accepted)

## **Annexure - IV**

### **TECHNICAL SPECIFICATIONS - of ELECTRICAL CONDUCTIVITY METER FOR EV FLUIDS**

**Title:** Supply and Installation of Electrical Conductivity Meter For EV Fluids

#### **Scope of supply**

Supply Electrical conductivity meter along with the following accessories.

1. Electronic measurement unit along with all accessories required for carrying out the test
2. Test cell with sensor for liquid sample– 1 no.
3. Test cell with sensor for grease sample– 1 no.
4. Glass cylinder- 5 nos.
5. Test cell holding accessories -1 no.
6. Chiller with circulation bath – 1 no.
7. Calibration Fluid- 500 ml
8. PC as per specification- 1 no.

#### **Technical Specifications**

1. Equipment should be capable of measuring capacitance, dissipation factor, resistivity, conductivity, and relative permittivity (dielectric constant) on liquid materials, viz., mineral, natural, or synthetic oils.
2. The tester shall have a fully automatic microprocessor-based PID digital temperature controller to accurately control the temperature of the sample from -25°C to at least up to 150°C or more.
3. The instrument should have the facility to operate in Indian Electrical conditions, such as 220-240 V; 50Hz of electrical supply.
4. Testers shall have customized programmable sequences and manual mode for temperature.
5. If PC software is required to access exported data, it should be provided free of cost.
6. The equipment should have the option to select the endpoint either automatically, or manually, or on a timed basis.
7. The equipment should have an automatic temperature recording option.
8. The instrument should have a facility for data display through the display unit.
9. The instrument should have the facility to display and store data of at least 1000 measurements.
10. Alpha Numeric Entries should be possible for Identification No., method name, etc.
11. Party to provide the software (with license) required for analysis through PC. It should be upgradable for at least 5 years.
12. It should be possible to set the test method with a time limit, temperature limit, etc. in the software.
13. The software should automatically read the data once the test starts.

14. The software should be capable of exporting data on a USB stick or easily accessible through PC software.
15. Equipment should be able to meet the criteria mentioned in Table 1

<b>Table 1 Parameters</b>	<b>Range</b>	<b>Accuracy</b>
Resistance	Between 100 (or less) to 500 MΩ (or, more)	1 %
AC/DC test voltage	DC voltage: 0 to 1500 V or greater Or, AC voltage: At least 1.5 V or greater	±10 % reading digits

16. A compatible PID programmable chiller should be supplied for cooling from ambient to -25 °C. The temperature stability of the PID control should be at least ±0.5°C
17. The chiller should be of a reputed make like Zulabo, Cole-Parmer, or Huber Unichiller.
18. Computer Specification- The system should have a Windows 10 or above operating system-based PC workstation having PC Interfaces Direct USB Interface, Ethernet, and Serial Interface. All in one Desktop PC with minimum PC configuration of minimum 8 GB DDR3, intel i5/i7 processor and above, minimum 1TB, 7200 RPM hard drive, Wired Keyboard + Mouse, Integrated 6 in 1 DVDRW, and at least 19.5-inch LED display.

## **Terms and Conditions**

### **Commissioning:**

1. The Manufacturer's Party must have an Indian authorized Agent (responsible for installation, commissioning, and servicing of the equipment) the latest authorization certificate to that effect should be submitted.
2. The party should provide the pre-installation requirements (if any) to the user before the delivery of the equipment.
3. Party / their Indian agent should quote and supply all the necessary accessories so that the equipment is received under ready to commission state.
4. Party/ Indian agent should install and commission the equipment within 4 weeks of delivery of the equipment and necessary training should be imparted for operation and maintenance of the same free of cost.
5. Installation, calibration, troubleshooting, etc., wherever applicable, is in the scope of the vendor.

### **Documentation:**

1. The party should supply the following documents in English.
2. Operation & Instruction Manuals (2 copies) – The manual should include all necessary instructions and procedures for regular operations and emergency shutdowns.
3. Maintenance Manual (2 copies)

### **Guarantee & Equipment Acceptance:**

1. The models quoted by the party should be the latest, upgradeable, and remain in the supplier's marketing range.
2. The model quoted should not become obsolete for the next five years minimum.
3. BPCL should be kept informed well in advance in case the equipment is being phased out/modified/or there is a software up-gradation.
4. Party to provide 2 yrs. warranty for the equipment (including software) i.e., the equipment should have 2 yrs. warranty for maintenance, up-gradation in software, and complete replacement for any component/unit against any manufacturing/operational defects, issue in software, etc.
5. A two-year warranty will start from the date of completion of commissioning of equipment at the BPCL site.

