

BHARAT PETROLEUM CORPORATION LIMITED

**CENTRAL PROCUREMENT ORGANISATION (MKTG)
'A' INSTALLATION, SEWREE FORT ROAD
SEWREE (E), MUMBAI - 400 015**



PRESS TENDER (MSE only)

**SUPPLY OF CORRUGATED FIBER BOARD (CFB) CARTONS
FOR PACKAGING LUBE OIL CONTAINERS/ POUCHES, TO
OUR LUBE OIL PLANT AT TONDIARPET-CHENNAI, FOR
ONE YEAR**

Tender Reference/CRFQ No.: 1000238263 dt.07.08.2015

System ID No.: 4060

Due Date: 02.09.2015 at 15.00 Hours IST

CRFQ – 1000238263

Date: 07.08.2015



TENDER FOR SUPPLY OF CFB CARTONS, FOR PACKAGING LUBE OIL CONTAINERS/ PACKS TO OUR LUBE OIL PLANT AT TONDIARPET-CHENNAI, FOR THE PERIOD OF ONE YEAR

1. Bharat Petroleum Corporation Limited (**BPCL**) is **Energy Company (PSU)**, having Fortune 500 Nav-Ratna Status, engaged in Manufacturing and Marketing of diverse range of Petroleum Products. Our **Lubricants Business Unit** manufactures and markets Lubricants under the Brand Name '**MAK**' which is a Flagship Brand in the Lubricants Industry.
2. We intend to procure **CFB Cartons** for packaging HDPE Containers having capacities ranging from 250 ml to 7.5 Ltr and Pouches filled with Lube Oils, at Lube Oil Blending Plant/s situated at Tondiarpet-Chennai. We are pleased to invite the **BIDS** from "**THE MICRO AND SMALL ENTERPRISES ONLY**" for supply of below mentioned quantity of CFB Cartons, for the period of **ONE YEAR** from the date of issue of LOI/ Contract, as per tender specifications (enclosed).
3. The **Place of Delivery** and **Estimated Required Quantities (MT)** are indicated below:

BPCL LOCATION	MATERIAL	REQUIREMENT (MT)
Tondiarpet Lube Plant, 35, Vidyanatha Mudali Street, P.B. No. 1152, Tondiarpet, Chennai-600 081 (Tamil Nadu)	CFB Cartons - Type A	610
	CFB Cartons - Type B	90
	CFB Cartons - Type FC	20
	CFB Cartons - Separator/ Inner	225

4. The estimated requirement given above shall be considered as indicative figures only and it is not binding on BPCL in any way (the requirement will be need based only). Actual requirement shall be indicated to you from time to time through Purchase Orders after the award of contract. BPCL does not guarantee any minimum volume of business. During any month, the estimated requirement may be higher by 50% of the pro-rated tender quantity per month.
5. **ORDER AWARD:** BPCL desires to award orders to two bidders in **80:20** allocation. The criteria for order award will be overall cost for above mentioned types of Cartons put together. The 80% required quantity of Cartons would be awarded to the **Overall Lowest Bidder (L-1)** and 20% Quantity to the **Overall Second Lowest Bidder (L-2)**.
6. Vendors have to **necessarily quote (must offer)** for **minimum 80%** of the **required quantity of all the items** for a given plant, otherwise their bids will not be considered.
7. **EARNEST MONEY DEPOSIT (EMD):** EMD is **NOT APPLICABLE** for this tender.
8. **INTEGRITY PACT (IP):** Tenderers shall also have to essentially sign an **INTEGRITY PACT**, for participating in this tender, as per the pro-forma given at (Annexure - **V**).
9. **STRUCTURE OF THE TENDER:** It is a **TWO-PART-BID E-Tender**, wherein **Part-A** comprise of **Qualification Criteria, Technical & Techno-Commercial Bid** and **Part-B** of **Price Bids**.

PART - A: QUALIFICATION CRITERIA & TECHNO-COMMERCIAL (other than PRICE) BID.

The attached tender document consists of the following Attachments:

- Bid-qualification Criteria (**Annexure - I**)
 - Technical Eligibility Criteria (**Annexure - II**)
 - General Purchase Conditions (**Annexure - III**)
 - Special Purchase Conditions (**Annexure - IV**)
 - Proforma of Integrity Pact (**Annexure - V**)
 - Bidding Process for E-Tender (**Annexure - VI**)
 - Technical Specifications (**Annexure - VII**)
 - Quality Control Checks (**Annexure-VIII**)
 - Bidder's Details And Techno-Commercial Form (**Annexure - IX**)
 - Acceptance To Tender Terms And Conditions
 - Confirmation on Quantity Offered & Delivery Lead-Time (**Annexure - X**)
 - Deviation Form
 - Other Document Upload Form
- I. Information pertaining to Bidder's Details and Techno-commercial, Acceptance to Tender Terms & Conditions and Deviation Form, shall have to be submitted online.
- II. The documents - Integrity Pact and Confirmation on Quantity Offered & Delivery Lead-Time are to be downloaded from the **Tender Forms**, prints to be taken, **Filled** appropriately, **Signed, Stamped, Scanned** and then to be **Uploaded** as **Bid Forms**.

PART - B: PRICE BID.

The Tender has as many numbers of Line-Items for as many types of Cartons required at each of our given Lube Plants. Each Line-Item is attached with Price Bid Form (refer Sample Format at **Annexure - XI**). Vendors have to submit the **Price Bids** on-line. The **Price Bid** comprises of:

- **Raw Material Cost (Rs. per Kg):** Bidders have to provide the Cost of the **Kraft Paper** as specified for a particular Type of Carton, required for manufacturing One Kilogram of that particular Type of Carton.
 - **Conversion Charges (Rs. per Kg):** Bidders have to mention the Cost for Conversion of the Kraft Paper to One Kilogram of that particular Type of Carton.
 - **Delivery Charges (Rs. per Kg):** Bidders have to quote for **Firm Transportation Cost** for delivering One Kilogram of Carton to BPCL Lube Plants.
 - **Taxes & Duties (%):** To be mentioned as applicable for the Material for the specific Delivery Location (BPCL Plant).
- I. **Summation** of Kraft Paper Cost and Conversion Cost will become the **Basic Rate** in **Rs. per Kg** of the Particular Type of Carton.
- II. The **PRICES** will be **FIRM** for entire contract period.
10. **BID SUBMISSION:** The Bidders are requested to refer Annexure - **VI** for **Bidding Process for E-Tender** and may also consult our service provider **M/s. E-Procurement Technologies Ltd. (ETL)**. Bidders have to necessarily log on to our site <https://bpcleproc.in> and search for the Tender/ System Id (given on Page-1) for participation and submitting the E-Bid.
11. **SUPPORT DESK:** In case of any clarification pertaining to E-Procurement Process, the vendor may contact **ETL** on Contact Numbers and E-Mail Ids, as appended below.
- **All India** : +91 79 4001 6868 support@bpcleproc.in
 - **CPO(M) Office:** Satyanarayan Behera (90040 14223) satyanarayan@procuretiger.com
: Shyam Kale (77158 14897) mumbai.support@abcprocure.com

12. **ONE TIME REGISTRATION:** Open the E-Proc Site <https://bpcleproc.in>. On the left side of its Home Page, under the **Download** link, you shall find a sub-link **Instruction to Vendor**. The new vendors have to download the manual for technical requirement for the system. For registration on site, vendors have to use **Register** link (next to **Login**) on the home page.
13. **DIGITAL SIGNATURE:** The tender documents along with Annexure thereto and Price Bids shall be required to be digitally signed with a **Class II B** or above digital signature by the authorized signatory. The authorized signatory shall be:
- Proprietor in case of proprietary concern.
 - Authorized partner in case of partnership firm.
 - Director, in case of a limited Company, duly authorized by its board of directors to sign.

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

Online submission of the tender under the Digital Signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions of this tender.

14. **LAST DATE FOR BID SUBMISSION:** Your bid should be submitted online on or before the due date i.e. **2nd September 2015, 15.00 Hrs IST**. Bids/ Offers shall not be permitted in E-Procurement System after the tender due date/ time. Hence, no bid can be submitted after the due date and time of submission has elapsed. Vendors are advised in their own interest to ensure that their bids are submitted in E-Procurement System well before the closing date and time of bid submission. **No manual bids/offers along with electronic bids/offers shall be permitted. Bids not in the prescribed format are liable to be rejected.**
15. If the vendor intends to change/ revise the bid already submitted, they shall have to withdraw their bid already submitted, change/ revise the bid and submit once again. However, if the vendor is not able to complete the submission of the changed/ revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change/ revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids. Once the entire process of online bid submission is complete, bidders will get an auto mail from the system stating they have successfully submitted their bid in the following tender with tender details.
16. No responsibility will be taken by BPCL &/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. Vendors are advised to start filling up the tenders much before the due date/ time so that sufficient time is available with him/ her to get acquainted with all the steps and seek help if they so require. It should be noted that the bids become viewable only after opening of the bids on/ after the due date/ time. Please be reassured that your bid will be viewable only to you and nobody else (including E-Tendering Service Provider as well as BPCL Officials) till the tender is opened. BPCL and/or the E-Procurement Service Provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. No claims on this account shall be entertained.
17. **BID OPENING:** It being **Two-Part-Bid E-Tender**, the Bid Qualification Criteria and Techno-Commercial Bid will be opened **first** (on the above mentioned due date) and evaluated. The **Price Bids** of the qualifying bidders (BQC & Techno-Comm) only will be opened & evaluated.