6. The Factory Acceptance may be done at the vendor's site, but the Final Acceptance Test run should be conducted at our site after commissioning during which the party will demonstrate all the applications given in the specification, failing which the equipment would be rejected and the party would be blacklisted.
7. The party must demonstrate all the features as per the scope of work, they claimed and mentioned in specification and compliance, during installation. All the required parts for the operation of the test unit/running tests must be quoted. If any of this is not possible, the equipment would be rejected, and the party would be blacklisted.
8. The vendor should enclose the technical compliance statements against our technical specifications mentioning Yes or No for various points.

**Operator Training:**

Any expert from OEM and/or any OEM Certified Trained expert to provide training free of cost for user-defined methods at BPCL site till demonstration of the performance of the system is completed at the satisfaction of the user by conducting appropriate test runs, to at least 3 number of BPCL personnel.

**Annexure: A**

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

**CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY**

Ref: Tender No..... for .....

This is to confirm that we have verified the investment limits and other details of Unit \_\_\_\_\_ pertaining to M/s\_\_\_\_\_ and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars/amendments issued from time to time in this regard. Accordingly, M/s\_\_\_\_\_ is a **Micro/Small enterprise** under the said Act and are eligible to claim the benefits of public procurement policy for the tender mentioned above.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s. \_\_\_\_\_ meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the act.

**In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued from time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the Act.

Name of CA Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal: Membership  
no. UDIN no.

**DECLARATION BY TPIA CONFIRMING SUBMISSION OF CERTIFIED BQC DOCUMENTS**

To: M/s. BHARAT PETROLEUM CORPORATION  
LIMITED CPO (MARKETING), SEWREE, MUMBAI-  
400015

SUBJECT:

TENDER ID. / CRFQ NO. : .....

Dear Sir

This is to certify that [Enter (TPIA) Name] has been duly appointed as the Third-Party Independent Agency (TPIA) by [Enter Bidder Name] for the purpose of verifying the originality and authenticity of documents submitted by bidders participating in the procurement process of the subject tender invited by BPCL.

We hereby declare that we have meticulously examined the original documents presented by [Enter Bidder Name], for the purpose of bid submission in the subject tender and subsequently inserted the "Verified from Originals" stamp on the document.

The documents verified include, but are not limited to, the following:

[List of Documents Verified 1]

[List of Documents Verified 2]

.....

Based on our comprehensive examination, we hereby confirm that the documents provided by [Enter Bidder Name] are found to be true and genuine, valid, and in accordance with the requirements stipulated in the tender documents.

Furthermore, we affirm that no alterations, modifications, or discrepancies have been observed in the presented documents during our verification process.

This declaration is made to the best of our knowledge and professional expertise.

For verification of the genuineness/originality of this document, you may contact us as per the details mentioned below

Yours sincerely,

[Signature]

[Seal/Stamp of Third-Party Independent Agency (TPIA)]

[Name of Authorized Representative of TPIA] [Designation/Position]

[Name of the Third-Party Independent Agency]

[Accreditation Number as per NABOB, Type and Validity]

[Contact Information: Phone Number, Mobile Number and Email Address, etc.]

Note: This format is a general template and can be modified as per specific requirements and regulations of the organization/institution.]

**AFIDAVIT CONFIRMING SUBMISSION OF TPIA CERTIFIED BQC DOCUMENTS**

To: M/s BHARAT PETROLEUM CORPORATION LIMITED CPO  
(MARKETING), SEWREE, MUMBAI-400015

SUBJECT:

TENDER ID. / CRFQ NO. : .....

Dear Sir

We, M/s ..... hereby declare that all documents submitted by us towards Technical and Financial Bid Qualification and other BQC related documents are true and genuine.

In case we become the Li bidder in the tender, we hereby confirm that we will get the technical and financial documents and other BQC related documents submitted verified with originals by TPIA agency as specified in the tender. We shall also arrange to submit the scanned copy of the TPIA verified BQC documents to BPCL.

[Signature of Authorized Signatory]

Name: Designation: Seal:

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC**

**(IN CASE SEEKING BENEFIT OF PPP-MAKE IN INDIA)**

(Self – Declaration – Applicable for tender value of Rs.1 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED, SUBJECT:  
TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (***Name of Bidder***) have submitted bid against aforesaid tender.

We have read and understood the Purchase Preference to Make In India Order/Policy attached with the tender document. Accordingly, we hereby confirm that our local content percentage for the tendered item is %.

We further confirm that in case we fail to meet the above mentioned local content, BPCL will take action as per provisions of tender document/ PPP-MII Order/Policy.

**Place:**

**Date:**

**[Signature of Authorized Signatory of Bidder having  
power of attorney]**

**Name:**

**Designation: Seal:**



**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC**

**(IN CASE SEEKING BENEFIT OF PPP-MAKE IN INDIA)**

(Self – Declaration – Applicable for tender value of Rs.10 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

SUBJECT:

TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (***Name of Bidder***) have submitted bid against aforesaid tender.

We have read and understood the Purchase Preference to Make In India Order/policy attached with the tender document. Accordingly, we hereby confirm that our local content percentage for the tendered item is .....%.

**The certificate from Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a Practising Cost Accountant or Practising Chartered Accountant (in respect of suppliers other than company) in this regard has been submitted in technical bid.** (Applicable in case of tenders for value greater than Rs. 10 Crs.)

We further confirm that in case we fail to meet the minimum local content, BPCL will take action as per provision of tender document/ PPP-MII Order/Policy..

Place:

Date:

[Signature of Authorized Signatory of Bidder having power of attorney]

Name:

Designation: Seal:

**CERTIFICATE BY CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LC**

**(IN CASE BIDDER SEEKING BENEFIT OF PPP-MAKE IN INDIA)**

(Applicable for **other than company** for tender value of Rs.10 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED SUBJECT:

TENDER NO:

Dear Sir

We,..... (Name of the issuing CA Firm) have

verified relevant records of M/s .....(Name of

the bidder) and certify that the local content percentage for the tendered item mentioned by M/s. ....(Name of the bidder) is .....%.

**Name of CA Firm:**

**Date:**

**[Signature of Authorized Signatory] Name:**

**Designation: Seal:**

**Membership no.**

**UDIN no.**

**CERTIFICATE BY STATUTORY AUDITORS OF BIDDER TOWARDS MANDATORY MINIMUM**  
**LC**  
**(IN CASE BIDDER SEEKING BENEFIT OF PPP-MAKE IN INDIA)**

(Applicable for company for tender value of Rs.10 Crore and above)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED

SUB:

TENDER NO:

Dear Sir

We,.....(Name of the Statutory Auditor) have

verified relevant records of M/s..... (Name  
of the bidder) and certify that the local content percentage for the tendered item mentioned  
by M/s.

.....  
.....(Name ..... of  
..... the  
..... bidder)  
..... is  
.....%.

**Name of Audit Firm:**

**Date:**

**[Signature of Authorized Signatory] Name:**

**Designation: Seal: Membership no. UDIN no.**

**Undertaking with respect to Compliance of Restrictions for Countries  
which share land border with India – as stipulated by Govt. of  
India.**

(On Company Letter Head, to be signed by the duly authorized person)

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

**TENDER NO.:** \_\_\_\_\_

To,  
Bharat Petroleum  
Corporation Ltd CPO-M, A-  
Installation Sewri Fort  
Road, Sewri  
East Mumbai-  
400015 Dear

Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July'2020,

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

- a. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered\*.
- b. I/We certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered\*. *(Applicable for works involving possibility of sub-contracting)*

I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

[ \* Where applicable, evidence of a valid registration by the Competent Authority shall be attached]

**(Signature of the Authorised  
Signatory) Name:**  
**Seal:**

**FORMAT OF ACKNOWLEDGEMENT To,**

*[Insert details to whom such acknowledgement may be addressed]*

*[in the case of an individual or sole proprietorship]* I  
am

\_\_\_\_\_, an inhabitant of \_\_\_\_\_ and carrying on business of

**OR**

We are *[insert names of all partners of firm]* carrying on business at  
\_\_\_\_\_ in partnership under the firm  
name and style of M/s.