18. VENDOR PREQUALIFICATION, EVALUATION/ EXCLUSION PROCESS:

- A. BID QUALIFICATION (BQC & TECHNO-COMMERCIAL):** This being **Two-Part-Bid E-Tender**, Part-A portion of the bid (comprising of the Bid Qualification Criteria and Techno-Commercial Bid) will be opened **FIRST** and evaluated. Evaluation of this part of the bid will be based on: **(a)** Documents submitted/ uploaded with the bid by the bidder (refer **Annexure - I** for Bid Qualification Criteria and Required Supporting Documents), **(b)** Acceptance to Purchase Conditions (refer **Annexure - III & IV**), **(c)** Integrity Pact duly signed stamped (refer **Annexure - V**), **(d)** Acceptance to Specification/s (refer **Annexure - VII**), **(e)** Deviations if any and **(f)** Techno-Commercial details (refer **Annexure - IX** and techno-commercial part of Price-Bid).
- B. TECHNICAL QUALIFICATION:** A team from BPCL would visit Factory/ Works of all the BQC qualified Bidder's. The team would verify the details/ claims provided/ made by the bidders in their offer. Please refer **Annexure - II** for "**Technical Eligibility Criteria**", that would be verified by the visiting BPCL Officials. The bidders not found qualifying the **Technical Eligibility Criteria** (refer the notes below **Annexure - II** for **Scale to Qualify**), will be rejected **technically** and their **Price-Bids** will not be considered for opening.
- C. COMMERCIAL QUALIFICATION:** The Part-B portion of the bid (**Price Bid**) of the qualifying bidders (BQC and Technical [Sr. No. A. & B. above]) only will be opened and evaluated.
19. Vendors, on BPCL's Black/Holiday List will not be considered.
20. BPCL reserves the right to accept or reject any or all the Offers at their sole discretion without assigning any reason whatsoever.
21. BPCL's decision on any matter shall be **Final** & any vendor shall not enter into correspondence with BPCL unless asked for.
22. BPCL may call for additional documents if required. BPCL would also consider information already available with them regarding Vendor's credentials.
23. **For clarifications, if any, please feel free to contact us on any working day between 10:00 am to 4:00 pm:**
- I. PROCUREMENT LEADER: Sandeep Srivastava** - 022-2417 6076; M - 98694 67085 (srivastavan@bharatpetroleum.in)
- OR**
- II. MANAGER PROCUREMENT: Shekhar Bhagat** - 022-2417 6467; M - 97698 80656 (bhagats@bharatpetroleum.in)
- At**
- III. OFFICE ADDRESS:** BPCL, Central Procurement Organisation (Mktg), 'A' Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400 015

Thanking you,

Yours faithfully,
For **Bharat Petroleum Corporation Ltd.**

Sandeep Srivastava
Procurement Leader

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PART - A:**QUALIFICATION CRITERIA & TECHNO-COMMERCIAL BID (OTHER THAN PRICE BID)****ANNEXURE - I****BID QUALIFICATION CRITERIA**

Vendors have to satisfy the following **Bid-Qualification Parameters** (Left side column - **Tender Requirements**) to become eligible for further technical and commercial evaluation. The Right side column indicates the **Supporting Documents** required in support to satisfy those parameters.

Sr. No.	TENDER REQUIREMENTS	SUPPORTING DOCUMENTS REQUIRED
1	<p>MICRO OR SMALL ENTERPRISE VENDOR:</p> <p>(A) MICRO OR SMALL ENTERPRISES: The vendor should be a Micro or Small Enterprise (MSE), registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.</p> <p>(B) INDEMNITY BOND: 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. The Original Indemnity Bond needs to be furnished to BPCL at the time of award of contract.</p>	<p>Vendors to submit/ upload following document/s in support of their claim:</p> <p>a) Notarized copy of MSE Registration document (all the pages of the EM-II Certificate [Part – II Memorandum]) issued by any one of the authorities mentioned in point (A) of left column</p> <p>b) Indemnity Bond (on Rs. 100 Stamp Paper) stating that “The Bidder shall offer and supply the entire tender quantity from the plant (situated at ---- Plant Address ----), which is having MSE Certification”.</p> <p>c) The Certificate (in English) from a practicing Chartered Accountant (or) from one of BPCL approved TPIAs (List of BPCL Approved TPIA is provided at Notes below), listing the documents checked/ verified [as mentioned in points a) & b) above] and confirming qualification of this criteria.</p>
2	<p>ESTABLISHED MANUFACTURER:</p> <p>The vendor should be an Established Manufacturer of CFB Cartons and NOT a Trader or Agent of Manufacturer. Also Vendor should have at least 2 years experience in manufacturing CFB Cartons.</p>	<p>Vendors to submit/ upload following document/s in support of their claim:</p> <p>a) The Certificate (in English) from a practicing Chartered Accountant (or) from one of BPCL approved TPIAs (List of BPCL Approved TPIA is provided at Notes below), listing the documents checked/ verified [as mentioned in points b), c) & d) below] and confirming qualification of this criteria</p> <p>b) Valid Excise Registration (valid as on due date of the tender).</p> <p>c) Excise/ Tax Invoice (printed with Excise Registration/ ECC No.) of dated at least Twenty-Four (24) Months prior to bid submission due date.</p> <p>d) Latest Excise/ Tax Invoice (printed with Excise Registration/ ECC No.) of date within last Three (3) Months prior to bid submission due date.</p>

<p>3</p>	<p>FINANCIAL CAPACITY:</p> <p>(A) ANNUAL FINANCIAL TURNOVER: The vendor should have achieved a Minimum Average Annual Financial Turnover of INR 97 Lacs, as per their Audited Financial Statements (including Balance sheet and Profit & Loss Account), during the last available Three Consecutive Accounting Years.</p> <p>(B) NET WORTH: Net worth of the vendor should be POSITIVE in the last accounting year (2013-14), as per the Audited Financial Statements. The Net worth is defined as "Total Assets Minus Total Liabilities".</p>	<p>Vendors to submit/ upload following document/s in support of their claim:</p> <p>a) Audited Balance Sheets and Profit & Loss Accounts (in English Language only) of the vendor for the previous THREE consecutive Accounting Years prior to the due date of bid submission.</p>
<p>4</p>	<p>SUPPLY CAPACITY: For bidding to any BPCL Lube Plant, the vendor should have processed and supplied at least 227 MT of CFB Cartons during any continuous TWELVE (12) Months period in the last THREE years from the due date of bid submission.</p>	<p>Vendors to submit/ upload following document/s in support of their claim:</p> <p>a) The Certificate (in English) from a practicing Chartered Accountant (or) from one of BPCL approved TPIAs (List of BPCL Approved TPIA is provided at Notes below), listing the Invoices [pertaining to any continuous 12 months period, during last THREE years] as checked/ verified and confirming qualification of this criteria.</p> <ul style="list-style-type: none"> • The CA/ TPIA Certificate should clearly indicate the Quantity Supplied in MT (summation of quantities in invoices, converted to weight in MT), and attaching the List of Invoices in a Tabular Form as given in the Notes below, for Quantity processed and supplied during 12 months period. • BPCL reserve the right to demand for these Invoices/ additional documents as and when required, from the bidders.

NOTES:

- BPCL approved Third Party Inspection Agencies (TPIAs) are - **LRIS/ SGS/ GLISPL/ IRS/ DNV/ EIL/ TATA Projects/ PDIL/ UL/ RITES LTD/ ITSIPL/ MECON/ ICSPL/ ICS** and **Bureau Veritas** (Ind.) Pvt. Ltd.
- All charges of the TPIA and/or Chartered Accountant for attestations and verification shall be borne by the Vendors.
- The Vendors shall also be in a position to provide further information as and when required by BPCL.
- BPCL, at its discretion reserves the right to verify information submitted and inspect the manufacturer facilities to confirm their capabilities.
- The sample format for certification by a **CA/ TPIA** is given on next page.
- For establishing **Supply Capacity**, bidders have to attach **List of Invoices** in a Tabular Form as given below:

Sr. No.	Invoice Number	Invoice Date	Invoice Quantity	Equivalent Weight	Cumulative Weight

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FORMAT FOR CERTIFICATION BY CA (or) TPIA

DATE: DD.MM.YYYY

CERTIFICATE**REFERENCE: PRESS ADVERTISEMENT FOR TENDER VIDE CRFQ - 1000XXXXXX FOR PROCUREMENT OF xxx.****SUBJECT: CONFIRMATION TO QUALIFICATION OF "TENDER BID QUALIFICATION CRITERIA"**

SURVEY DONE ON:

SURVEYED PARTY:

PLACE OF SURVEY:

CRITERIA 1: XXXX

Following Documents/ Equipment checked and verified.

Sr.No.	List of Documents/Equipment	Validity (if any)	Remarks
1			
2			

We confirm qualification of criteria-1 for **XXXX**.**CRITERIA 2: xxxx**

Following Documents/ Equipment checked and verified.

Sr.No.	List of Documents/Equipment	Validity (if any)	Remarks
1			
2			

We confirm qualification of criteria-2 for **xxxx**.**CRITERIA 3: XXX**

Following Documents/ Equipment checked and verified.

Sr.No.	List of Documents/Equipment	Validity (if any)	Remarks
1			
2			

We confirm qualification of criteria-3 for **XXX**.

The above certificate has been issued on the specific request of M/s. (Prospective Bidders Name).

Seal and Signature of the Surveying Organization:**NOTES:**

1. The Certificate from CA/TPIA should be provided on the Inspecting Agency's Letter-Head.
2. For criteria on **SUPPLYING CAPACITY**, the certificate should clearly indicate the **Invoice-wise** quantity supplied in Numbers and the Sum Total Numbers then converted to **MT**. The period of the Invoices considered should also be indicated i.e. From dd.mm.yyyy to dd.mm.yyyy (**12 Months**).
3. 'Bid Qualification Criteria' are tender specific; therefore a **Fresh Certificate** on confirmation of BQC is to be obtained from CA/TPIA, unless it is specified otherwise in the tender.
4. MSE (Micro & Small Enterprises) Registration/ Memorandum are plant specific; therefore CA/ TPIA need to certify qualification of MSE Criteria for the plant from where the party/ vendor intends to supply the tendered material.

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ANNEXURE - II**TECHNICAL ELIGIBILITY CRITERIA**

A team from BPCL would visit Factory/ Works of all the BQC qualified Bidder's. The team would verify following aspects as well as the details/ claims provided/ made by the bidders in their offer. The bidders not found qualifying the **Technical Eligibility Criteria**, will be rejected **TECHNICALLY** and their Price-Bids will not be considered for opening.