**OR**

*[Insert name of Limited Company or a Co-operative Society / Trust Co-operative]*  
incorporated under the laws of India and having its Registered Office at

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

I / We have entered into a \_\_\_\_\_ dated *[insert date]* ("**Agreement**") for the  
\_\_\_\_\_, with Bharat Petroleum Corporation Limited  
("**BPCL**").

In furtherance thereof, we have been provided with a copy of the Terms and Conditions for  
Acceptable Use of Social Media by Business Partners, issued by the Corporation.

I / We have read and understood BPCL's Terms and Conditions for Acceptable Use of Social  
Media by Business Partners and agree to abide by it.

I / We understand that any violation of the above conditions may result in disciplinary action,  
or termination or revocation of the Agreement.

In acknowledgement thereof, please see below our acceptance of the Terms and Conditions  
for Acceptable Use of Social Media by Business Partners, issued by the Corporation, duly  
signed and acknowledged by *[insert name]*, in the capacity of our authorised representative.  
A copy of such authorisation is also attached for your record.

\_\_\_\_\_

(Signature & seal)

**ANNEXURE-I**

**FORMAT for Declaration of Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG.**

*(On Company Letter Head, to be signed by the duly authorized person)*

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

**TENDER NO. :** \_\_\_\_\_

To,  
Bharat Petroleum Corporation Ltd  
CPO-M, A-Installation  
Sewri Fort Road, Sewri East  
Mumbai-400015

Dear Sir/Madam,

I /We declare and confirm that we are currently not serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG or convicted of an offence –

- a) under the prevention of corruption Act, 1988 or
- b) The Indian panel code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of exhibition of a public procurement contract.

**(Signature and Stamp of the Bidder)**

**Bidder Name:**

**Date:**

**Address:**

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

**I N D E X**

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

## GENERAL PURCHASE CONDITIONS

### 1. DEFINITIONS:

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

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

### 2. REFERENCE FOR DOCUMENTATION:

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

### 3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

### 4. LANGUAGE:

The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only. In case any of the supporting documents (either technical or financial) are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and signed by local Chamber of Commerce of bidder's country or Indian embassy in bidder's country or their embassy in India.

### 5. PRICE:

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

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

### 6. TAXES AND DUTIES:

All vendors shall have GST registration in the concerned State as applicable and vendor shall quote their GSTIN number in the quotation wherever required.

#### 6.1 GST:

- 6.1.1. GST extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of GST applicable at



present. Any upward variation in GST rates, beyond the contractual delivery period, shall be to vendor's account.

- 6.1.2. In case GST is not applicable at present: In case GST gets levied due to change in turnover of Vendor/Supplier, shall be borne by the vendor/supplier. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 6.1.1. In case of change in stand of vendor/supplier about applicable rate of GST towards higher side, the same will not be payable.
- 6.1.3. Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST / Cess should be quoted separately wherever applicable.

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

- 6.1.4 The vendor shall take steps viz. mention relevant GSTIN of BPCL in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit.

Deferment of GST Amounts shall be done for those vendors who have got instances of open mismatches due to non-compliance. Open mismatches refer to cases whereby OWNER could not claim the GST Input Tax Credit in the month of payment of invoice due to non-compliance/ delayed compliance by the VENDOR. Accordingly, Over and above any payment term mentioned in the tender including that mentioned in the GPC/GCC, payment to VENDOR by OWNER for the basic amount (i.e. amount excluding GST) shall be made as mentioned in GPC/GCC or as mentioned anywhere else in the tender as applicable. However, GST amount of the Invoices shall be paid only after the amount gets reflected in the return (GSTR-1 Return of outward supplies/GSTR- 3B) submitted by the vendor on GSTIN portal (GSTR 2B of OWNER) to the satisfaction of OWNER. Till such time GST amount with correct details is reflected in GSTIN portal to satisfaction of OWNER, amount shall be withheld by OWNER.

Over and above, VENDOR is also required to issue e-invoice if the same is applicable to the OWNER. In absence of GST e-invoice, any loss of Input Tax Credit to the OWNER shall be indemnified by the VENDOR.

Deferment of GST amounts to the vendors are subject to compliance of any applicable Act.

- 6.1.5 In case of vendors for whom deferment of GST amounts were not done, Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws.
- 6.1.6 Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.

## **6.2 FREIGHT:**

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

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

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

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

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

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

## **7. INSPECTION:**

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

7.2. Scope of Inspection shall be as per RFQ or as specified in the Special Purchase Conditions. Materials shall be inspected as per scope of inspection by TPIAs which are registered under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website as on the date of Inspection of Goods. The link is as below:  
[http://nabcb.qci.org.in/accreditation/reg\\_bod\\_inspection\\_bodies.php](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php)

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

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

7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the

requirements of the Contract. The Vendor's responsibility shall also not be anyway reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

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

## **8. SHIPPING:**

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

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

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

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Vendor's Name

Consignee: Bharat Petroleum Corporation Limited

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

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

TRANSMISSION OF SHIPPING DOCUMENTS for both modes of shipment viz. Sea and/or Air: Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading / Airway bill as quickly as possible after the shipment is made, and airmail/send scanned copies by e-mail as shown below so that they are received at least three weeks before the Vessels arrival or immediately in case of Air shipment. Foreign Supplier shall be fully responsible or any delay and/ or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

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

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

**9. INDIAN AGENT COMMISSION:**

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

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

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, GST, Freight, Inspection Charges, Supervision of Installation & Commissioning and other taxes & levies, loading etc., if any, reduced by Input tax Credits as applicable.

**11. CONFIRMATION OF ORDER:**

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

**12. PAYMENT TERMS:**

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender. The eligible MSME bidders can avail Bill discounting facility as follows.

- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :
- a) Invoice
  - b) GST invoice
  - c) The Lorry Receipt of the consignment
  - d) Packing list for the consignment
  - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
  - f) Manufacturers Test/Composition Certificate, wherever applicable
  - g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
  - h) Guarantee/Warranty Certificate(s), wherever applicable.
  - i) Original Receipt for other statutory levies as applicable.
  - j) Performance Bank Guarantee as applicable.
- 12.4. The eligible MSME bidders can avail the discounting facility as follows: -

Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate discounting of trade receivables of MSMEs from corporate buyers through invoice discounting by multiple financiers. Bharat Petroleum Corporation Limited (BPCL) is registered with TReDS platform of the aggregators M/s. Receivables Exchange of India Ltd (RXIL), M/s Invoice mart and M/s. M1 xchange. The eligible MSME bidders can avail the discounting facility by registering either in one or multiple TReDS platform of the aggregators. It enables the sellers (MSMEs) to discount their invoices through the aggregators to the financiers at competitive rates thus unlocking their working capital swiftly.

### **13. GUARANTEE/ WARRANTY:**

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

#### **14. PERFORMANCE BANK GUARANTEES:**

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

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

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

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

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

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

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

- 14.3 Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:

Vendors shall insist their Bank for issuance of SFMS Bank Guarantee for faster payments. Vendors shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to BPCL. Vendor should ensure the following for issue of E- bank guarantee:

- a. The issuing bank is on SFMS platform
- b. SFMS Message type used is 760 COV and SFMS Delivery report/ Message copy is sent along with original BG
- c. For BG amendment, message type 767COV is to be used.
- d. SFMS contains following details:
  - i. Beneficiary's bank name: ICICI Bank
  - ii. IFSC Code: ICIC0000393
  - iii. BPCL'S Customer ID: 8PCL583493800
- e. BG Issuing Bank should send the BG Issuance advice through SFMS to BPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: ICIC0000393).
- f. BG Issuance advice should mention applicable Unique Identifier Code (UIC) in row/ field number 7037 of SFMS Delivery Report.
- a. BPCL Location : Kharghar , Navi Mumbai
- b. Head office : Ballard Estate
- c. UIC : BPCL583493800
- g. The Original BG should be submitted along with print out of SFMS Delivery report from the BG Issuing Bank Branch.
- h. SFMS BG will help in faster verification of BGs and prompt release of payments to Vendors.

**15. PACKING & MARKING:**

**15.1 PACKING:**

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

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

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

- 15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.
- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.
- 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.
- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.
- 15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.
- 15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

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

- 15.1.8 All delicate surfaces on equipment/ materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.