CHECKLIST FOR VERIFYING THE TECHNICAL DETAILS & PRE-QUALIFICATION PARAMETERS

Sr. No.	QUALIFICATION PARAMETERS	MAX. SCORE	VENDOR SCORE
I	APPROVAL FOR SPECIFICATIONS	2.0	0.0
1	Current drawing/specifications of items manufactured are available and maintained	1.0	
2	Approvals are obtained for any change in product/ material /process parameters and recorded / copies available; process followed	1.0	
II	DESIGN CAPABILITY	3.0	0.0
3	Has the vendor designed any major pack independently/ or in direct association with any customer, in the past 5 years:		
	Directly	1.5	
	In Association	0.5	
	Details of such packs / specialty		
4	Is there any patent or recognition for innovation in pack/ design / process, in vendor's name - past 5 years?	1.0	
III	PROCESS CAPABILITY	35.0	0.0
5	Following Equipment are available, to supply quality product (To record No. of machines & capacity) - All machines mandatory.	Disqualifies, even if any single machine is not available	
	Corrugation Machines	18.0	
	Sheet Cutting Machines		
	Pasting Machine		
	Scoring Machine		
	Punching Machine		
	Slotting Machine		
	Stitching Machine		
	Printing Machine		
	Strapping Machine		
6	Production capacity is sufficient to meet the requirements: Yes / No	5.0	
	- Capacity should be 1.5 of the average monthly quantity. Based on quantity quoted by bidder.		
	- Must have spare capacity for BPCL for the quantity quoted in the current tender		
7	Has and agreed upon quality plan for each component and adheres to the quality plan	2.0	
	Quality Policy Displayed	1.0	

8	Process critical to quality are identified and controlled. Records of such process control are available	3.0	
9	Production details analyzed and corrective action taken to meet target	3.0	
10	Random check of material done and found as per agreed specs.	3.0	
IV	INSPECTION AND QUALITY CONTROL	40.0	0.0
11	Incoming inspection of raw materials is carried out	8.0	
	Raw Material (RM):		
	Paper Rolls		
	Adhesive		
	Ink		
	All materials used are approved by the customer		
12	Records of all inspections - incoming, in process and pre dispatch are maintained: Yes / No	3.0	
13	Equipments required for quality check are available: All machines mandatory. Disqualifies, even if any single machine is not available	10.0	
	GSM Tester		
	Bursting Strength Tester		
	COBB Tester		
	Weighing Machine		
	Compression Machine		
14	Validation of all equipments responsible for verification carried out on regular basis.	2.0	
15	Rejected and OK material kept separately. Tags put for identification	2.0	
16	Scrap, rework and yield are monitored on a regular basis and works for continuous improvement	2.0	
17	Complaints from customers are examined, root cause identified and corrective actions are taken. Records of such actions are maintained	3.0	
18	All personnel performing activities directly affecting quality are given adequate training to do their jobs properly	2.0	
19	All items are checked for correct quality on-line.	2.0	
	Corrective actions taken for non-conformity & recorded.		
20	Quality control reports for all dispatches are sent & recorded properly	2.0	
21	Batch traceability from finished to raw materials is recorded	2.0	
22	Quality certification of the unit as on date of evaluation	2.0	
V	PURCHASE, LOGISTICS AND WAREHOUSING	10.0	0.0

23	Sufficient covered, dust free storage space for RM & finished products	2.5	
24	Proper documents/ records are available for purchase of raw materials	1.0	
25	All raw materials components are kept properly so as to prevent damage, deterioration or mix-up	1.5	
26	Adequate raw material stock levels of all items are maintained to avoid dry out and to meet sudden spurt in demand (Minimum 15 Days Stock)	1.0	
27	Stock levels of finished goods maintained as agreed with the customer (based on BPCL Plants requirement. Bidder has to give confirmation to the visiting Committee, considering lead time, holidays, etc.)	1.0	
28	Proper packing material is used for transportation of finished goods	1.0	
29	Finished goods stored in a clean, dust/moisture free environment	1.0	
30	Call-Off Schedules are maintained properly and dispatches made accordingly	1.0	
VI	SAFETY AND HOUSEKEEPING	10.0	0.0
31	Adequate measure taken on HSE House-Keeping & Safe Environment	3.0	
	HSE Policy Displayed	1.0	
	PPE (Machine Guards/Ear Plugs/ Gloves etc)	2.0	
	First Aid Box	2.0	
	Training on Safe Working	2.0	
VII	TOTAL / VENDOR SCORE	100.0	0.0

NOTES:

- SCALE TO QUALIFY:** Minimum Score of **85** will qualify the Vendor in **Technical Eligibility Criteria**.
- This Annexure is a CHECK-LIST for the Information and Preparedness of the Bidders at the time of visit by BPCL team to the Bidder's Factory/ Works. Bidders are not required to provide answers to this Annexure at the time of bidding.
- Apart from the above, the following **Licences & Documents in Original** will also be verified.

A	LICENCES & DOCUMENTS IN ORIGINAL:
a	Manufacturing/ Factory License
b	Excise Registration No.
c	PAN No.
d	VAT/Sales Tax Registration No.
e	Balance sheets and Profit and Loss Account statements along with Auditor's Report for Last 3 years
B	OTHER ADDITIONAL INFORMATION:
f	Whether back-up DG Set is available & if yes, note the capacity
g	Major Clients
h	Major vendors for supply of Inputs
i	Manufacturing Process (Vendor to enclose Line Diagram)
J	Is the plant Capacity (MT/Annum) greater than the Offered Quantity.
k	Spare Capacity MT/Annum

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ANNEXURE - III**BHARAT PETROLEUM CORPORATION LIMITED****GENERAL PURCHASE CONDITIONS**

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

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BHARAT PETROLEUM CORPORATION LIMITED

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 LTD. desires to receive materials any where in India as mentioned in RFQ.
- 1.6. **“RATE CONTRACT”** means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.
- 1.7. **“FIRM PROCUREMENT”** means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered.

2. REFERENCE FOR DOCUMENTATION:

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

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

4. LANGUAGE:

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

5. PRICE:

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

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

6. TAXES AND DUTIES:

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

6.1. EXCISE DUTY:

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

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

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

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

6.2. SALES TAX / VAT/GST:

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

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

6.3 SERVICE TAX:

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

- a) Name, address and registration number of the service provider
- b) Name and address of person receiving taxable service
- c) Description, classification and value of taxable service provided
- d) Service Tax Payable

6.4 FREIGHT AND OCTROI:

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

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

6.5. NEW STATUTORY LEVIES:

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

6.6 VARIATION IN TAXES/DUTIES:

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

7. INSPECTION:

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ULIPL/RITES LTD/ITSIPL as amended time to time unless otherwise specified in the **Special Purchase Conditions**.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/ scope of inspection provided along with 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, through the chartering wing, Ministry of Surface Transport as per procedure detailed hereunder. The Foreign Supplier shall arrange with Vessels Owners or Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate and to avoid any over carriage at the port of discharge. All shipment shall be under deck unless carriage on deck is unavoidable.

The bills of lading should be made out in favour of `Bharat Petroleum Corporation Ltd. or order'. All columns in the body of the Bill of Lading namely marks and nos., material description, weight particulars etc., should be uniform and accurate and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount etc. clearly and separately. The net total freight payable shall be shown at the bottom.

SHIPPING DOCUMENTS:

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Government of India
 Consignee: Bharat Petroleum Corporation Ltd.

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

8.2 AIR-SHIPMENT:

In case of Air shipment, the materials shall be shipped through freight consolidator (approved by us). The airway bill shall be made out in favour of BHARAT PETROLEUM CORPORATION LTD.

TRANSMISSION OF SHIPPING DOCUMENTS:

Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading as quickly as possible after the shipment is made, and airmail as shown below so that they are received at least three weeks before the Vessels arrival. Foreign Supplier shall be fully responsible 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.

Documents	BPCL (Mumbai)
Bill of Lading	: 4 (including 1 original)
Invoice	: 4
Packing List	: 4
Freight Memo	: 4
Country of Origin Certificate	: 4
Third party inspection certificate	: 4
Drawing	: 4
Catalogue	: 4
Invoice of Third Party for inspection charges whenever applicable	: 4

9. INDIAN AGENT COMMISSION:

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

10. ORDER AWARD/ EVALUATION CRITERIA:

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

11. CONFIRMATION OF ORDER:

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

12. PAYMENT TERMS:

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.
- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for dispatches will be made by the originator of Purchase Order:
- a) Invoice
 - b) Excise invoice
 - c) The Lorry Receipt of the consignment
 - d) Packing list for the consignment
 - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
 - f) Manufacturers Test/Composition Certificate, wherever applicable
 - g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
 - h) Guarantee/Warranty Certificate(s), wherever applicable.
 - i) Original Receipt for Octroi/other statutory levies as applicable.
 - j) Performance Bank Guarantee as applicable.

13. GUARANTEE/WARRANTY:

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material/ accessories should be provided free of charges at our premises. The above guarantee/ warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace/ repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warranty on the parts, components, fittings, accessories etc. so repaired and/or replaced.

14. PERFORMANCE BANK GUARANTEE:

- 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-A.

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

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

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

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

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

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

15. PACKING & MARKING:

15.1 PACKING:

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

In the case of imports, all equipments/ materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe 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 Cartons, 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 diameter (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 silica-gel or similar dehydrating compound.

- 15.1.13 Pipes shall be packed as under:

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

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

- 15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing.

In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.

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

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

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

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

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

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

15.2. MARKING:

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

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

15.3 IMPORTED ITEMS:

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

BHARAT PETROLEUM CORPORATION LIMITED
(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corpn. Ltd.

(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 Licence No.	:		

NOTE:

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

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 effecting 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.

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

19 VALIDITY OF OFFER:

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

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

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

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

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

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

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

21. RISK PURCHASE CLAUSE:

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

22. FORCE MAJEURE CLAUSE:

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

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

(B) NOTICE AND REPORTING:

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

(C) MITIGATION RESPONSIBILITY:

- (i) The Vendor shall use all reasonable endeavours, acting as a Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.
- (ii) The Vendor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to

remedy the cause of any alleged Force Majeure.

- (iii) The Vendor shall notify BPCL when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

(D) CONSEQUENCES OF FORCE MAJEURE Provided that the Vendor has complied and continues to comply with the obligations of this Clause and subject to the further provisions:

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

(E) FORCE MAJEURE EVENTS EXCEEDING 60 DAYS

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

23. ARBITRATION CLAUSE:

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

24. INTEGRITY PACT (IP):

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

25. RECOVERY OF SUMS DUE:

Whenever, any claim against vendor for payment of a sum of money arises out of or under the contract, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from

the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to BPCL on demand the balance remaining due.

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

27. PATENTS & ROYALTIES:

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

28. LIABILITY CLAUSE:

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

29. COMPLIANCE OF REGULATIONS:

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

30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

31. NON-WAIVER:

Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of

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

32. NEW & UNUSED MATERIAL:

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

33. PURCHASE PREFERENCE CLAUSE:

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

Owner reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

34. CANCELLATION:

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

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

34.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

36. ASSIGNMENT:

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

37. GOVERNING LAW:

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

38. AMENDMENT:

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

39. SPECIAL PURCHASE CONDITIONS:

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

40. NOTICES:

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

BPCL

Vendor

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

#

PERFORMANCE BANK GUARANTEE
(On Non-Judicial Paper of Appropriate Value)

To,
Bharat Petroleum Corporation Limited

Dear Sir,

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

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

AND the Bank hereby agrees with the Company that

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

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

- ii. This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.
- iii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- iv. This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- v. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages or costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)
NAME & DESIGNATION

NAME OF THE BANK

NOTES:

#

ANNEXURE - IV**SPECIAL PURCHASE CONDITIONS**

Your quotation in response to this tender enquiry should be strictly in line with the following terms and conditions:

- A. **TENDER QUANTITY:** Please note that quantity depicted in the line items of the tender is only likely indication of our requirement. Vendors should also be ready to meet additional quantity up to 50% of the pro-rata monthly quantity of estimate, during any month.

BPCL LOCATION	MATERIAL	REQUIREMENT (MT)
Tondiarpet Lube Plant, 35, Vidyanatha Mudali Street, P.B. No. 1152, Tondiarpet, Chennai-600 081 (Tamil Nadu)	CFB Cartons - Type A	610
	CFB Cartons - Type B	90
	CFB Cartons - Type FC	20
	CFB Cartons - Separator/ Inner	225

Tenderers to note that, the quantities are only indicative and are in no way binding on us. We may not place order for the entire quantity. Also we reserve the right of placing the order for any quantity/ part quantity. The call-up quantities may not be on monthly pro-rata basis of total ordered quantity but will be based on the specific demand for the month. There may be seasonal variations and the call offs would be placed accordingly. **Vendors should be ready to meet/ supply additional demand/ quantity up to 50% more than pro-rata allocated quantity upon call offs placed on them, during in any month/s.**

- I. **Please note that we may also divert/ reallocate quantities among Tendered Materials (Types) and also from one plant to another plant depending on the consumption pattern within the overall allocation, on same vendor.**
- II. **Since requirements (Tender Qty) are estimates and not actual demand, BPCL reserves the right to extend validity of the contract by six months and/or procure 20% additional quantity over and above the estimated quantity under the same terms and conditions, either during the contract validity period or by extending contract validity period further up to six months.**
- B. **PLACE OF DELIVERY:** CFB Cartons shall be delivered at the following addresses:

Bharat Petroleum Corp. Ltd. Tondiarpet Lube Plant, 35, Vidyanatha Mudali Street, P.B. No. 1152, Tondiarpet, Chennai-600 081 (Tamil Nadu)
--

During the tenure of the contract, if there is any change in delivery location, other than mentioned above (Ex. a New Re-Packer/ Toll Blender/ LOBP/ 3rd Party Blending/ Filling Plant), then:

- Where the distance between the vendor premise and delivery location is increased by 50 Km or more than for the respective locations as mentioned above, the freight charges on pro-rata basis shall be compensated to the vendors.
 - Where the distance between the vendors premise and delivery location is reduced by 50 km or more than for the respective locations as mentioned above, the transportation charges on pro-rata basis shall be reduced.
- C. **PERIOD OF THE RATE-CONTRACT:** The quantity indicated above is the total requirement for **ONE YEAR**. BPCL would like to enter into RATE CONTRACT (RC) valid for **Twelve (12) Months** from the date of RC/ LOI. Monthly call offs would be placed by BPCL/ Individual Location/ LOBP for required qty as and when required during the validity of RC. Payments would be released by the call-off originator dept.

- D. **PRICES:** will be **FIRM** for entire contract period.
- E. **CENVAT:** If supplier is availing CENVAT he is requested to take following into consideration while quoting:
- a) The quoted price should take into account the entire credit on inputs available under the CENVAT Scheme.
 - b) In the event of CENVAT credit being extended by the Govt. of India to more items than already covered, supplier should advise us within seven days about the additional benefits accrued through a letter containing the following certificate, subject to any variation thereof, as may be considered necessary by us.

"We hereby declare that we can avail additional duty set off as per latest CENVAT scheme in force now and we hereby give a reduction of -----per unit and agree to revise the prices indicated in the purchase order. The current excise duty of ----- % payable on this reduced price. Therefore, we request you to amend the purchase order accordingly."

- F. **REIMBURSEMENT OF EXCISE DUTY/ SALES TAX/ OCTROI:** All statutory levies like Excise Duty / Sales Tax / Octroi etc. will be reimbursed as applicable at the time of delivery against proof of payment, wherever applicable. If goods are not supplied within the scheduled delivery period, any increase on Excise Duty/ Sales Tax/ Other statutory Levies will be on the suppliers account.
- i. Any exemption on Taxes and Duties applicable to any particular supplier in Tax Holiday Zone for a particular period has to be brought out clearly in the offer at the tender stage itself. In case expiry of the exemption in Taxes and Duties for a supplier is going to happen during pendency of the Contract, then their offer will be evaluated on the pro-rata basis of the concessional tax rate and current tax rate without concession. Base date for evaluation on pro-rata basis will be taken as 60 days from the due date.
 - ii. In case any supplier fails to declare the date of expiry of Tax-Exemption in their offer at the tender stage, then any request for increase of any Taxes and Duties will not be entertained during the Contract Validity.
 - iii. Please specify current rate of statutory levies payable wherever applicable. Payment is subject to the condition that the same is statutorily payable by the Supplier to the Government.
 - iv. Any increase/ decrease in statutory levies on the date of delivery within scheduled delivery period on materials will be on BPCLs account. The benefit of any reduction must be passed on to BPCL.
- G. **PAYMENT:** Payment shall be made on **30th Day** from the date of receipt and acceptance of material at site.
- H. **VALIDITY OF THE OFFER:** Your offer should remain valid for our acceptance, for at least **120 days** from the due date.
- I. **SUPPLY AND DELIVERY LEAD TIME:** The Materials are to be supplied to our Locations (as mentioned in line items) on **F.O.R., Door Delivery Basis**.
- You shall arrange for **Transportation** and **Transit Insurance** of the material. Also you shall directly pay the applicable Service Tax (if any) on Transportation of goods/ materials to BPCL Locations, to the respective authorities (Government; Excise etc.). Delivery Charges will be firm for entire contract period.
 - **Unloading and Stacking** of the supplied goods/ materials at BPCL Locations shall be arranged by you at your cost.
 - The supplier is expected to supply required quantity of Materials against call ups. We/

BPCL Location/ LOBP may require the material at short notice. **Delivery Lead Time** for **supply** of the material is expected to be 3 (Three) days from the date of issue of Call-off/ Purchase Order (PO). The bidders are expected to **quote The Realistic Delivery Lead Time** (refer **Annexure - X**). It is emphasized here that strict adherence to the delivery schedule is of utmost importance to us. Suppliers shall intimate dispatch schedule, one day in advance, to the Receiving Location/ LOBP.

- The estimated uplifting may vary from month to month. However, exact requirement will be intimated to supplier from time to time. Suppliers shall be advised about the requirements/ delivery schedules or changes in advance. Supplier shall be required to adhere strictly to the delivery schedule given by BPCL.
- J. **RAW MATERIAL:** Tenderer shall be responsible for procurement of all essential Raw Materials as per specifications wherever necessary for manufacture of CFB Cartons to suit the delivery schedule committed to BPCL. Any delay in delivery schedule due to delay in procurement of Raw Material, will not be condoned.
- K. **POWER BACK-UP:** Vendors should have adequate Power Back-up for un-interrupted manufacturing/ supplies of the CFB Cartons in case of power failures. BPCL shall not consider Power-Cut as a reason for non supplies.
- L. **TRUCK LOAD SIZE:** Truck load size acceptable at each plant is **6000-7000 Cartons**.
- M. **LIQUIDATED DAMAGES CLAUSE:** Please refer **Clause No. 20 of GPC**.
- N. **RISK PURCHASE CLAUSE:** Further to **Clause No. 21 of GPC** –
- a) Vendors to note that, the material required under this Tender/ Contract is a Raw Material/ Consumable directly linked to Production. Any delay in supply of the material will lead to Time-Loss, Production-Loss &/or Other Consequential Losses to BPCL.
 - b) BPCL/ Respective Indenting Location/ Lube Plant shall issue monthly/ fortnightly Call-ups in the form of Firm Requirement through e-mail/ Purchase Order, indicating schedule of requirement/ staggered dates for requirement of particular quantities of the material/s at a particular receiving location/s.
 - c) Call-ups will be issued considering **Agreed Delivery Lead Time**. We shall follow the monthly/ fortnightly Call-up Cycle taking into account the agreed delivery lead time. Hence, the bidders are requested to offer **The Realistic Delivery Lead Time**.
 - d) **Delayed Delivery** will be accepted within **MAXIMUM THREE (3) DAYS** of lapse of the Delivery Date i.e. if X unit of material is scheduled for delivery completion at the BPCL receiving Location on 10th of a month, then the material will be accepted at the most by 13th of the same month & year. The **PRICE REDUCTION SCHEDULE** as per **Clause No. 20 of GPC** will be applicable to such transactions/ events.
 - e) In the event of failure of the successful tenderer/ vendor to supply the material within time (Delivery Date plus 3 days), BPCL shall invoke **Risk Purchase Clause** as per **Clause No. 21 of GPC**, for the non-delivered portion of the scheduled quantity and such quantity would be reduced from the PO/ Contract Quantity.
- O. **DISPUTE RESOLUTION (Settlement of Commercial Disputes inter se between PSE's and PSE & Govt. Dept through Permanent Machinery of Arbitrators):** All disputes and differences of whatsoever nature arising out of or in relation to this Agreement or in relation to any subsequent agreement between the parties shall be attempted to be resolved amicably by mutual discussions between the parties. If they are not settled at the implementation level of officers, then these unresolved disputes/ differences will be referred for resolution by discussions of the Director (Marketing) of BPCL and the Director (Marketing) of ----- . In case same does not resolve the difference within 30 days, arbitration clause as hereunder would apply.

P. **ARBITRATION CLAUSE FOR PSE'S AND PSE & GOVT. DEPT THROUGH PMA:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator". (For other details refer Office Memorandum No. 4(1)/2011-DPE(PMA)-GL dated 12th June 2013 from Department of Public Enterprises under Ministry of Heavy Industries & Public Enterprises, GoI).

Q. **ARBITRATION CLAUSE (in general):** Please refer **Clause No. 23 of GPC.**

R. **SPECIFICATIONS/ IDENTIFICATION MARK:** You shall offer and supply the Tendered Material as per specifications given in Annexure - **VII**. Each Carton should bear Identification mark, BIS Mark & batch No. (if any) of the supplier.

All Cartons should be brand new. Cartons should be free from moisture, dirt, soaked with oil & chemicals etc. After loading in the trucks, Cartons shall be transport-worthy for long distance transport and shall not cause leakage or damage to any part while handling / in transport. Cartons not complying with above shall be rejected and any loss arising out of such damages shall be debited to the supplier if such loss is due to failure of the Cartons.

S. **SCOPE FOR MODIFICATION IN THE TENDERED/ ORDERED MATERIAL:**

- a. *During the tenure of the contract, BPCL might revise the Specifications/ Design/ Colour Shade of Cartons.*
- b. *BPCL may also introduce New Design, Dimensions and Specifications of Cartons including change in Number Of Ply, within the existing/ contracted Types of Cartons (i.e. A, B or FC).*
- c. *Supplier shall conform to above mentioned revised specifications, design change &/or new introduction immediately.*
- d. *The Basic Rate (Rs. per kg) for the particular Type of Carton (i.e. A, B or FC), as finalized in this tender (i.e. Contracted Rate), will remain FIRM throughout the contract period. The same basic rate shall apply to the revised/ newly introduced carton of that particular type i.e. Type A, B or FC.*
- e. *In case of change in weight, revision in the cost of Cartons will be carried out in proportion to the extent of change in weight.*

T. **DESIGN:** BPCL shall provide artwork as and when required for printing on the cartons. We shall not pay any charges towards developing, printing or any related materials. The corporation (BPCL) may during the course of the contract, also decide to change the design/ specifications/ re-packers etc. The vendors should make such changes as indicated immediately. No additional charges shall be payable for change in designs.

U. **MATERIAL AND FINISH:** Material used for the cartons should be as per the specification provided in the **Annexure - VII**. Printing on the carton should be neat, legible, uniform and in the approved colour shades. Cartons not complying with above shall be rejected.

V. **SELF CERTIFICATION:** Along with each supply, the supplier shall provide a Certificate stating that goods supplied are as per specification. It will be the responsibility of the

supplier to ensure that all-raw material, quality inspection, equipment and production processes are streamlined to achieve the required quality. Issue of Test Certificate will not prejudice our right to carry out further checks and decide whether the material supplied is meeting the specification.

- W. **PAINTING & CLEANLINESS:** Painting on the Cartons should be neat, uniform and in the approved colour shades. Painting should not be smudged during the process of filling / packing / handling / transit and/or get rubbed off with the contents (Please see details under **Annexure-VII**).
- X. **SHELF LIFE:** CFB Cartons shall be free from defect of any kind whatsoever for a minimum period of **6 MONTHS** from the date of acceptance by BPCL. In case BPCL suffer loss due to leakage or on account of any latent defect found in CFB Carton before the expiry of the above period, BPCL shall be entitled to claim from supplier not only value of such CFB Carton but also the value of the product lost through leakage, if any. BPCL shall not be bound to return such defective CFB Carton(s) to Supplier.
- Y. **SAMPLES:** Successful supplier shall get his samples approved by BPCL/ filling plant prior to commencement of supplies (Refer Technical Specifications at **Annexure - VII**). Approved reference sample will have to be kept at our Plant/s for comparison with actual supplies against orders. All costs on account of development of the artwork, sample CFB Cartons etc will be borne by the successful tenderers (suppliers).
- Z. **LOYALTY BY THE VENDOR:** The vendors will not supply/ divulge BPCL's packages/ moulds, designs/ artwork to any other party. Any vendor found indulging in such activities; appropriate penal action will be initiated by BPCL.
- AA. **INSPECTION & REPLACEMENT:** BPCL shall be entitled to employ Inspector(s), (including Inspectors(s) of Third Party Agencies) of our selection at factory of supplier or other premises where the said Cartons are manufactured. Such Inspector(s) shall have free access to all parts of factory or premises where the said Cartons are manufactured and to inspect and test the same. We shall have the right, whenever it appears from such inspection or otherwise that supplier is not able to produce or may fail to produce the Cartons complying with our specifications, to direct such changes in manufacturing process as may be necessary to ensure production of the said Cartons complying with our specifications/ requirements. Prior Inspection will not prejudice our right to demand from the supplier's replacement of defective Cartons.
- BB. **REJECTION OF OFF-SPEC MATERIAL:** In the event the material delivered against the tender is found to be not in accordance with the agreed specifications, a joint testing will be carried out. If it is still found to be off spec, the entire quantity will be rejected and the tenderer will be responsible for replacement of the rejected material free of cost and/or reimbursing Bharat Petroleum Corporation Ltd for resultant loss on that account.
- You shall be obliged to uplift the rejected material from Bharat Petroleum Corporation Ltd.'s premises at your own cost (**within Fifteen Days** of such notification to you in writing) failing which Bharat Petroleum Corporation Ltd; will be free to dispose-off such material as it deems fit without any obligation whatsoever to you. The additional cost of such disposal, if any, shall be debited to defaulting suppliers account.
- CC. **SUPPLY AND PERFORMANCE BANK GUARANTEE:** The successful tenderer, within 10 days of placement of Letter of Intent/ Contract shall provide Performance Bank Guarantee for an amount of **Rs. 10 Lac or 10% of the Basic Order Value**, whichever is lower.
- a. Please refer Clause No. 14 on Performance Bank Guarantee of General Purchase Conditions of BPCL (**Annexure-III**).
 - b. 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 provided at the end of **Annexure-III**.

c. Validity of PBG = Contract Period + 6 month (for Invocation / Claim).

DD. ORDER AWARD/ QUANTITY ALLOCATION: BPCL desires to have two suppliers for CFB Cartons. Orders will be awarded to two bidders in **80:20** allocations, for all types of Cartons for each Lube Plant. The criteria for order award will be overall cost for all types of Cartons put together for each Lube Plant.

- a. The 80% required quantity of each Carton Type would be awarded to the **Overall Lowest Bidder (L-1)** and 20% Quantity to the **Overall 2nd Lowest Bidder (L-2)**. **Hence all the bidders must offer Minimum 80% of Tender Quantity for each item (Carton Type) for any or all given BPCL Plants, otherwise their bids will not be considered.**
- b. The table below shows the desired allocation of quantities:

BPCL Plants	Desired Suppliers	Qty Distribution L-1:L-2
Tondiarpet Chennai	2	80:20

- c. L-1 & L-2 will be decided on the basis of "Overall Net Landed Cost" (after deducting CENVAT and VAT Set-off) for all the types of Cartons put together. For example, L1 & L2 will be decided on the basis of "Net Landed Cost" of CFB Carton -Type A, Carton -Type B, Carton -Type FC and Separator/ Inner put together at a given BPCL Plant.
- d. While L-1 vendor is envisaged to get 80% of respective Carton Type, L-2 vendor is envisaged to get 20% of respective Carton Type.
- e. **In case L-2 rates are found to be un-reasonable, BPCL reserves the right to protect its commercial interest.**
- f. **Net Landed Cost will be worked out by summation of Basic Price, Excise Duty, Sales Tax, Freight, Octroi, and other taxes & levies etc; if any and considering CENVAT & VAT set-off as applicable on the date of tender opening.**

EE. PURCHASE PREFERENCE CLAUSE: Further to **Clause No. 33** of **GPC, Bidders claiming purchase preference as MSE need to submit the following documents:**

- a. Notarized copy of all the pages of the **EM-II** Certificate issued by the appropriate authorities mentioned in the Public Procurement Policy of MSEs-2012.
- b. Vendor's Declaration on a duly notarized Rs. 100 Stamp Paper stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.
- c. **The tender is reserved for MSE.**

FF. INTEGRITY PACT PROGRAM (IP): Integrity Pact (**IP**) is a pact between BPCL (as a purchaser) on one hand and the prospective bidder on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in the purchasing activities of the corporation.

Although Proforma of Integrity Pact is a part of this document (as Annexure – V), IP Document has been uploaded as TENDER FORM in the e-portal, after signing on all its pages "FOR THE PRINCIPAL" (By BPCL). Bidders have to download and take a printout of it, then sign and stamp all the pages, with two witnesses name, address & signature and place & date. This IP document, complete in all respect, is to be scanned and then uploaded in the Bid Form. This document is essential for bidding. Please note:

- a. Proforma of Integrity Pact shall be returned by the bidder/s along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. 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.

- b. If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the bidder Liquidated damages amount by forfeiting the EMD/Bid security as per provisions of the Integrity Pact.
- c. If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the contractor, Liquidated Damages amount by forfeiting the Security Deposit/ Performance Bank Guarantee/ Supply and Performance Guarantee as per provisions of the Integrity Pact.
- d. Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor whose name/ address/ contact numbers are as given below:

1. Name of IEM and E-Mail Id	Shri. Brahm Dutt - dutt.brahm@gmail.com	To be contacted for: COMPLAINTS ONLY
2. IEM's Address	1/8 Safdarjung Enclave, New Delhi - 110 029	
3. IEM's Mobile Number	+91 98719 20282	
1) Name of Procuring Officer- PO	Shri. Shekhar Bhagat - bhagats@bharatpetroleum.in	To be contacted for: All Other Clarifications/ Details Regarding This Tender
2) PO's Office Address	BPCL, Central Procurement Organisation (Mktg), A-Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400 015	
3) PO's Contact Number	022-2417 6467; +91 97698 80656	

GG.The entire tender document along with Annexures, Bid Qualification Criteria (BQC), Technical, Techno-commercial and other Details, Price Bid and declaration forms as well as all the uploaded documents shall form the part of the tender. **BQC**, Declaration forms and Price Bid will be online only.

Offers should strictly be in accordance with the tender terms & conditions and our specifications. Tenderers are requested to carefully study all the documents/ annexures and understand the conditions, specifications etc, before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

HH. PROCESS FOR SUBMITTING THE BIDS: The Tender/Bidding process comprises of:

1) BQC & TECHNO-COMMERCIAL BID: Comprises of followings:

- Bid-qualification Criteria (**Annexure - I**)
- Technical Eligibility Criteria (**Annexure - II**)
- General Purchase Conditions (**Annexure - III**)
- Special Purchase Conditions (**Annexure - IV**)
- Proforma of Integrity Pact (**Annexure - V**)
- Bidding Process for E-Tender (**Annexure - VI**)
- Technical Specifications (**Annexure - VII**)
- Quality Control Checks (**Annexure-VIII**)
- Bidder's Details And Techno-Commercial Form (**Annexure - IX**)
- Acceptance To Tender Terms And Conditions
- Confirmation on Quantity Offered & Delivery Lead-Time (**Annexure - X**)
- Deviation Form
- Other Document Upload Form

- I. Details/ Information pertaining to Bid-qualification Criteria, Bidder's Details & Techno-commercial, Acceptance to Tender Terms & Conditions, Deviation Form and the **Price Bids**, shall have to be submitted online.

- II. The documents - Integrity Pact and Confirmation on Quantity Offered & Delivery Lead-Time are to be downloaded from the **Tender Forms**, prints to be taken, **Filled** appropriately, **Signed, Stamped, Scanned** and then to be **Uploaded** as **Bid Forms**.

This **E-TENDER** has been structured with below mentioned **FORMS**:

1) **BIDDING FORMS:**

- a. **Bid-qualification Criteria:** In this Dynamic Form, Bidders have to submit the required data on-line and upload the documents against each head of qualification Criteria. It is to be mandatorily filled. Price Bids of only those vendors whose bids qualify the BQC, will be considered for opening.
- b. **Integrity Pact:** A pre-signed **IP Document** (All pages signed "**For the Principal**" by **BPCL**) has been uploaded here. Vendors have to **Download** this document and print it such that it is legible. All pages of the printed copy of IP should be duly Signed with stamp by the Authorized Signatory, providing with details and signatures of Two Witnesses and then **Upload** the same here in the field provided therein.
- c. **Bidders Details And Techno-Commercial:** This **Form** is required to be filled on-line. It is to be mandatorily filled.
- d. **Acceptance To Tender Terms And Conditions:** Accept the contents of the Tender Document along with all Annexure (uploaded by us) in toto. Bidders have to click on the **ACCEPT** Button provided on the screen, as a token of having **GONE THROUGH, UNDERSTOOD** and **ACCEPTED** the entire contents of the Tender Terms, Specifications, etc.
- e. **Confirmation on Quantity Offered & Delivery Lead-Time:** An **Excel Work-Sheet** has been provided for the Bidders to indicate Quantity Offered and Delivery Lead-Time for the preferred Item/s / Group/s / BPCL Plant/s, chosen to quote. Bidders have to download this Excel File, take Printout and mention the quantity offered & Delivery Lead Time against the respective Item/s chosen for bidding and then Sign, Stamp, **Scan & Upload** the same in the field provided.
- f. **Deviation:** Vendors can submit deviations if any with their justification in the Deviation Form provided in the tender.
- g. **Other Document Upload:** The Bidders are required to upload the documents (Technical, Techno-Commercial and Vendor Details, such as Copy of PAN Card, Plant & Machinery and Testing Facilities available etc.) duly stamped and attested by the authorized signatory (scanned copies in pdf or jpg format), in support of your offer. The Large Files, consisting of many numbers of pages, should be zipped and uploaded. The supporting documents should be serially numbered.

2) **THE PRICE BID/s:**

The PRICES will be FIRM for entire contract period. The Tender has as many numbers of Line-Items for as many types of Cartons required at each of our given Lube Plants. Each Line-Item is attached with Price Bid Form (refer Sample Format at Annexure - XI). Vendors have to submit the Price Bids on-line. The Price Bid comprises of:

- a. **Price Bid attached to Tender Line-Item for a particular Type of Carton for a particular location of BPCL:** It has following fields:
 - **Raw Material Cost (Rs. per Kg):** Bidders have to work out the Cost of **Kraft Paper** as specified for a particular Type of Carton, required

for manufacturing One Kilogram of that particular Type of **Corrugated Board/ Carton (Type A, B, FC & Separator / Inner)** of required **ply** based on the combination of types of Kraft Paper to be used (for **Liner, Flutes and Top**). The **COST of Kraft Paper** for each type of **Corrugated Board** is to be provided in this field of the Price-Bid.

- **Value Addition/ Conversion Charges (Rs. per Kg):** Bidders to mention the Cost for Conversion of the Kraft Paper to One Kilogram of the particular Type of Corrugated Board/ Carton, including Costs on starch based Adhesive, Pasting, Printing and Other Allied Costs like packing/ forwarding etc.
 - **Delivery Charges (Rs. per Kg):** Bidders have to quote for **Firm Transportation Cost** for delivering, unloading & stacking etc; of One Kilogram of Carton to BPCL Lube Plants.
 - **Taxes & Duties (%):** To be mentioned, currently applicable for the Material for the specific Delivery Location (BPCL Plant).
- I. **Summation** of Kraft Paper Cost, Discount (if any) and Conversion Cost will become the **Basic Rate** in **Rs. per Kg** of the Particular Type of Corrugated Board/ Carton.
- II. It may be noted that, we require various sizes of Cartons depending upon Lube Pack Sizes to be packed (HDPE Containers, Sachets, Rola-Pack, and Stand-up Pouches etc.). The Dimensions, Weight for the Type of the Carton have been provided in the **Annexure – VII. The cost of the Cartons would be payable based on the Basic Rate for the Type of the Carton multiplied by the Weight of the respective Carton multiplied by Number of Cartons supplied.** All other charges and taxes and duties shall be applicable over it, as per individual vendor's quote.
- II. **SPECIAL RIGHTS:** BPCL reserves the right to take suitable penal action (including putting the vendor on Holiday listing up to 2 years) in following cases:
- a. Vendors withdraw or alter their bids during the bid validity.
 - b. Successful Vendors do not accept the order.
 - c. Successful Vendors accept the order but fail to deliver the product/services as per Purchase Order Terms and conditions.
- JJ. **GENERAL:**
- a. Tender documents are not transferable. Forming Cartel and quoting rates in groups would disqualify the supplier.
 - b. Vendor should have good HSSE (Health, safety, security and Environment) policy.
 - c. Vendors should have smooth process flow for manufacturing. It will be the responsibility of the supplier to procure the raw materials required to meet our demand. Supplier must ensure that adequate stock of raw materials is available to meet our requirement as per call up placed by the plants.
 - d. Vendors shall have adequate storage space to store Raw Material for 15 days and finished goods for 7 days.
 - e. **The shortages observed during receipt shall be on supplier's account and the decision of Bharat Petroleum Corporation Ltd in this respect shall be final and binding on the supplier. The acknowledgement of receipt of quantity as determined by the receiving location shall be full and final.**
 - f. We reserve the right to accept any offer in whole or part or reject any or all offers

without assigning any reason. We are also not bound to accept the lowest Bid. Corporation reserves the right to reject any offer which in the opinion of the Corporation is below the normal cost of a Carton based on the current cost of inputs.

- g. No counter terms and conditions shall be acceptable to us. In case you disagree to any of our terms and conditions, kindly specify in the **Deviation Form** with your justifications, failing which the same shall be deemed as accepted by you.
- h. It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of Tender and the successful Vendor 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. No advantage is to be taken either by the Corporation or the Vendor of any clerical error or mistake may occur in the general specification, schedules and plans.
- i. If any of the information submitted by the tenderer is found to be incorrect at any time including the contract period, Bharat Petroleum Corporation Ltd reserves the right to reject the tender/ terminate the contract and reserves all rights and remedies available.
- j. Vendors are advised not to enclose unwanted and unasked documents with the tender. Any such documents if received shall not be considered.
- k. Your tender may not be considered, if we are unable to evaluate your offer for want of any Information.
- l. Transit insurance shall be borne by the Vendor.
- m. The vendor shall not sub-contract, sub-lease, sub-let or assign whole or any part of the contract.
- n. The vendor shall not claim at any time his industry as captive industry or captive plant. Vendor's workmen and other employees shall have no right whatsoever to claim any compensation of any nature from BPCL.
- o. The vendor shall at his own cost and initiative comply with all Labour Laws/ Regulations in force from time to time and shall indemnify BPCL from Claims/ Compensation arising out of labour employed by him in his factory.
- p. For supply of Defence Cartons (if any) which may take place from our Wadilube plant, Vendor has to coordinate with the Defence Officials for inspection and approvals.

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INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

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

Section 2 - Commitments of the Bidder / Contractor/Supplier

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

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

- (b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - (c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

Section 4 - Compensation for Damages

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

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor/Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitors

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

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

For the Principal

For the Bidder/Contractor/ Supplier

Place

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

Date

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

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ANNEXURE – VI**BIDDING PROCESS FOR E-TENDER****GENERAL INSTRUCTIONS TO VENDORS**

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpclproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>.
2. **Corrigendum/ Amendment**, if any, shall be notified on the site <https://bpclproc.in>. In case any Corrigendum/ Amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the Corrigendum/ Amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
3. Steps to be followed by bidders:
 - I. Registration at BPCL E-Procurement site.
 - II. Obtaining Digital Signature.
 - III. Submitting Bid.
4. For registration on the E-Tender site <https://bpclproc.in>, one can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Remember your **e-mail id** (which also act as the **Login ID**) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. On adding your Digital Signature, please inform the vendor administrator @ sumankumar@bharatpetroleum.in for approval, with a copy to bhagats@bharatpetroleum.in. Once approved, bidders can login in to the system as and when required.
5. To maintain secrecy and security of bids and the data exchanged, the system operates with the “Digitally signed Certificate” from buyer as well as seller. Data exchanged in the system shall have double encryption which is enabled by a “Digitally signed Certificate”. This ensures maximum possible security and the bids can be viewed only after the tender opening by BPCL / Service provider / participating vendors.
6. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the Licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**
7. In case any vendor so desires, he may contact our e-procurement service provider M/s. **E-Procurement Technologies Ltd.**, Ahmedabad (Contact no. Tel: +91 79 4001 6868) for obtaining the **Digital Signature Certificate**.
8. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Tenderers are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves.
 - (ii) Tenderers are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the tenderer intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (iii) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (iv) No manual bids/offers along with electronic bids/offers shall be permitted.
9. No responsibility will be taken by BPCL for any delay due to connectivity and/or availability of website.

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ANNEXURE – VII**TECHNICAL SPECIFICATIONS****CFB CARTONS**

The bidders are required to collect a sample of the Type-A carton from BPCL by way of sending an application to the Sr. Manager (Packaging), SCM Lubes, 'A' Installation, Bharat Petroleum Corp. Ltd. Sewree Fort Rd., Sewree East, Mumbai – 400015.

A. SPECIFICATION OF CFB CARTONS " TYPE – A "

Sr. No.	CHARACTERSTICS	DESCRIPTIONS
1	Material	<p>The colour of 180 gsm Outer Liner should not vary beyond the Light / Dark Samples as approved by BPCL (Successful Vendor to submit Light / Dark Samples for approval)</p> <p>5 Ply Corrugated Board Outer Liner: 180 gsm 28 BF Inner Liners/ Flutes (4): 150 gsm 22 BF</p>
2	Adhesive for Ply	Sodium Silicate not to be used. Starch gum with dextrin (Borex and caustic soda) base only should be used.
3	Staples	Should be electroplated Galvanized MS wire. Staples should not get rusty
4	Type of Flute inside/ outside	B: 150–185 per meter B Type should conform to IS 2771-1965
5	Flute Height (exclusive of liner)	2.1 mm to 2.9 mm – B Type
6	Direction of Flute	Perpendicular to the base (Vertical along the stack)
7	Internal Dimension and weight	As per specs given for reference
8	Bursting strength of each box (std)	13.5 +/- 0.5 kg/sq.cm. To be tested as per IS-1060 (Part I) 1977
9	Compression strength - standard	260-300 Kgf
10	Cobb Value outer surface (30 minutes)	140 gm/sq.m +/- 5%
11	Moisture content Wt%	5 +/- 2
12	Printing	As per approved design and colors.
13	Scoring	To be deeply put such that it does not crack the board, when the flaps are turned through 180 deg.
14	Joints of Boxes	<p>Side of box forming joint shall not lap less than 30 mm and be fastened with staples not more than 50 mm apart in each row. The first and the last staples shall be double and are not to be farther than 25 mm from the beginning and the end of the joint respectively.</p> <p>Staples not to project inside the box. Staples shall be centrally located along this overlap.</p>
15	Flaps	Boxes shall have 4 flaps each at the top and bottom. Both inner and outer laps when drawn together as closely as possible shall ensure tight pack.

B. SPECIFICATION OF CFB CARTONS " TYPE - B "

Sr. No.	CHARACTERSTICS	DESCRIPTIONS
1	Material	<p>The colour of 180 gsm Outer Liner should not vary beyond the Light/Dark Samples as approved by BPCL (Successful Vendor to submit Light/Dark Samples for approval)</p> <p>5 Ply Corrugated Board Outer Liner: 230 gsm White Duplex Board Inner Liners/ Flutes (4): 150 gsm 22 BF</p>
2	Adhesive for Ply	Sodium Silicate not to be Used. Starch gum with dextrin (Borex and caustic soda) base only should be used.
3	Staples	Should be electroplated galvanized MS wire. Staples should not get rusty.
4	Type of flute inside/outside	B:150 – 185 per meter B Type should conform to IS 2771 -1965
5	Flute Height (exclusive of liner)	2.1 mm to 2.9 mm – B Type
6	Direction of flute	Perpendicular to the base (Vertical along the stack)
7	Internal Dimension and weight	As per specs given for reference
8	Bursting strength of each box (min)	12.5 +/- 0.5 kg/sq.cm. To be tested as per IS-1060 (Part I) 1977
9	Compression strength	260-300 Kgf +/- 5%
10	Cobb Value outer surface (30 minutes)	140 gm/sq.m +/- 5%
11	Moisture content Wt%	5 +/- 2
12	Printing	As per approved design and colour.
13	Scoring	To be deeply put such that it does not crack the board, when the flaps are turned through 180 deg.
14	Joints of Boxes	<p>Side of box forming joint shall not lap less than 30 mm and be fastened with staples not more than 50 mm apart in each row. The first and the last staples shall be double and are not to be farther than 25 mm from the beginning and the end of the joint respectively.</p> <p>Staples not to project inside the box. Staples shall be centrally located along this overlap.</p>
15	Flaps	Boxes shall have 4 flaps each at the top and bottom. Both inner and outer flaps when drawn together as closely as possible shall ensure tight pack.

C. SPECIFICATION OF CFB CARTONS " TYPE – FC "

Sr. No.	CHARACTERSTICS	DESCRIPTIONS
1	Material	5 Ply Corrugated Board Outer liner: 230 gsm WHITE DUPLEX BOARD Inner Liners & Flutes (4): 150 gsm 22 BF
2	Adhesive for Ply	Sodium Silicate not to be Used. Starch Gum with dextrin (Borex and Caustic Soda) base only should be used.
3	Staples	Should be Electroplated Galvanized MS Wire. Staples should not get rusty
4	Type of flute inside/outside	B:150 – 185 per meter B Type should conform to IS 2771 -1965
5	Flute Height (exclusive of Liner)	2.1 mm to 2.9 mm – B Type
6	Direction of Flute	Perpendicular to the base (Vertical along the stack)
7	Internal Dimension and Weight	410 x 315 x 235 mm; + 3 mm – 1 mm; Weight 680 gm
8	Bursting strength of each box (min)	12.5 +/- 0.5 kg/cm ² . To be tested as per IS-1060 (Part I) 1977
9	Compression strength	350 Kgf +/- 5%
10	COBB Value outer surface (30 minutes)	140 gm/sq.m +/- 5%
11	Moisture Content Wt%	5 +/- 2
12	Printing	4 Colour Printing – As per approved design provided by BPCL
13	Scoring	To be deeply put such that it does not crack the board, when the flaps are turned through 180 deg.
14	Joints of Boxes	Side of box forming joint shall not lap less than 30 mm and be fastened with staples not more than 50 mm apart in each row. The first and the last staples shall be double and are not to be farther than 25 mm from the beginning and the end of the joint respectively. Staples not to project inside the box. Staples shall be centrally located along this overlap.
15	Flaps	Boxes shall have 4 flaps each at the top and bottom. Both inner and outer flaps when drawn together as closely as possible shall ensure tight pack.

D. SPECIFICATION OF SEPARATORS /INNERS *:

Sr. No.	CHARACTERISTICS	DESCRIPTION
1.	Material	3 Ply Corrugated Board
2.	Each Liner & Fluting Medium	All ply 150 GSM Kraft Paper of 22 BF Kraft paper to conform to IS 1397 – 1967
3.	Adhesive for Ply	Sodium Silicate not to be used. Starch gum with dextrin (Borax and caustic soda) Base only should be used.
4.	Dimension	Length & Width shall be 5 mm less than the internal length and width of the corrugated box.
5.	Direction of Flute	Flute should be longitudinally placed to obtain desired strength.

***Inners are small boxes made up of above specs and put inside Boxes Type A mainly used for pouches.**

GENERAL:

1. Corporation may decide to change the size, specs or type of carton for a specific product and the same shall be implemented by the supplier within reasonable time specified.
2. The dimensions / weight given below are representative for major grades. We may add new grades in any category and the rate shall be applicable according to the rate finalized for that category per kg basis. Max. weight tolerance: +/-15gram. Samples will be certified by BPCL after placement of orders for certifying weights.

SR. NO.	PACK SIZE	DIMENSIONS	WT	TYPE
1	4 x 5 litre	482 x 232 x 315 mm	784 gms	A
2	20 x 1 litre TVS	475 x 315 x 232 mm	864 gms	B
3	20 x 900ml TVS	475 x 315 x 232 mm	864 gms	B
4	12 x 1 litre	490 x 220 x 218 mm	603 gms	A
5	12 x 900ml	490 x 220 x 218 mm	603 gms	A
6	24 x 500ml	420 x 340 x 185 mm	784 gms	A
7	6 x 3 litre	425 mm x 295 mm x 275 mm	814 gms	A
8	6 x 2.5 litre	425 mm x 295 x 275 mm	814 gms	A
9	4x3.75 litre	455 x 215 x 295 mm	688 gms	A
10	6 x 3.5 litre	455 x 320 x 295 mm	942 gms	A
11	4 x 4 litre	455 x 215 x 295 mm	688 gms	A
12	4 x 3.75 litre	455 x 215 x 295 mm	688 gms	A
13	4 x 3.25 litre	425 x 210 x 280 mm	624 gms	A
14	12 x 1 litre liner carton	455 x 230 x 185 mm	865 gms	A
15	24 x 500ml liner carton	548 x 276 x 130 mm	945 gms	A
16	48 x 250 ml (Incl one plate)	480 x 195 x 290 mm	693 gms	A+Separator
17	20 x 350ml (Incl one plate)	365 x 295 x 177 mm	674 gms	A+Separator
18	300 x 40ml (OUTER CARTON)	495 x 250 x 235 mm	732 gms	A
19	75 x 40ml (Inner carton)	240 x 240 x 100 mm	202 gms	Inners
20	200 x 60ml (OUTER CARTON)	380 x 295 x 240 mm	733 gms	A
21	50 x 60ml (Inner carton)	280 x 185 x 110 mm	167 gms	Inners
22	600 x 20ml (OUTER CARTON)	450 x 325 x 232 mm	867 gms	A
23	150 x 20ml (Inner carton)	310 x 220 x 110 mm	210 gms	Inners
24	20 x 900ml HERO HONDA	420 x 320 x 245 mm	854 gms	B
25	10 x 1.2 litre (Incl two plate)	350 x 305 x 270 mm	1234 gms	A+Separator
26	12 x 1 Ltr	515 x 220 x 220 mm	630 gms	FC
27	12 x 900 ml	515 x 220 x 220 mm	630 gms	FC
28	1.2 Ltr MAK	383 x 265 x 235 mm	650 gms	A
29	800 ml 4T Scootech	495 x 205 x 245 mm	635 gms	FC
30	900 ml TVS Tru-4 Export	482 x 330 x 245 mm	1324 gms	A
31	TVS Synth 1 Ltr	610 x 360 x 230 mm	1234 gms	B

- 3) The vendor should have requisite machineries / facilities required for manufacturing and should have at least following machineries for manufacturing CFB Cartons.

Sr. No.	Plant and Machinery	Sr. No.	Plant and Machinery
i	Corrugating Machine	vi	Stitching Machine
ii	Pasting Machine	vii	Board Cutter
iii	Bar Rotary Creasing/ Die-Cut Machine	viii	Slotting Machine
iv	Printing Machine For 2 Colours	ix	Top Pan Balance
v	Punching Machine	x	

It is mandatory for the manufacturer to provide suitable Die-Cut Machine of requisite size as BPCL may ask to manufacture cartons in these machines as and when BPCL goes for automatic cartonizing machines at our plant.

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QUALITY CONTROL CHECKS

A. MINIMUM QUALITY CONTROL CHECKS THE SUPPLIER IS REQUIRED TO DO AT HIS PREMISES AND ISSUE CERTIFICATE WITH EACH CONSIGNMENT:

1. Visual Inspection
2. Measurement of Dimensions
3. Measurement of Weight
4. Bursting Strength and Burst Factor
5. Compression Strength
6. COBB Test
7. Moisture Test

All above tests, wherever applicable, shall be conducted as per relevant **BIS Specification**.

B. VENDOR SHOULD HAVE ALL THE TESTING FACILITIES AND EQUIPMENTS REQUIRED TO CARRY OUT ABOVE TESTS AS PER BIS SPECIFICATIONS.

1. Bursting Strength Tester
2. Substance Indicator for determining the grammage per sq.mtr. of kraft paper
3. Cobb Tester to find out the water absorption/penetration (COBB value)
4. Weighing Machine
5. Compression Testing Machine
6. Moisture Tester

C. ACCEPTANCE CRITERIA AT BPCL PLANT/S:

The following are the brief requirement for accepting CFB Cartons at the Receiving Plant:

- VISUAL APPEARANCE / OVERALL FINISH -
- WEIGHT - As Per Specifications.
- SIZE -
- PRINT QUALITY AND TEXT -
- BURSTING STRENGTH AND BF -
- QUALITY OF CLIPS -
- QUALITY OF CREASE -
- BOX FORMATION TEST -

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ANNEXURE – IX

BIDDER'S DETAILS AND TECHNO-COMMERCIAL

To Be Submitted Online

Sr. No.	PARTICULARS	BIDDER'S CONFIRMATION
1	Name of the Tenderer / Firm / Company	
2	Status of the Tenderer/ Firm/ Company (Proprietary Firm OR Partnership Firm OR Public/ Private Limited Company)	
3	Address and Contact Details of the Registered Office	
4	Name & address of the Proprietor/ Partners/ Directors with percentage of share holding	
5	If any of the Proprietor/ Partner(s)/ Director(s) of the Firm/ Company participating in this tender, is also a proprietor/ Partner(s)/ Director(s) in any other Firm/ Company (manufacturing unit of Tendered Material), then please provide the following details:	
5-a	Name of Common Proprietor/ Partner/ Director	
5-b	Name of the other Unit	
5-c	Other Unit Address	
6	State whether the Proprietor/ Any of the Partners/ Any of Directors of your Firm/ Company is related to Any of the Directors of BPCL	
6-a	If YES, state the Name of BPCL Director and Your RELATIONSHIP with Him	
7	State whether the Proprietor/ Any of the Partners/ Any of the Directors of your Firm/ Company is also a Director of BPCL	
7-a	If YES, state the Name/s of such BPCL Director/s	
8	Address and Contact Details of your Plant from where Material is going to be supplied. In case the MSE vendor wishes to supply from their more than one Plants/ Units having MSE Certification, then provide Address and Contact Details of all those Plants/ Units.	
9	Name and Contact Details (Phone, E-Mail Id etc.) of the Contact Person/s	
10	State whether the Tenderer/ Firm/ Company is a Micro or Small Enterprise (MSE). If YES, please provide Supporting Document.	
10-a	In case the tender is Reserved EXCLUSIVELY for MSE OR 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. The Original Indemnity Bond needs to be furnished to BPCL at the time of award of contract.	
10-b	State whether the Tenderer/ Firm/ Company is a Micro or Small Enterprise (MSE) owned by Scheduled Caste (SC) or the Scheduled Tribe (ST) Entrepreneurs. If YES, please provide Supporting Document.	
11	Please confirm, if any Excise Duty CONCESSION is available to the Unit.	
11-a	If yes, what is the applicable rate of ED (concessional):	
11-b	Till what date the concessional ED is available?	
11-c	Please also indicate the current rate of ED without concession:	
12	Please confirm, if any Sales Tax CONCESSION is available to the unit.	
12-a	If yes, what is the applicable rate of CST/VAT (concessional):	
12-b	Till what date the concessional CST/VAT is available?	
12-c	Please also indicate the current rate of CST/VAT without concession:	
13	If the Excise Duty and/or Sales Tax concession of any vendor is expiring within 2 years from the tender due date, offers will be evaluated on the pro-rata basis of the concessional tax rate and current tax rate without concession. Base date for evaluation on pro-rata basis will be taken as 60 days from the due date.	
14	Major Vendors for SUPPLY of Input	
15	Manufacturing and Handling Machines available (Vendor may upload extra sheet)	

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ANNEXURE – X**CONFIRMATION ON QUANTITY OFFERED AND DELIVERY LEAD-TIME**

M/s. _____

PARTICULARS	BIDDERS TO INDICATE QUANTITY OFFERED AND THE DELIVERY LEAD-TIME FOR THE CARTONS FOR A GIVEN BPCL LOCATION		
BPCL LOCATIONS	TONDIARPET LUBE PLANT, CHENNAI		
REQUIREMENT (MT)	TENDER QTY	OFFERED QTY	DELIVERY LEAD-TIME
TYPE A CARTON	610		
TYPE B CARTON	90		
TYPE FC CARTON	20		
SEPARATORS	225		
TOTAL	945		

NOTES:

- The Bidders have to necessarily quote (must offer) for Minimum 80% of the Tender Quantity of **ALL TYPES OF CARTONS** required for a given **BPCL Plant**, otherwise their bids will not be considered.
- The Bidders are requested to offer "The Realistic Delivery Lead-Time". It is emphasized here that strict adherence to the delivery schedule is of utmost importance to us. Call-ups will be issued considering Agreed Delivery Lead Time. We shall follow the monthly/ fortnightly Call-up Cycle taking into account the agreed delivery lead time.

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PART - B:**ANNEXURE – XI****PRICE BID**

1. Price Bids to be submitted on-line. The prices will be **FIRM** for entire contract period.
2. Vendor must quote for **MINIMUM 80%** of tender quantity of each type of CFB Cartons.
3. Vendors have to bid for **EACH & EVERY TYPE** of **CFB Cartons** for a given **BPCL Plant/s** selected/ desired to Bid for.

SAMPLE PRICE BID: CFB CARTONS

PARTICULARS	BID / QUOTE (FOR CFB CARTONS)			
	CARTON TYPE A	CARTON TYPE B	CARTON TYPE FC	SEPARATOR/INNER
Qty required - Kg				
Qty offered - Kg				
Raw Material Cost Rs./ kg				
Conversion Cost Rs./ kg				
Basic Rate Rs./ kg				
Discount, if any Rs./ kg				
E D Inclusive of E Cess				
Delivery Charge Rs./ kg				
VAT / CST @.....				
Octroi @.....				
Total Rs./ kg				

NOTES: Unit of Measure (UoM) is Kg.

- Raw Material Cost (Kraft Paper):** The Bidders have to work out the cost of **Kraft Papers** in **Rs. per kg** for making the **Corrugated Board (Cartons-Type A, B, FC & Separator/ Inner**, refer specifications at **Annexure - VII**) of required **ply** based on the combination of types of Kraft Paper to be used (for **Liner, Flutes and Top**). The **COSTS of Kraft Paper** for each type of **Corrugated Board** is to be provided in this field.
- Conversion/ Value Addition Charges** including Printing Cost & Other Allied Costs like packing/ forwarding etc; are to be provided in **Rs./Kg**.
- Kraft Paper Cost together with Conversion Cost becomes **Basic Rate** of the **Corrugated Board** of the respective Type of Carton, in **Rs./Kg**.
- Excise Duty:** is to be indicated **INCLUSIVE** of Education & Higher Edu. Cess, if any. **CENVAT**, as applicable on the due date of tender, will be considered for evaluation.
- Delivery Charges:** indicate **FIRM** Freight Rate in **Rs./Kg**, including unloading & stacking at receiving location etc; (inclusive of Service Tax, if any). [Please use **Deviation Form** (Bid Common Form provided with this e-tender) indicating that, "**Sales Tax** (CST/VAT) is to be worked out **considering / WITHOUT** considering **Freight Element**".]
- Sales Tax:** Please indicate **CST/VAT** in **%**. [Use **Deviation Form** (Bid Common Form provided with this e-tender) indicating that, "Applicable **CST** against **Form "C" or VAT**". **VAT Set-Off**, as applicable on the due date of tender, will be considered for evaluation.
- Octroi/ Entry Tax:** Please indicate in terms of **%**, as applicable.

NOTE: Bidders to note that, due to limitations of Decimal to the Numbers in the E-Tender System, the Commercial Evaluation of Quotes/ Offers and the Standing of Offers/ Bidders worked-out by the E-Tender System, is just indicative and Final Standing of Offers/ Bidders will be based on Commercial Evaluation done Manually.

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