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

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

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

- 15.1.13 Pipes shall be packed as under:

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

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

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

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

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

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

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

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

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

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

- a) Purchase Order Number
- b) Consignee Name & Address
- c) Vendor Name
- d) Batch no with manufacturing date
- e) Procedure (in brief) for handling
- f) Date of dispatch etc.
- g) Expiry Date, if applicable

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



**BHARAT PETROLEUM CORPORATION LIMITED**

(With detailed address as given in Special Purchase Conditions)

From :

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

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

**NOTE:**

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

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

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

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

**16. DELIVERY:**

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

**17. UNLOADING AND STACKING:**

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

**18. TRANSIT INSURANCE:**

Unless otherwise mentioned,

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

**19. VALIDITY OF OFFER:**

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

**20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:**

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

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

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

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by

vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis/ FCA (Free on Carrier) basis.

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

**21. RISK PURCHASE CLAUSE:**

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

**22. FORCE MAJEURE**

**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.

**23. 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 \_\_\_\_\_ (Region/HQ from where the tender has been floated)
- (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.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between the Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments\*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

(\* The exclusion would also include disputes concerning GST, State level Sales Tax / VAT etc; though not mentioned explicitly)

**24. INTEGRITY PACT (IP):**

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

**25. RECOVERY OF SUMS DUE:**

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

**26. CONFIDENTIALITY OF TECHNICAL INFORMATION:**

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

**27. PATENTS & ROYALTIES:**

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

**28. LIABILITY CLAUSE:**

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

**29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT :**

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

(a) In the event of breach of any Applicable Law;

(b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or

(c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

(e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

**30. COMPLIANCE OF REGULATIONS:**

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

**31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:**

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

**32. NON-WAIVER:**

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

**33. NEW & UNUSED MATERIAL:**

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

**34. PURCHASE PREFERENCE CLAUSE:**

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

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

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

- Self-attested copy of all the pages of the EM-II certificate/Udyog Adhar Memorandum issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012 and
- Vendor's declaration/affidavit in their organization/Company letter head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.

**35. CANCELLATION:**

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

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

35.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

**36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:**

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of

control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

**37. ASSIGNMENT:**

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

**38. GOVERNING LAW:**

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

**39. AMENDMENT:**

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

**40. NOTICES:**

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

**41. POLICY ON HOLIDAY LISTING:**

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

**42. ORDER OF PRECEDENCE FOR PURCHASES :**

1. Purchase Order
2. Detailed letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Purchase Conditions (SPC)
7. Technical Specifications
8. Instructions to Bidders
9. General Purchase Conditions (GPC)
10. Other Documents

Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

**43. TERMINATION FOR CONVENIENCE:**

The purchaser may, by written notice of 14 days sent to the seller, cancel the contract, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the



purchaser's convenience, the extent to which performance of work under the contract is cancelled and the date upon which such cancellation becomes effective.

The goods that are complete and ready for shipment within 30 days after the seller's receipt of notice of cancellation shall be purchased by the purchaser at contract terms and prices. For the remaining goods, the purchaser may opt :-

- a. To have any portion completed and delivered at the contract terms and prices
- and / or
- b. To cancel the remainder and pay to the seller an agreed amount for partially completed goods and materials and parts previously procured by the seller.

**44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS:**

- a. Bidders to note that under Building and other Construction Workers Welfare Act (Re&CS) Act 1996, Cess is applicable to contracts executed outside Factory Area (e.g. construction of new industrial installation, office & residential buildings etc.) as per the provisions applicable under 'The Building and Other Construction Workers Welfare Cess Act 1996'.
- b. The contractor must be registered with the concerned authorities under the Building and other Construction Workers" (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.
- c. The contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers" (RE&CS) Act, 1996, the Building and other Construction Workers" Welfare Cess Act, 1996, the Building and other Construction Workers" (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.
- d. Cess, as per the prevailing rate (presently 1%), shall be deducted at source from bills of the contractors by the Engineer-in-Charge and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State.
- e. The contractor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

**BPCL**

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\_\_\_\_\_

**VENDOR**

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

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

To,  
Bharat Petroleum Corporation Limited

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Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

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

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

- (ii) This Guarantee/ Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.
- (iii) The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

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

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES: