

**LOYALTY PROGRAMS
BHARAT PETROLEUM CORPORATION LIMITED
12/E, MAKER TOWERS, CUFFE PARADE,
MUMBAI 400 005.**



**TENDER FOR
LOYALTY PROGRAMS – EDCs AND FIELD SERVICES MANAGEMENT**

CRFQ NO: 1000247789

DUE ON: 27th January, 2016 1500 Hrs

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Tender Schedule		
Sr. No.	Description	Details /Timelines
1	Tender Number	CRFQ No.1000247789
2	Title	Loyalty Programs– EDCs And Field Services Management
3	Type of Tender	Public
4	Bid Type	Two part bid(Technical and commercial)
5	Evaluation Criteria	L1 basis.
6	Date of tender	6 th January, 2016
7	Date & Time of Pre Bid Meet.	12 th January, 2016 10.30 Hrs to 12.30 Hrs
8	Last date & Time for submission of tender.	27 th January, 2016 15:00 hrs
9	Date & Time for opening of Technical bid.	27 th January, 2016 15:30 Hrs
10	Scope of the Tender	Supply of EDCs on rental basis and their field service management.
11	Currency Type	Indian Rupees (INR)
12	EMD	Rs. 1,00,000/- (Rupees one Lakh)
13	Period of validity of Quotes	270 days from due date of Tender and or as indicated by tenderer whichever is later.

TENDER NOTICE
BHARAT PETROLEUM CORPORATION LIMITED
Notice inviting Tender from Domestic Vendors
For
Loyalty Programs - EDCs & Field services management.

Tender Reference No: - CRFQ No: 1000247789 Date: 28.12.2015

Bharat Petroleum Corporation Limited (BPCL), invites bids under two parts bid (Technical and commercial) from capable Domestic bidders for Supplying EDCs and undertaking field service management of EDCs for their Retail Automation, Hosting EPS and or Credit/Debit banking applications, Loyalty Programs - PetroBonus, SmartFleet & their partner loyalty programs .

Broad scope of work:

1. Supply of EDC terminals (as per specs) on rental basis for processing BPCL and their partner loyalty card transactions, multi acquirer Credit/Debit banking transactions, and facilitating fuelling transactions at Retail automation sites etc.
2. Pan India Installation and de-installation of EDCs at BPCL Retail outlets and or their business partners premises as specified from time to time.
3. Provide suitable network connectivity with local dial up facility for data transfer from BPCL retail outlets to a destination IP of BPCL.
4. Field service management of EDCs including EDC/Transaction related complaint calls.

Section I

Introduction

About BPCL

Bharat Petroleum Corporation Ltd. (BPCL) is the 2nd largest oil marketing company in the country. BPCL is one of the Fortune 500 Companies in the country with ranking of 290th and declared as a “Navratna” by the Government of India. BPCL’s Retail Business Unit is the largest amongst its 6 Business Units accounting for 60% of its turnover of Rs. 2,40,000 Crores and having about 21% marketing share in India. BPCL infrastructure today possess of strategic network of more than 12000 retail outlets across the country.

BPCL fostering customer relationship

At Bharat Petroleum Corporation Limited (BPCL), we understand customers need and relentlessly work towards fulfilling them, working consciously towards providing added value in fuel and non-fuel areas. The Corporation has pioneered offerings in Indian Petroleum retailing space that have bridged need gaps of its customers, Loyalty is one such attempt to foster and reward relationships. With its customer centric initiatives leveraging information technology for both its reach and results, Bharat Petroleum has in fact revolutionized the fuel retailing business with the nation’s first ever SmartCard solution in the Oil & Gas sector.

Recognizing the needs of our customers to make it more convenient and rewarding, BPCL was a pioneer in introducing a loyalty-cum-rewards program, PetroBonus in India. Equipped with Smart Card Technology, the PetroBonus program combines convenience in payment along with an inbuilt rewards program with reward points “Petromiles” every time the customer fuels. To cater to large Fleet Owners , SmartFleet program was launched offering convenience, security and a host of privileges such as cashless transactions, vehicle tracking, credit option and Cash Management System.

PetroBonus & SmartFleet:

Over the last 15 years, the programme has grown multi fold and the turnover during the last year was over Rs. 25,000, Crores. BPCL has its Loyalty Program spread across geographies and demography in the country at over 5500 Retail outlets and serving over 4 million members with a sale that is garnering more than 15.5 % of its Fuel volume through loyal customers.

Business objective:

BPCL wish to outsource management of EDCs for their Loyalty programs and banking transaction needs. The outsourcing model, among others will involve not only positioning EDCs but also undertaking Field service management. The service provider will be given due authorities and freedom to operate in the field as required, and deliver desirable service levels. BPCL will however lay down necessary guiding principles of security, information confidentiality, accessibility and interface with other Vendors/Business Partners who have primary relationship with BPCL.

Bid Qualification Criteria

The **Bidder** should fulfill criteria tabulated below. In case, bidder is a Group Company, credential of Parent/Group companies shall be considered to establish the Bid qualification criteria.

Group companies are defined as under:

1. Group Company - Parent Company and Direct Subsidiaries

If the Parent Company directly holds 51% or more of the equity share capital in their subsidiary companies, then such subsidiary companies are called direct subsidiaries and shall be considered as part of group companies.

2. Group Company - Parent Company and Indirect Subsidiaries

If 100% subsidiary of the Parent Company holds 100 % of the equity share capital in their subsidiary companies (including 100 % subsidiary companies), then such subsidiary companies are called indirect subsidiaries and shall be considered as part of group companies.

Documents required from bidders including group companies in support of criteria stated above:

1. Letter from parent / subsidiary company giving details of holding.
2. Company Profile
3. Audited Annual Accounts for last 3 years
4. Certification of incorporation, Memorandum of Association (MOA) and Articles of Association (AOA).

Criteria	Sr. No.	Clause for Eligibility	Evidence/supporting documentary proof.
1.Financial Criteria	1	Minimum average turn-over of over Rs. 20 Cr per annum for last three financial years (2014-15, 2013-14, 2012-13)	Copies of audited Financial Statements duly attested by CA.
	2	Vendor should have a positive networth.(Net worth is defined as total assets minus total liabilities.)	A Certificate from CA with supportings
2.Past performance	1	The Bidder should not be currently blacklisted by any PSU/government institutions in India	Declaration from authorised signatory of the firm.
3. Past	1	Experience of deployment and	Copy of work order/Purchase

Experience and Service capacity		<p>rendering field services for minimum 50,000 EDCs for processing loyalty / prepaid / credit / debit cards in any of the last 12 months period in India.</p> <p>or</p> <p>Currently servicing any one Petroleum company with at least 15,000 EDCs in a month on a PAN India basis.</p>	<p>order/ Contract Agreement.</p> <p>Copies of work Completion certificates or a letter from servicing company.(Such completion certificates should clearly indicate total count of EDCs installed and or number of establishments where such services were rendered and period)(In the event, bidder is a registered vendor with BPCL/currently rendering service to BPCL, Performance certificate from respective BPCL function to be submitted.)</p>
1. Service Support	1	<p>Bidder to bid on sole credentials. Consortium,alliance,outsourcing,sub-contracting of field activity is not allowed. Bidder should have own/in-house servicing arm with clear hierarchy and controls, meeting requirement of Pan India presence at min.100 locations for field services. Service engineers and staff engaged in the field activity are either employed or direct contract relationship without any third party in between and such contract personnel should be under direct control of bidder for effective field service delivery.</p>	<p>Self declaration on letter head with details of number of employees on roles and contract men,if any totaling to min.100 persons. In case of personnel Contract agreements for total number of personnel with a summary sheet to be provided.</p> <p>Organogram of service arm.</p>
5. Pan India presence.	1	<p>Pan India presence at minimum 100 cities/towns to service BPCL Retail outlet network and their partners.(Presence is defined as branch office or service center or location of resident engineer, if any.)</p>	<p>A self Declaration attaching list of locations with name and mobile number of service personnel.</p>

Note:

1. Deviation/Non fulfillment of any one of the criteria will be treated as disqualified at BQC level and such a bid will not be qualified for Technical assessment and opening of commercial bid
2. There is no independent weightage to any of the criteria, non-compliance of any one lead to disqualification.

SECTION III

TECHNICAL EVALUATION CRITERIA:

1. Declaration specifying the make and model of EDCs quoted for.
2. Confirmation from OEM /declaration from Vendor that EDC models proposed are meeting the minimum specification stipulated in Annexure-1.
3. Submit attested copy of PESO approval for EDC models/makes.(PESO approval is must at least for one model at the time of submitting tender).
4. Submit Technical bid compliance
5. General Terms and conditions
6. Integrity Pact
7. Draft agreement.
8. Scope document
9. Scope of work Declaration

All documents listed above should be duly signed and stamped by the bidder. Scanned copies of all these documents should be uploaded in the system(web site). This is to ensure that bidder agrees to all the tender conditions

Note:

1. Deviation/Non fulfillment of any one of the criteria will be treated as disqualified at Technical evaluation level and such a bid will not be qualified for opening of commercial bid
2. There is no independent wieghtage to any of the criteria,non-complaine of any one lead to disqualification.

SECTION IV

SCOPE OF WORK

1. EDC Management

1. BPCL had developed its loyalty programs on a platform compatible with 2 major OEMs of EDCs in India ie M/s VeriFone India Pvt Ltd and M/s Ingenico International India Ltd.
2. Supply of Bluetooth enabled models of EDCs of M/s VeriFone India and M/s Ingenico on monthly fee basis for 36 months.EDC specifications are given in the ANNEXURE I .
3. These EDCs will be put to use for carrying out following transactions
 - a) Loyalty card transactions.
 - b) Multibank credit/debit card.
 - c) Retail automation.
 - d) Other partner loyalty
 - e) Promotions if any
 - f) Any other card/non card transactions on EDC.
4. The EDCs should support Charge Slip printing as a follow up process for each of the above transactions.
5. The EDCs will be placed at BPCL dealers premises / business associates and other partners premises on pan India basis.
6. Supply of EDC includes procurement, deployment, operations and comprehensive preventive and breakdown maintenance.
7. Estimated requirement of all makes/models put together would be 15,000.BPCL will have right to increase the requirement up to 20% of tendered quantity on need basis(variation order).Such an additional requirement will be notified within 6 months from date of commencement of contract. In such case, additional quantity may have less than 36 months engagement.
8. To service merchants, vendor's presence at minimum 100 cities/towns in India is necessary. (Desired office location list is given as in – ANNEXURE -VII)
9. A buffer stock of minimum 5% of installed base of EDC should be maintained at each of the hub location at all times during the contract period. Quarterly MIS in support of such inventory levels should be provided to BPCL by 7th of next month.
10. To maintain a back to back direct service level agreement with OEM's, of both the makes, essentially to ensure repair maintenance and integrity of EDC. Such agreement with OEM should be in the name of vendor and a copy the same to be provided to BPCL Such arrangement should cover throughout the contract period barring the warranty period.

11. All installed EDCs will have to be covered under suitable insurance for loss, theft, burglary, fire, riots, damage, floods, earthquake etc. at merchant premises during the contract period.
12. Insurance charges will be reimbursed on actual basis. Necessary paper work related to preferring claim on insurance company will have to be undertaken by the vendor.
13. EDCs supplied should have all relevant certifications as per RBI and Indian laws. Associated costs if any are to be borne by Vendor.
14. PESO approved EDCs for use in Petroleum Retail outlet will only be considered for Deployment. PESO approval should be valid for the entire contract period. In case of approval expires during the contract period, Vendor to ensure OEM obtains extension well in time.
15. BPCL will have right to draw full quantity of PESO approved EDCs only and discard/not-see non-PESO approved ones.
16. EDC should have adequate memory though minimum memory is indicated, to host all the existing programs ie Loyalty, partner loyalty, Retail automation application, Banking applications/EPS with a provision for accommodating any other programs in future. EDC should support all modes of connectivity such as PSTN, LAN, USB, Serial (RS232) through its base. Connectivity between the hand set and the base to be Bluetooth.
17. EDCs, to be hosted with Cr/Dr application or EPS will have to be injected with necessary keys physically. Physical injection will be carried out by BPCL software vendor at their designated Service centres, located at minimum 50 major cities/towns. (list will be provided on commencement of contract)
18. Vendor is required to deposit EDCs for key injection in lots not less than 10 EDC per visit, at software vendor's office which will be returned in 5 working hours duly injected with relevant hardware/software keys. (Visit charges will be paid-Ref line item in the price bid). Depositing on piecemeal basis or single EDCs is not allowed and no visit charges will be paid for such visits.
19. Working days for key injection would be Monday to Saturday (both days inclusive) from 8.30 AM to 7.00 PM.
20. Necessary authorizations and details of key injection centres will be provided by BPCL before commencing operations.
21. Loyalty transactions are HSM authenticated, hence Vendor to provide EDCs with master application (limited numbers) and Slave EDCs with necessary slave application software. However the overall quantity will be within the tendered quantity.
22. For first time installation of EDC in the field, it has to be injected with program keys through a master terminal.
23. Vendor is expected to maintain adequate stock of key injected EDCs (Key injection both for Loyalty and banking/EPS at each of their hubs so that hardware dependent complaint calls are addressed within agreed time lines and EDC uptime is safeguarded.

24. If key injection need of Loyalty and banking is fulfilled through EPS software,HSM or through moveable master EDC or any other mechanism the above said activity of physical key injection may not be required.
25. Note, that preparation of EDC with slave application/Keys for loyalty program is one time exercise for its life time. Working keys will be injected/updated through host.Key injection is not warranted in case application is corrupted.However if OS gets corrupted re-injection of Keys is necessary.
26. Vendor should have/arrange for appropriately secured locations for program key injection in to slave terminals and prepare them for installation,if BPCL is able to provide master terminals for key injectionThis will avoid transporting EDCs to software vendor nominated locations..(Program being CUG,security requirements for program key injection may not warrant PCI/DSS compliance,security requirements can be mutually arrived at).
27. EDC service provider can also come up with a solution of their own for master key injection on remote basis to reduce the time in preparing EDCs for first time installation..

2. Installations/De-installations:

1. BPCL will raise new installation, additional installation or de-installation requests either through a web portal or email, indicating necessary details of dealer, ME id, TID etc.
2. Vendor is expected to complete the job as per timelines indicated in the SLA.
3. Scope includes physical loading/porting of Software application(s) of BPCL or BPCL partners on to the EDCs as a part of installation, register and carry out a test transaction.
4. Installation requests will be given by BPCL.
5. New installation, additional installation or de-installations need to be updated/recorded in Loyalty web portal and/or advise BPCL by email once job is done
6. Web portal will be developed by BPCL and a suitable access will be provided to vendor/vendor users.
7. In case vendor has own software,necessary Web services will be shared for integration with BPCL host.Cost of development/integration will be of vendor.
8. Vendor to obtain an acknowledgement from dealer having completed the above activities, such acknowledgement slip to be provided by vendor and produced as and when required by BPCL.
9. Installation & de-installation is not a paid activity. However, any Bulk installation,Roll out of software/software upgradation involving physical visit to Retailoutlet/merchant premisis in a specified timelines will be considered as paid activity. Bulk deinstallations on expiry of contract is not a paid activity.
10. Transaction processing fee-TPF(EDC rentals) will be paid from the date of installation/date of first transaction

11. In case of de-installations, TPF shall be paid till the agreed timelines as per SLA conditions. Collection of EDC at the earliest from specified site is Vendor's responsibility.
12. Connection and configuration of external modem, Wi-Fi, VSAT, Broadband, PSTN or any device for establishing connectivity to be facilitated by Vendor. (Device/equipment and peripherals shall be provided by BPCL dealer)

3. EDC Hardware and software

1. BPCL or its authorised agency will provide necessary software applications from time to time viz. Loyalty, Retail automation, Partner loyalty program application, banking applications/EPS and or any other application not specified here in.
2. Such applications have to be physically loaded or ported and integrated on to the EDCs as a part of installation and carry out a test transaction for first time and or as and when required.
3. Vendor to provide TMS(Terminal management System) from OEM of EDCs for BPCL use for remote pushing of application and or parameters and any other relevant data.
4. Vendor to resolve EDC related complaints as per SLA viz anything related with EDC Hardware / EDC Software / Loyalty Software / Automation software / Banking application/EPS/TML application or any other software which was ported on EDC. (For the purpose of clarity, BPCL software calls scope is limited to co-ordination with BPCL host team/RHQ till resolution of such calls and take action as advised which may involve re-loading of specific application software/necessary key injection as the case may be either physically or remotely. Vendor is not expected to rectify any software except EDC OS and memory related issues).
5. SDKs including EMV Kernel details/licenses to be provided to BPCL or its authorized software developer for writing and modifying solutions/applications for BPCL. Such licenses should be valid throughout the validity period of contract with a condition that upgrades in SDKs including EMV Kernel if any are shared from time to time.
6. Arranging and securing full set of SDKs including EMV Kernel details, licenses from OEM for each make/model of EDC, is part of deliverables.
7. Necessary documentation to the above effect will be executed by BPCL or its authorized software solution provider..
8. Vendor to have or provide/facilitate providing Terminal management system from OEMs of EDC for effective management of Terminals. It should support remote upgrade of software revisions and parameters, if any.
9. TMS installation/Training to BPCL is part of the scope. BPCL will provide necessary infrastructure/Hardware for installation in their premises.
10. In the event, TMS is in place and working satisfactorily, activity of field visit for version upgradation/parameters would cease to exist.

4. Communication Network.

1. Provide a suitable local dial up network for data transfer through digital RAS/digital NAC at select merchant locations where CDMA,GPRS,Broadband and V sat communication modes are not available. (Local telephone charges will be borne by merchant).
2. Communication infrastructure for RAS and NAC to be housed at vendor's/thirdparty premises, BPCL will neither provide any space for the same nor pay any amount for such space.
3. Network support is required for data transfer between EDC and BPCL Data centre for which BPCL shall provide destination public IP and port.
4. Responsibility of establishing connectivity, handshaking and data-exchange as per the application protocol lies with the software vendor and should be facilitated by EDC vendor.
5. No network support is required from Vendor, in case of CDMA/GPRS/V-SAT/Broadband connectivity is made available by merchant/BPCL.
6. 80 to 85% of BPCL network of dealers have been moved to IP based connectivity. PSTN network requirement would be for 15-to 20% of the base.
7. In the event, vendors network facility used by any dealer for less than a calendar month or for a few days,charges will be paid for full month.(mode of connectivity track facility is available with BPCL)
8. Data connectivity facility/provision should be made available on PAN India basis for select merchants to make use of it with reasonable notice of 2 days.
9. All the card transactions including loyalty, Cr/Dr banking transactions would be Online. Estimated number of loyalty transactions will range from 2 – 2.5 Lakhs per day for entire base of 15,000 EDCs.
10. Cr/Dr banking transactions will be routed using PSTN or Internet modes wherein Network connection will be arranged by dealer, These transactions will be routed by EPS or banking application to the respective banks, vendor need not provide any connectivity
11. All the transactions will be PIN authenticated. PIN will be issued and managed by BPCL Host, Data transfer between EDC and HOST will always be encrypted and vendor network should support the same.

5. EDC Complaint call management:

1. A comprehensive complaint management solution for logging EDC related complaints will be provided by BPCL.
2. This solution will be made available on Web portal which acts as a platform for merchant to report EDC breakdowns.
3. Vendor will be given access to the portal for viewing/downloading complaint details and updating call resolution status.

4. In case vendor has own call management system, necessary integrations can be done on his own which BPCL may open a web service /allow on its discretion.
5. Resolution of EDC related calls shall be governed as per the TATs given in the SLA.
6. Vendor can resolve complaints by guiding the merchants over phone and make physical site visits wherever necessary to achieve higher EDC uptime..
7. During the physical visit for call resolution, all the other EDCs installed in the same premises to be inspected for their health and take necessary corrective actions. The same need to be recorded and dealer's signature obtained.
8. Visit charges, spares/peripherals cost if any will not be paid separately, it is included in TPF charges ie EDC rentals.(Hence,vendors may maintain good health of all EDCs inorder to help maintain good uptime and reduced site visits)
9. Vendor to obtain an acknowledgement from dealer having completed the above activities, such acknowledgement slip to be provided by vendor and produced as and when required by BPCL.
10. Provide a trouble-shoot guide on complaints for publishing in the Web portal/ proposed module for dealers/BPCL field officers use. Such trouble shoot guide should be made available in 3 months time from date of commencing operations.
11. EDC hardware/network related complaints have to be analyzed from time to time and take corrective action to prevent their recurrence.
12. The complaint calls may include calls which require the hardware key injection for those EDCs which have EPS.
13. Wherever physical visit to key injection centres,involved visit charges will be paid to the extant of guidelines described in the tender document.

6. Training:

1. Merchant and their nominated staffs have to be suitably trained on every new installation and physical roll out of application.
2. Training includes explaining physical features of the equipment, Navigation of screens, card transaction and Do's & Don'ts etc.
3. A suitable acknowledgement should be obtained from dealer after every such training, for records and submit to BPCL on demand.
4. Vendor should provide TMS software(s) and arrange necessary training to BPCL/BPCL nominated loyalty software service provider,from respective EDC manufacturers.

7. MIS/Reports

1. Daily /monthly /quarterly /Adhoc exception reports and any other reports as envisaged later, covering EDC complaint call management, inventory management and rollouts if any, to be provided to BPCL.

2. Such reports can be mutually designed taking overall monitoring of field services in to account.
3. However any deviations from standard practices, malpractices and frauds to be reported immediately on occurrence.

8. National Rollout(EDC and or software):

1. New EDC Rollout, Application upgrade to be undertaken on PAN India basis once advised by BPCL.
2. BPCL will provide detailed plan / application roll out process 7 days in advance.
3. An advance notice of 20 days will be given for procurement and deployment of EDCs.
4. Requirement will be given in the form of call offs. Minimum size would be 5000 EDCs per call off.
5. Vendor should have infrastructure, manpower, equipment and other resources to implement EDC roll out with keys duly injected as per timelines.
6. Mass Rollout to be undertaken minimum 2000 ROs (irrespective of No. of EDCs per Retail Outlet) in 30 days time from end of notice period.
7. EDCs have to be ported and integrated with all the relevant applications-Loyalty, Retail automation, Credit/Debit multi banking application/EPS,TML application and any other application as provided by BPCL.(Detailed SOPs will be given by BPCL)
8. The EDCs hosted with Credit/Debit multi banking application/EPS have to be injected with keys prior to the rollout .
9. For first time installation under National rollout or regular installation,EDC to be prepared with necessary program key injection/banking key injection.Visit/visits incurred for first time preparation of EDC from Warehouse/Office is not a paid activity.
10. Test/live transactions and settlement need to be carried out using each of the application to mark completion of application upgradation during National rollout of application upgrade.
11. National rollout of equipment or software on bulk basis is a paid activity as stipulated being a time bound activity..
12. Regular Installations are part of monthly rental.No roll out/visit charges will be paid separately.
13. Rollout charges are payable only for bulk and mass rollout activity,if assigned by BPCL.

9. Paper roll supply:

1. Paper Rolls as per specs to be supplied to dealers/merchants on pro active basis as communicated by BPCL.
2. Dealer wise Paper roll allocation data will be communicated by 5th of every month and delivery should be completed in 20 days time from the date of receipt of allocation. In case of delayed allocation communication from BPCL , equivalent grace period will be given to the vendor.

3. Vendor to obtain an acknowledgement from dealer indicating the number of rolls received for records. Such acknowledgement slips to be provided by vendor and produced as and when required by BPCL.
4. Billing will be based on rolls actually supplied.
5. Estimated quantity of Roll requirement would be in the range of 40,000 to 50,000 per month which may vary as per business requirement.
6. A typical Paper roll specifications:
 - a. Type: Thermal
 - b. Thickness: 55gsm
 - c. Roll length:17 meters
 - d. Width:57 mm
 - e. Roll outside:40 mm

SECTION V
SERVICE LEVEL AGREEMENT (SLA)

(To be signed by Vendor and BPCL before commencement of job)

Sr. No.	Activity	Scope of work/Services	Penalty
1.	Installation of EDCs.	<p>Timelines for installation of EDCs from the date of request in Web Portal or email advice:</p> <ol style="list-style-type: none"> 1. <u>10 days for Local Retail Outlets.</u> 2. <u>15 days for outstation Retail outlets & Remote location outlets.</u> <p>Each installation should be followed by a Test/Live transaction and/or settlement.</p> <p>New installation of EDC is not a paid activity. Vendor to check Web portal for installation requests and update the status on regular intervals. Necessary access to the portal will be extended by BPCL without any cost. Connectivity and its performance at user level are in Vendor's scope.</p>	<p>Penalty for delayed completion of Installation beyond TAT(Turn around time) - Rs.100/- per day.</p> <p>No upper cap on total penalty amount</p> <p>No Penalty for BPCL dependent reasons.</p>
2	De-installation	<p>Timelines for de-installation of EDCs from the date of request in Web Portal or email advice:</p> <ol style="list-style-type: none"> 1) <u>5 days for Local Retail outlets.</u> 2) <u>7 days for outstation Retail outlets& Remote location outlets.</u> <p>No. of days calculated from date of request by BPCL.</p> <p>De-installation of EDC is not a paid activity.</p> <p>In case of any exception, the same should be notified to BPCL on a case to case basis for due consideration.</p> <p>Weekly reports on installation & de-installation to be</p>	<p>Monthly Transaction processing fee (TPF)i.e Rentals shall not be paid for de-installed terminals beyond TAT.</p> <p>BPCL dependent reasons if any for non execution of job with in timelines to be duly intimated to BPCL for due consideration of extending TATs. In such cases, Vendor can continue to bill TPF till resolution of issue. Where EDC is not retrievable,</p>

		<p>sent to BPCL HQ.</p>	<p>depreciated cost as on date of de-installation will be considered as a full and final settlement for that equipment and rentals will not be paid / will be adjusted if it is already paid beyond TAT period.</p>
<p>3</p>	<p>EDC Complaint resolution</p>	<p>Complaint calls will be logged by merchants in Web Portal or any other medium in the event of EDC not supporting transactions or breakdown.</p> <p>Service provider to have adequate infrastructure and set up for first call resolution on remote basis before undertaking physical site visit for resolution.</p> <p><u>Timelines for complaint call resolution:</u></p> <p>1) <u>Local retail outlets</u> : 36 hrs</p> <p>2) <u>Outstation Retail outlets</u>: 48 hrs</p> <p>3) <u>Remote location Outlets</u>: 72 hrs</p> <p><u>(for description of ROs,ref narration given at the end of SLA</u></p> <p><u>List of High selling select outstation ROs will be provided by BPCL on Quarterly basis.</u></p> <p>Calls received / logged after 6.00 PM will be considered on next day for TAT computation.</p> <p>Complaint call related to Hardware, software – coordinate/ follow-up with Dealer and BPCL backend team and take necessary action as advised by them including re-loading of specific application in EDC for resolution of S/W call, Loyalty card and Cr/Dr card transactions, Settlements of both Loyalty and banking, Security lock,and Network (exclusive of dealer /BPCL provided network) fall in the scope of service provider.</p> <p>In case of network related calls where network is</p>	<p>Penalty of Rs.100/- per day per terminal beyond TAT for number of days of terminal being down.</p> <p>No upper cap on total penalty amount</p> <p><u>Exceptions :</u></p> <p>All Force majeure conditions like earthquakes, floods, riots, acts of terrorism.</p> <p>BPCL dependent reasons if any for non execution of job to be duly intimated to BPCL within the timelines set for the location for due consideration.</p>

		provided by ME/BPCL resolution should be on best effort basis.	
4	EDC Hardware/Application version roll out	<p>Roll out of new or revised applications(s) where physical visit is involved.</p> <p>Detailed roll out procedure will be given by BPCL prior to taking up the exercise.</p> <p>Following are not paid activities:</p> <ol style="list-style-type: none"> 1) First time deployment of EDC with necessary application by successful bidder. 2) Remote management or porting of application. 	<p>TAT: To cover 2000 RO sites in 30 days (irrespective of no. of EDCs/applications)</p> <p>Penalty: Rs 100/- per site per day beyond TAT.</p> <p>Penalty not applicable for Non-Vendor reasons.</p>
5	Consumable Supplies	<p>Paper Rolls to be supplied on pro active basis as per allocation provided by BPCL HQ. No excess supply unless it is authorized by BPCL</p> <p>Vendor to take enough care with respect to Quality of consumables supplied.</p> <p>All consumables to be billed on the basis of no. of roll supplied.</p> <p>Vendor will not be held responsible for quality problems due to adverse storage /running conditions at dealer's premises.</p> <p>It is a fact that quality of printed charge slip is largely dependent on following conditions: Excessive solvent in atmosphere, humidity exposure to Sun, high temperature/ battery charge level, storage & printing at dealer's premises.</p>	<p>Delivery – Paper Rolls to be delivered in 12 days from date of receipt of allocation file from BPCL.</p> <p>Penalty: Rs 50/- for each incident of delayed delivery.</p> <p>BPCL will conduct random quality control checks on the paper quality and actual delivery to merchants.</p> <p>In case of substandard /poor quality the same should be replaced by Vendor free of cost.</p> <p>Dealer wise Paper roll allocation data will be provided by BPCL before 5th of previous month</p>
6	Inventory Management	<p>Service Provider to maintain a minimum 5% inventory of installed base as a backup/rotatable at each of branch office throughout the contract period.</p> <p>Inventory should include EDC /Battery/power adapter/</p>	<p>Penalty of Rs.1000/- per each of the default in a</p>

		<p>Base and other peripherals.</p> <p>Service provider to declare the compliance on quarterly basis which may be physically verified by BPCL.</p>	quarter per hub location.
7	Insurance of Terminals	Vendor to insure all the installed terminals for perils of fire, theft ,robbery ,Earthquake,floods,damage etc.	Consequences arising out of default would be solely on vendor's account.
8	Lost/Damaged EDCs	For lost EDCs BPCL Dealer / BPCL will lodge a complaint with the police & provide a copy of necessary certificate or FIR to Vendor. Vendor to claim loss value from the insurance company. In case the claim is rejected by Insurance company due to inadmissible reasons, the depreciated cost of equipment shall be billed to BPCL/BPCL dealer. Such bills to be supported by necessary documents/evidence.	
9	Network Uptime applicable for vendor provided network.	<p>Vendor to maintain sufficient redundant links to offer a network uptime of 99.0% on a quarterly basis. However at any point of time the network outage should not exceed more than 2 hours in a day.</p> <p>Such outage excludes all Force majeure conditions like earthquakes, floods, riots, acts of terrorism.</p>	Beyond the downtime of agreed TAT i.e. 1% measured as a summation of individual POP level, there shall be penalty of Rs. 1000/- per hour on quarterly basis . The same needs to be derived from the weekly MIS. (Shared with BPCL) with cumulative quarterly refreshing effect.
10	Network work facility	Vendor to provide network facility on demand..	No rental will be paid for the affected EDC in case network facility is not provided.
11	Security on Vendor network	<p>Wherever vendor provided network facility for data transfer.</p> <p>Data communication between EDC and BPCL host should be secured using minimum 128 bit encryption standard.</p> <p>Vendor to install an Intrusion Prevention System (IPS) at the Vendor Data Centre to prevent data</p>	

		<p>hackers from getting into the network. The Vendor data Centre and Network complies with the AIS security Standards and Compliance of MasterCard/ Visa.</p> <p>Vendor to provide the necessary infrastructure for disaster management to manage the single point of failure and Force majeure conditions like earthquakes, floods, riots, acts of terrorism.</p>	
12	Breach of Security/ Process Violation	<p>In case there is a breach of security or the security process, is not followed and it is proven that the breach is due to Vendor / Vendor associates/ partners then and only in such cases, Vendor shall indemnify BPCL to the extent of loss or consequence that is attributable to this breach. This will be done on case to case basis.</p>	
		<p><u>Narration of Retail Outlets(ROs) for TAT calculation:</u></p> <p>1) <u>Local retail outlets :</u></p> <p>I. ROs in Metros.</p> <p>II. ROs falling in 50 KM radius of the city where Vendor/Vendor's representative has establishment.</p> <p>2) <u>Outstation Retail outlets:</u></p> <p>I. ROs falling in 51 to 250 KM radius of city where Vendor or Vendor's representative has establishment</p> <p>II. Select number of high selling ROs (about 500) falling beyond 250KM radius of city of Vendor or Vendor's representative establishment.</p> <p>3) <u>Remote location Outlets:</u></p> <p>I. ROs situated beyond 250 KM radius of the city where Vendor/Vendor's representative has establishment.</p>	

SECTION VI

PRICE BID

Description of job	Unit of Measurement (UOM)	Quantity for 36 months	Unit Rate(in Rs.)	Service Tax (in %)	Total Amount (in Rs. in Fig.)	Total Amount (in Rs. in Words)
Supply of VeriFone make Bluetooth EDCs(as per Specs) on monthly rent/ fee basis and Field Service Management (10000 EDCs per month).	each	360000	0	0	0	
Supply of Ingenico make Bluetooth EDCs(as per Specs) on monthly rent/fee basis and Field Service Management (5000 EDCs per month).	each	180000	0	0	0	
Charges for visiting key injection centres for getting program/ banking keys injected in EDCs. (To be quoted for a visit)	each	18000	0	0	0	
Network charges for providing suitable local dial up connection as per scope document.(to quote per month/per EDC)	each	108000	0	0	0	
National Roll Out visit charges as per scope document- Local RO visit.	each	6000	0	0	0	
National Roll Out/ visit charges as per scope document- Outstation and Remote RO visit.	each	9000	0	0	0	
Supply of Paper roll to designated Retail outlets as per specs (Approx 20000 Rolls per month)	each	720000	0	0	0	

SECTION VII

Special Terms and conditions for Bidders

1. Earnest Money Deposit (EMD)

- a. Bidder has to submit EMD of 1 lakhs. Registered vendor of BPCL should also submit EMD as mentioned above.
- b. EMD of successful bidder would be converted to security deposit till Performance Bank Guarantee is submitted.
- c. EMD of unsuccessful bidder shall be returned in total after tender finalization.
- d. Non submission of EMD shall lead to disqualification without any prior notice.
- e. No interest is payable on the amount of EMD, so deposited.

2. Performance Bank Guarantee:

Performance Bank Guarantee for Rs.20 lakhs shall be submitted by the successful bidder within 30 days from the date of award of contract The same shall be valid till the entire duration of the contract with an invocation period of six months thereafter.

3. Bill payments:

- a. Payments will be made for the services rendered on actual basis against the bill submission.
- b. Bills should be of tax invoice, duly enclosed with relevant supporting documents.
- c. No retention of money.
- d. Payment will be made in 15 working days from date of submission of bill.
- e. No interest will be paid for delayed payments

4. Submission of Tenders:

- a) The tender document is available on <https://bpclproc.in> and <https://www.bharatpetroleum.in/tender/view-tenders.aspx>
- b) BPCL is not responsible for non submission of the tender document by the bidder for any reasons.
- c) The bidder should ensure that all documents mentioned in the ANNEXURE VIII (Checklist) have to be submitted along with the tender in the same sequential order.
- d) The Integrity Pact document format given in ANNEXURE VI to be duly filled, signed along with witness signatures and uploaded or submitted. Non submission of the same would be rejected.
- e) EMD money should be enclosed in a separate envelope duly super-scribed with tender reference number stating EMD and sent to the following address on or before due date and time of submission of tender response.

Dy General Manager(Strategy & Loyalty)
Bharat Petroleum Corpn Ltd
12th Floor,E-Wing,Maker Towers
Cuffe Parade,Mumbai-400005.

5. Due Date for Submission of Tender :

The due date for the submission of bid **as indicated in the tender schedule**. This is an e-tender, it should be submitted on <https://bpclproc.in>

6. Pre-bid meeting

- a) To clarify the queries of tenders ,if any ,there will be a pre-bid meeting conducted at the following address on the date indicated in the Tender schedule.:

Bharat Petroleum Corporation Ltd.,
12th Floor, E Wing, Maker Towers,
Cuffe Parade, Mumbai 400 005.

- b) Attendees from bidding organizations should bring along authority letters for attending the pre -bid meeting. Maximum of two authorized personnel from each bidder shall be allowed to participate in the pre-bid meeting.
- c) The clarifications to the queries, as sought during pre-bid meeting, shall be posted on <https://bpclproc.in> bidders should check / download the same. It is not BPCL's responsibility to separately inform / intimate each individual bidder.
- d) Bidders should post their queries in advance to sreehariv@bharatpetroleum.in in the below format to enable us to clarify them effectively in the pre-bid meet

Company Name	SI No (numeric)	Page No (numeric)	Section	Question
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7. Validity of offer

The offers submitted by the bidders shall be valid at least for a period of 270 days from the due date for submission of tender. In case of any extensions to the due date, if advised by BPCL, the validity period of 270 days will be counted from the extended due date. For successful bidder, offer shall remain valid till complete execution of the order

8. BID EVALUATION

a) Bid Qualification Criteria

Bids not complying to all the points given under Bid qualification criteria (Ref Section II) shall be summarily rejected & no further technical evaluation of such bids shall be carried out.

b) Technical evaluation

All the Bids qualified/complied under BQC will only be considered for technical evaluation.

In order to assist in the examination, evaluation and comparison of Bids, BPCL may at its discretion may seek clarifications. The clarification shall be given in writing, but no change in the price bid shall be sought, offered or permitted. However, while giving a clarification, a Bidder may offer a higher specification or without any impact on Financial Bid.

BPCL reserves the right to complete the technical evaluation based on the details furnished along with the techno commercial bid, **without seeking any further / additional information.**

- c) Price bids of technically qualified bidders will only be opened and considered for price bid evaluation.
- d) Bids will be evaluated based on the total landed cost quoted by the bidders including taxes , levies and duties to determine lowest quoted bid.(i.e. cost to BPCL)
- e) Price bids should be unconditional; mention of any conditions in price bid will lead to disqualification of the bid..Revision in the prices quoted by the bidder will not be allowed during evaluation..
- f) Tenders will be evaluated based on the prices quoted as per the terms and conditions of tender document.

9. **About Integrity pact:**

The vendor may raise /complaints if any with the Independant External Monitor

The name, address and contact numbers of the nominated Independant External Monitor is as follows:

Shri Shantanu Consul
No 9 MCHS (IAS Officers Colony),
16th Main (IAS officers Colony)
BTM 2nd Stage,
Bangalore- 560076
shananuconsul@gmail.com

SECTION VIII
GENERAL TERMS AND CONDITIONS

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

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40. NOTICES

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 actual after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related Octroi and entry taxes, as the case may be.

6.5. NEW STATUTORY LEVIES:

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

6.6 Variation in Taxes/Duties

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

6.7 Income Tax (Withholding tax)

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

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

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

7. INSPECTION:

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS / GLISPL / IRS / DNV / LRIS / EIL / TATA Projects / PDIL / ULIPL / RITES LTD / ITS IPL as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.

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

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

8. SHIPPING:

8.1 SEA SHIPMENT:

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

The bills of lading should be made out in favour of 'Bharat Petroleum Corporation 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 authorized 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 Licenses, if any required from the American Authorities shall be obtained by the U.S. Suppliers. If need be assistance for obtaining such export licenses would be available from India Supply Mission at Washington.

8.2 AIRSHIPMENT :

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	4

for inspection charges whenever applicable.

9. INDIAN AGENT COMMISSION :

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

10. ORDER AWARD / EVALUATION CRITERIA:

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

11. CONFIRMATION OF ORDER:

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

12. PAYMENT TERMS:

12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for Rs.20 Lakhs.

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 warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEES:

14.1. Vendor will have to provide Performance Bank Guarantee for Rs.20 lakhs. 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. 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 III.

In case, PBG is not provided by the Vendor, 5% 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 III) 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 drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.

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

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

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

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

15.1.8 All delicate surface 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 up to 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 Centers 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 color 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 colored, a dark black stencil paint shall be acceptable. However, where packaging material is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before applying the specific markings.

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

16. DELIVERY:

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering / procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be dispatched 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 dispatch 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 the Vendor.
- 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 270 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 owners premises shall be considered for calculation of price reduction for F.O.R destination contract.

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

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

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

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

21. RISK PURCHASE CLAUSE:

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

22. FORCE MAJEURE CLAUSE:

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

- (a) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
- (b) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;

- (c) epidemic, plague or quarantine;
- (d) air crash, shipwreck, or train wreck;
- (e) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- (f) radioactive contamination or ionizing radiation;

(B) Notice and Reporting:

- (a) The Vendor shall as soon as reasonably practicable after the date of commencement of the event of force Majeure, but in any event no later than two (7) days after such commencement date, notify BPCL in writing of such event of Force Majeure and provide the following information:
 - i. reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
 - ii. 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
 - iii. 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.
- (b) 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:

- (a) 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.

- (b) 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.
- (c) 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:

- (a) 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
- (b) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

(E) Force Majeure Events Exceeding 60 Days

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

23. ARBITRATION CLAUSE :

23.1. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director(Marketing) / Director (HR) / Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.

23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.

- 23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.
- 23.4. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.
- 23.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- 23.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone.

24. INTEGRITY PACT (IP) :

Vendors are requested to sign & return our pre-signed IP document provided as ANNEXURE V. 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.

SECTION IX
LIST OF ENCLOSURES

LIST OF ANNEXURES		
1	Annexure I	EDC specifications
2	Annexure II	Agreement
3	Annexure III	Performance Bank Guarantee Format
4	Annexure IV	Arbitration
5	Annexure V	Non –Disclosure Agreement (NDA)
6	Annexure VI	Integrity Pact
7	Annexure VII	List of Vendor Branch offices/Residence engineer presence
8	Annexure VIII	Checklist

ANNEXURE I

EDC SPECIFICATIONS

Description	Blue Tooth Enabled Verifone EDC	Blue tooth Enabled Ingenico EDC
Make	M/s. Verifone	M/s. Ingenico
Formfactor	Handheld,Portable	Handheld,Portable
Body	Unbreakable under normal operational conditions	Unbreakable under normal operational conditions
Processor	Min ARM-11,Min.32-bit RISC Processor minimum 400 MHz,Speed should be min 400 MIPS,should support multi application scenario.Equipment should not hang in multi application scenario.	Dual Processor architecture: Main Processor: RISC 32-bits ARM9 running at 450 Mips Crypto: Embedded 32-bit RISC. Support Multi Application Scenario.
Memory RAM	Minimum 64 MB or Higher	Minimum 16MB or higher
Memory Flash	Minimum 64 MB or Higher	Minimum 16MB or higher
Communication Mode	Communication between base and handset should be through Bluetooth.Base should support connectivity through Serial port(RS 232),LAN Port,USB and PSTN.At least one USB port should be powered	Communication between base and handset should be through Bluetooth.Base should support connectivity through Serial port(RS 232),LAN Port,USB and PSTN.At least one USB port should be powered
Card Reader	Smart Card (ISO 7816)	Smart Card (ISO 7816)
	Magstrip Card Track 1,2,3,Bi-directional.	Magstrip Card Track 1,2,3,Bi-directional.
	Contactless NFC / RFID.Pay pass,VISA wave certified.(conform to ISO14443 Type A/B, 13.56 MHz)	Contactless NFC / RFID.Pay pass,VISA wave certified.(conform to ISO14443 Type A/B, 13.56 MHz)
Display	Min.128x64 Colour backlit.(desired:240X320 monochrome (min 3.5"screen))	Min.128x64 monochrome backlit.(desired:240X320 monochrome (min 3.5"screen))
Keyboard	Min 12 keys+Function keys with QWERTY Soft on touch Pad	Min 12 keys+Function keys
Thermal Printer	Inbuilt, min 18lps with graphic capability	Inbuilt, min 18lps with graphic capability
Battery	Li-ion,7.2v/ 1800 mAh	Li-ion,2000 mAh,
Line Item Selection	Directly from keys. E.g. selecting line No 2 on display by directly pressing key 2 rather than scrolling down to line No 2 and then pressing enter	Directly from keys. E.g. selecting line No 2 on display by directly pressing key 2 rather than scrolling down to line No 2 and then pressing enter
Operating Temperature	upto 50 ° C	upto 45 ° C
Storage Temperature	upto 55 ° C	upto 55 ° C
Operating Humidity	85% non condensing	85% non condensing

Ruggedness	Protection from Rain, Dust, Liquid, 1.0 m or higher drop safety	Protection from Rain, Dust, Liquid, 1.0 m or higher drop safety
Unique device number	Each device will have a unique terminal ID.	Each device will have a unique terminal ID.
Certification	EDC should meet the current EMV / PCI and other banking norms (e.g. RBI mandate) as prevalent on the date of submission of the bid. E.g. EMV 1 / 2, PCI PED etc. EDC withBluetooth feature should have approval from competent authority- PESO as applicable for use in Petroleum Retail outlets.	EDC should meet the current EMV / PCI and other banking norms (e.g. RBI mandate) as prevalent on the date of submission of the bid. E.g. EMV 1 / 2, PCI PED etc. EDC withBluetooth feature should have approval from competent authority- PESO as applicable for use in Petroleum Retail outlets.
EDC requirement given in the scope document is indicative in nature, BPCL will have right to interchange the models as per business need.		

ANNEXURE II

AGREEMENT

This agreement is made on _____ day of _____.

BETWEEN

M/s. _____, a company incorporated under the Companies Act, 1956 and having its registered Office at _____ carrying on business at _____ hereinafter referred to as “_____”, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, administrators, successors-in-office and assigns) of the **ONE PART**

AND

BHARAT PETROLEUM CORPORATION LIMITED, a Company registered under the Indian Companies Act 1913, having registered office at Bharat Bhavan, Curriumbhoy Road, Ballard Estate, Mumbai 400 001, hereinafter called “**BPCL**”, (which expression shall, where the context so requires or admits of be deemed to include its successors and assigns) of the **OTHER PART**:

M/s. _____ and BPCL shall be individually referred as “Party” and jointly “Parties” here in after.

WHEREAS:

- A. _____ is engaged in inter alia the business of providing transaction processing services.

- B. BPCL is engaged in refining crude oil and marketing petroleum products throughout India. The retail sales of these products are being made through petrol pumps, a large number of which are located at all strategic locations in India.
- C. BPCL is also operating a Loyalty Card Program called “Petro Bonus” wherein subscribers get a Smart Card on which they can deposit any amount of money in advance and thereafter use the Smart Card at BPCL authorised retail outlets for purchase of fuels and lubricants and for shopping at convenience stores situated at such Retail Outlets. BPCL has enrolled Authorised dealers also known as Merchant Establishments (ME’s) to accept Smart card issued to the members of its schemes as well as the schemes formulated by the members of other smart card issuing organizations in order to promote sales of merchandise and services on smart cards.
- D. BPCL wants to use the services of -----for transaction processing of their MEs and Members of their loyalty schemes and _____ has agreed to provide the said services on the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS:

For the purpose of this Agreement, the terms set forth in this Article, when employed in this Agreement either in the singular or plural form, are defined to mean, unless the context otherwise requires, the following:

- a) “Commercial Operation” shall mean setting up of the TERMINAL and making it ready for the Services.
- b) “Confidential Information” shall mean have same meaning as per “Mutual Nondisclosure Agreement” entered on _____
- c) “Effective Date” means _____
- d) “Events” means the force majeure events as mentioned in Clause.
- e) “ME” shall mean Member Establishments enrolled by BPCL that accept smart cards issued by BPCL.
- f) “TERMINAL” shall mean the point of sale device including electronic data capture (EDC) terminals, printers, other peripherals and accessories, and necessary software to run the devices.

- g) "Services" shall mean the services to be provided by _____ to the BPCL as more fully described in Schedule I, herein annexed.
- h) "SLA" shall mean Service Level Agreement mutually agreed by the parties .
- i) "Smart Card "shall mean a plastic card with an embedded microchip that can be loaded with data, used for electronic cash payments, and other applications, and may be periodically refreshed for additional use.
- j) "System down Time" means the time during which the _____ System is not operational.
- k) " _____ System" shall mean all computer Network and other devices deployed by _____ or software, hardware, equipment and other solutions including processes relating to the Services developed by _____ for providing/rendering of the Services.
- l) "BPCL System" shall mean all computers, Network including connectivity between _____ and BPCL System and other devices deployed by BPCL or software, hardware, equipment and other solutions relating to the Services developed by BPCL or their agents for providing/rendering of the Services.
- m) "Transactions" shall mean all transactions made using BPCL smart cards issued by BPCL.

2. OBLIGATION OF BPCL:

In additions to what is slated elsewhere in this Agreement, BPCL shall have the following obligations.

2.1 The BPCL shall make all Net payments within 7 days of receiving the invoice.

2.2 BPCL shall ensure and be responsible for the safety and security of the _____ System/ TERMINAL deployed at BPCL / ME.

2.3 For the loss due to theft/ damage of _____ TERMINALS deployed at the ME location police report/ FIR will be submitted by ME for preferring a claim on insurance.

2.4 BPCL shall not make _____ responsible for any loss / liability due to non-working, malfunctioning or otherwise of BPCL System.

3. OBLIGATION OF _____:

In additions to what is slated elsewhere in this Agreement _____ shall have the following obligations.

- 3.1 _____ shall ensure that at all times all services mentioned in the SLA are met.
- 3.2 _____ shall be responsible for commissioning and maintenance of _____ system in good working order at the ME location as also the requisite number of staff is trained to enable them to handle such _____ System.
- 3.3 _____ shall be responsible for any loss / liability due to non-working, malfunctioning or otherwise of _____ System due to any reason whatsoever. Also _____ shall be responsible for not taking adequate steps in the control and responsibility to restrict loss on the basis of reports generated and SLA entered.

4. JOINT OBLIGATIONS:

In additions to what is slated elsewhere in this Agreement both parties shall have the following joint obligation.

- 4.1 The parties agree and undertake to fully co-operate with each other and to do all acts, deeds and things as also to execute such further and other papers and documents as may be reasonably required to implement and give effect to this Agreement.
- 4.2 With a view to co-ordinate all the activities contemplated under this Agreement, both the parties shall nominate one point contact in their respective organization.

5. CONSIDERATION :

- 5.1 BPCL agrees to pay _____ the fee and charges for the Services rendered / System deployed at ME locations as per rates mentioned in Schedule I, herein annexed.

5.2 No interest will be paid on any overdue invoices.

6. INDEMNITY :

6.1 Each of the parties hereto agree to indemnify and to keep indemnified the other (the suffering party) and its directors, employees and agents against all loss, damage, liability, action, suits, proceedings, claims and demands of any nature whatsoever and all other consequences of every nature whatsoever arising out of or as a result of any negligence, breach or non-performance of any of its obligations or duties including frauds committed by its employees or its authorized representatives under this Agreement and including costs, charges and expenses which the suffering party and its directors, employees and agents may suffer, incur and bear to defend in connection with resisting or defending any legal action or proceedings.

7. OWNERSHIP:

Ownership of the entire _____ System, TERMINAL, including all hardware and software to the extent developed by _____ shall belong and remain with _____ and BPCL shall not have any right, title or interest over the same during the normal course of performance.

In the event of termination of contract by _____ for any reason whatsoever, BPCL shall have the right or interest to keep the _____ system operational in their ME locations for the continuance of the Loyalty programme till such time BPCL is able to source the services from a competent service provider or develop the competence in-house.

8. SECRECY / CONFIDENTIAL INFORMATION

This would be governed by Mutual Nondisclosure Agreement dated _____ and on same terms after expiry of the above agreement till the expiry of this agreement.

9. PUBLIC ANNOUNCEMENTS

_____ shall not make any announcement or issue any advertisement or circular relating to the BPCL Loyalty programme or this Agreement without the prior written consent of BPCL which shall not be unreasonably withheld.

10. TERM

10.1 This agreement shall be valid for a period of one year from the effective date hereof. Thereafter this Agreement will continue till either party determines this Agreement by giving a notice of not less than three months to the other. Such notice need not assign any reason.

10.2 Both the parties agree that they shall not terminate this agreement during the term of this agreement, except under the circumstances mentioned in clause 11.

11. TERMINATION :

This agreement shall stand terminated upon the occurrence of any of the following events and thereupon BPCL shall not be under any obligation to compensate M/s. _____

11.1 The parties agreeing that this Agreement will terminate in its entirety at the option of either party if:

11.1.1 The other party commits or permits any material breach of its obligations under this Agreement and fails to take all necessary actions to remedy such breach within Ninety days from the service of any written notice by the party complaining of such breach:

11.1.2 If the other party goes into voluntary liquidation (otherwise than for the purpose of reconstruction and amalgamation) or if the Court order its compulsory liquidation or if the other party enters into any composition or arrangement with its creditors, or if any receiver or liquidator is appointed for the assets of the other party.

11.1.3 If any Force Majeure situation affecting the performance of the obligation of the other party continues beyond six months.

11.2 Notice of 90 days given by BPCL to _____ in the case of failure to perform deliverables as specified under SLA for a continuous period of 30 days and such default is not remedied within 30 days of BPCL giving a notice to rectify the same.

11.3 BPCL may terminate this agreement by giving a minimum of 90 days notice of its intention to terminate upon the occurrence of the following :

11.3.1 If new technology is available to run the Petro Bonus programme in a more efficient and cost effective manner and _____ is not in a position to adopt this technology and provide services at competitive and mutually agreeable rate.

11.3.2 BPCL terminates the Petro Bonus Programme.

11.4 Even after the termination of this Agreement the parties shall fully co-operate with each other and provide or provide access to such information, data or documents as may be reasonably required in connection with preparation, accounts, filing of any returns under any taxing statues, responding to or resisting any claim demand or action or any notice or inquiry from any taxing or other authority or auditor or judicial/quasi-judicial authorities or arbitrators.

12. MISCELLANEOUS

12.1 **Assignment:** Both the parties shall have the right to transfer and assign any of its rights and obligations under this agreement to any parent, subsidiary or associate company. _____ shall also be entitled to assign the receivables under this Agreement to any party it desires in its sole discretion. Save and except as mentioned above, neither party can assign this agreement without prior written consent of the other.

12.2 **Notices:** All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent by facsimile or by registered mail with acknowledgement due, to the following addresses:

BPCL CRFQ No : 1000247789

To :

Name :

Designation :

Address :

Tele no. :

Fax no. :

Email :

To : Bharat Petroleum Corporation Limited

Designation :

Name :

Address : 12E, Maker Towers, Cuffe Parade, Mumbai 400005

Tele No :

Fax No :

Email :

And in the event of a change of such address or facsimile number or e-mail address, as last notified by the Party effecting such change to the other.

12.3 **Entire Agreement:** This Agreement along with the Schedules contains the entire agreement between the parties hereto respecting the subject matter hereof and may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by duly authorized officers or representatives of each of the parties hereto.

12.4 **Headings:** The headings of the articles and other Sub-divisions of the Agreement have been inserted for convenience of reference only and shall not be deemed to constitute a part hereof nor shall the same effect the interpretation of any part of the Agreement.

- 12.5 **No Waiver:** Any failure, neglect or omission of either party at any time to enforce any of the provisions of this Agreement shall not in any way affect such party's full rights to require such performance at any time thereafter, nor shall the waiver of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself, and this Agreement shall, in all respects remain valid and the right of such party to enforce each and every provision strictly shall remain unaffected.
- 12.6 **Severability:** If there is any conflict between a provision of this Agreement and any present or future law or regulation, the provision of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of the law or regulation, and the remaining provisions shall remain in effect.
- 12.7 **Relationship:** This Agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind other than a contractor team arrangement, and the rights and obligations of the parties shall be only those expressly set forth herein. The parties shall be deemed to be independent contractors and the employees of one shall not be deemed to be the employees of the other. Neither party shall have authority to bind the other except to the extent authorized herein.
- 12.8 Each party shall, at all times, (a) strictly comply with all applicable laws, rules, regulations and Government orders, now or hereafter in effect, relating to its performance of this Agreement, (b) pay all fees and other charges required by such laws, rules and regulations and orders and (c) maintain in full force and effect all licenses, permits, authorization, registration and qualifications or take approval / permissions from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder.
- 12.9 **Laws:** This agreement shall be governed by the Laws of India.

13. TAXES

All government taxes/levies like Service Tax etc. as applicable will be borne by BPCL. BPCL shall also be responsible for all additional taxes, duties, levies, imposts and other governmental charges imposed by reason of any changes in the applicable tax rules and requirements with respect to the Services pursuant to this agreement.

14. FORCE MAJEURE

If at any time during the term of this agreement the performance of any obligation of either party in whole or in part under this Agreement (other than the making of a payment) is prevented or delayed due to Force Majeure circumstances such as war, revolution, riot, act of public enemy, terrorism, sabotage, epidemic, quarantine restrictions, accident, fire, flood, tempest, earthquake, server breakdown, civil commotion, governmental action or inaction (including without limitation, action under export or import control regulation and delay in obtaining customs clearance or other permits or authorizations) or other causes which are entirely beyond the control of the party (hereinafter referred as 'Events') neither party shall be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, provided notice of the happening of any such Events are given by the concerned party to the other within 45 days from the date of occurrence thereof and shall be resumed by such party as soon as practicable after such Events have come to an end or ceased to exist. Provided that if the performance in whole or part of any obligations under this agreement is prevented or delayed by reason of any such events for a period exceeding ninety (90) days, the parties shall jointly discuss the feasibility of a rescheduling of performance. If either of the parties shall jointly cannot with reasonable diligence be expected to continue performance, such party may at its option elect to terminate this agreement or such part thereof as can be severed without affecting the performance of the remaining portion.

15. DISPUTE RESOLUTION

- 15.1 Any dispute or difference of any nature whatsoever, any claim, cross-claim, claim or set off BPCL, against others or any other or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement or any difference or dispute arising, howsoever in connection with the interpretation or implementation of the terms of this agreement or purported termination of this agreement, the parties shall attempt in the first instance to resolve such dispute by friendly consultations.
- 15.2 If such dispute is not resolved through friendly consultations within 15 (fifteen) days after commencement of discussions or such longer period as the parties agree to in writing, then either of the party may refer the dispute for resolution by Arbitration to the Sole arbitration of Director (Marketing), BPCL or to some officer of BPCL who may be nominated by the said Director (Marketing).
- 15.3 In the event, the Arbitrator being unable or refusing to act for any reason whatsoever, the Director (Marketing), BPCL shall designate another officer of BPCL to act as an Sole Arbitrator in accordance with the terms of this Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 15.4 The law applicable to such proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.

- 15.5 The language of the proceedings will be in English and the place of arbitration shall be Mumbai and any award made whether interim or final, shall be deemed for all purposes between the parties to be made in Mumbai.
- 15.6 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 in the concerned courts in the city of Mumbai alone.
- 15.7 Each party shall clear its costs of such Arbitration. When any dispute is under Arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement to the extent practicable.
- 15.8 This agreement shall be governed exclusively by the Laws of India.

16. JURISDICTION

Subject to the provisions of the preceding clause for reference to arbitration, the civil courts at Mumbai alone shall have exclusive jurisdiction to deal with all matters arising out of or relating to this Agreement.

17. COUNTERPARTS

This Agreement may be executed in two counterparts one to be retained by each party, both of whom taken together shall constitute one and the same agreement.

18. SURVIVAL OF CERTAIN PROVISIONS

The provisions of clauses (Indemnity), (Confidential Information), (Notice), (Dispute Resolution), (Jurisdiction), and (Specific performance) shall survive this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day month and date first above written.

SIGNED AND DELIVERED BY :

For M/s.

Name :

Designation :

Date : _____ Place : Mumbai

In the presence of

SIGNED AND DELIVERED BY

For **BHARAT PETROLEUM CORPORATION LIMITED**

Name :

Designation :

Date : _____ Place : Mumbai

In the presence of

ANNEXURE III

On Rs. 100/- Stamp Paper

BANK GUARANTEE

1. In consideration of Bharat Petroleum Corporation Limited having its registered office at Bharat Bhavan 4&6 Currimbhoy Road, Ballard Estate, Mumbai 400001 (hereinafter called "BPCL") having entered into a _____ Agreement dated _____ (hereinafter called "contract", which expression shall include all the amendments agreed to between BPCL and EDC and Field Service Manager, thereto) with M/s _____ having its registered Office at _____ (hereinafter referred to as "EDC and Field Service Manager", which expression unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) appointing him as EDC and Field Service Manager and EDC and Field Service Manager shall furnish to BPCL a bank guarantee (hereinafter referred to as "Guarantee") towards its obligations as provided in the Contract for in Indian Rupees for the performance of its obligations under the Contract.
2. We _____ (name of Bank) (hereinafter referred to as "Bank" which expression unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) having its registered office at _____ do hereby guarantee and undertake to pay immediately on the first demand in writing and any / all money(s) to the extent of Indian Rs. _____ (in figures) and (Indian Rupees _____ in words) without any demur, reservation, contest or protest and / or without any reference to the EDC and Field Service Manager. Any such demand made by BPCL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator, Sole Expert, Conciliator or any other authority and /or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BPCL in writing. This guarantees shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the host manager and shall remain valid, binding, and operative against the Bank.
3. The Bank also agree that BPCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the

..... EDC and Field Manager and not withstanding any security or other guarantee that BPCL may have in relation to the EDC and Field Manager's liabilities.

4. The Bank further agrees that BPCL shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said EDC and Field Manager from time to time or to **EDC pone**? ----- for any time or from time to time exercise of any of the powers vested in BPCL against the said EDC and Field Manager and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said EDC and Field Manager or for any forbearance act or omission on the part of the BPCL or any indulgence by BPCL to the said EDC and Field Manager or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agree that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and all dues of BPCL under or by virtue of this Service Contract have been fully paid and its claim satisfied or discharged or till BPCL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged or by any change in our constitution, in the constitution of Contract or that of the EDC and Field Manager.
7. The Bank confirms that this Guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian courts at India.
9. Notwithstanding any thing contained hereinabove, our liabilities under this Guarantee is limited to Indian Rupees..... (in figures) Indian Rupees..... (in words) and our guarantee shall remain in force upto and including six (6) months after the expiry date / extended date. Any claim under this Guarantee must be received before the expiry of six (6) months or before the expiry of six (6) months from the extended date, if any. If no such claim has been received by us within six (6) months after the said date/extended date BPCL's right under this will cease. However, if such a claim has been received by us within and up to six (6) months after the said date/extended date, all BPCL's rights under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness "hereof, the Bank through its authorized officers has set its hand and stamp on this day of ----- at.

The seal of.....was hereto duly affixed bythis day of.....200 in accordance with its bye-laws and this guarantee was duly

signed by and as signed by.....andas required by the
said bye-laws.

ANNEXURE IV

ARBITRATION

(a) Any dispute or difference of any nature whatsoever any claim, Gross-claim, or set off the Corporation against the Vendor of regarding any right, liability, act, omission or account of any of the parties hereto arising out or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Corporation or to an Officer of the Corporation who may be nominated by the Director (Marketing). The Vendor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the Corporation or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Corporation he had expressed views on all or any other matters in dispute or difference. In the event of arbitrator to whom the matter is originally referred being transferred or vacating his office for being unable to act for any reason, the Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of the Corporation if the Director (Marketing) does not designate another persons to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from than the Director (Marketing) or a person nominated by such Director (Marketing) of the Corporation as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act. 1940 or any statutory modification or reenactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceeding under this clause.

(b) The shall be in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the sole Arbitrator shall be a writing under his own hands appoint. The parties here to shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to herein above and shall not be entitled to raise any objection or protest there to under any circumstances whatsoever.

(c) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may thin fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take

such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration Act. 1940, including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

(d) The parties against whom the arbitration proceedings have been initiated, that is to say, Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such Counter-claim or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matter arising therefore has been referred to him originally and deemed to form part of the reference made by the Director (Marketing).

(e) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineer or other technical person to assist him, and to act by the opinion so taken.

(f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.

(g) The arbitrator shall be entitled to direct any of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so

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

NON DISCLOSURE AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into on this the(date of execution) by and between

Bharat Petroleum Corporation Ltd., ("**BPCL**"), a company incorporated under the Companies Act, 1913 and having its Registered office at Bharat Bhavan, Ballard Estate, Mumbai, (which expression shall unless repugnant to the context thereof mean and include its successors and assigns);

AND

M/s XXXXXXX Pvt. Ltd., ("**XXXXX**"), a company incorporated under the provision of the companies act 1956 and having its Registered office at, (which expression shall unless repugnant to the context thereof mean and include its successors and assigns);

RECITALS:

WHEREAS BPCL and **XXXXXXXX** (hereinafter individually referred to as the "party" or collectively as the "Parties") have entered into an agreement dated (hereinafter referred to as Said Agreement) for managing the Loyalty Card Program called "PetroBonus" & "SmartFleet" of Bharat Petroleum.

WHEREAS, each party has agreed that, subject to the terms and conditions of this Agreement, it will maintain in confidence any and all such confidential and proprietary information of the other as may be disclosed to it by the other during the term hereof; and will not, either directly or indirectly, on its behalf or on behalf of others, solicit for employment or hire, or attempt to solicit for employment or hire, any employee of the other party.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The Parties agree to execute this Agreement and be bound by the terms and conditions hereof as a precondition to the proposed negotiations and discussions between the Parties in relation to the Purpose.

DEFINITIONS

2. In this Agreement, the following terms shall have the meaning ascribed thereto as given below:

- (a) **"Confidential Information"** shall mean all information, know-how, ideas, designs, documents, concepts, technology, manufacturing processes, industrial, marketing, commercial knowledge, and other materials of a confidential nature and includes but is not limited to, information of a commercial, technical or financial nature which contains amongst other matters, trade secrets, know-how, patent and ancillary information and other proprietary or confidential information, regardless of form, format, media including without limitation written or oral, and also includes those communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site or place including without limitation:
- i) research, development or technical information, confidential and proprietary information on products, intellectual property rights;
 - ii) business plans, operations or systems, financial and trading positions;
 - iii) details of customers, suppliers, debtors or creditors;
 - iv) information relating to the officers, directors or employees of the Disclosing Party and its Related Corporations;
 - v) marketing information, brochures, printed matter, rates and rate tables;
 - vi) details of the Disclosing Party's telecommunication network.
 - vii) formulae, patterns, compilations, programmes, devices, methods, techniques, or processes, that derive independent economic value, actual or potential, from not being generally known to the public,
 - viii) all agreements and contracts
 - ix) all documents relating to litigations and disputes.
- (b) **"Related Corporation"** means a company which is the holding company or subsidiary of either Party or a company which shares a common holding company with either Party. The words "holding company" and "subsidiary" shall have the same meanings as given to them in the Companies Act, 1956.

SCOPE

3. Except as otherwise provided in this Agreement, the Receiving Party shall keep confidential all Confidential Information of the Disclosing Party which:
- (a) is disclosed, communicated or delivered to the Receiving Party in furtherance to the Purpose for which the Parties are entering into negotiations/discussions;
 - (b) comes to the Receiving Party's knowledge or into the Receiving Party's possession in connection with negotiations/discussions towards the Purpose.

irrespective whether such Confidential Information is received before or after the date of this Agreement.

OBLIGATIONS OF PARTIES:

Except as otherwise provided in this Agreement, neither Party shall disclose to any other person the status, terms, conditions or other facts concerning the negotiations/discussions as contemplated between the Parties in terms hereof.

4. The Receiving Party shall not use or copy the Confidential Information of the Disclosing Party except in connection with the Purpose and as both Parties may agree in writing from time to time.
5. In the event of the Receiving Party visiting any of the facilities of the Disclosing Party, the Receiving Party undertakes that any further Confidential Information which may come to its knowledge as a result of any such visit and any Confidential Information relating to plant and equipment which may be seen at such facilities, the methods of operation thereof and the various applications thereof shall be kept strictly confidential and that any such Confidential Information will not be divulged to any third party and will not be made use of in any way, (whether for its benefit or that of any third party) except in connection with the Receiving Party's negotiations with the Disclosing Party in terms hereof.
6. Except as otherwise provided in this Agreement, the Receiving Party shall not disclose or communicate, cause to be disclosed or communicated or otherwise make available Confidential Information to any third party other than:
 - (a) the Receiving Party's directors, officers, employees, or representatives to whom disclosure is necessary for the purpose of negotiations/discussions;
 - (b) the Receiving Party's professional adviser only to the extent necessary for that adviser to advise or protect the rights of the Receiving Party under this Agreement;
 - (c) the Receiving Party's appointed financial adviser or appointed banker only to extent necessary for the financial adviser or appointed banker to provide financial advice and/or financial services to the Receiving Party.

(each an "Authorised Person", and collectively, the "Authorised Persons").

7. The Receiving Party hereby agrees to advise the Authorised Person(s) that they are obligated to protect the Disclosing Party's Confidential Information in a manner consistent with this Agreement. The Receiving Party may disclose some or all of the Confidential Information to the Authorised Person(s) provided that prior to such disclosure, the Receiving Party shall obtain and provide to the Disclosing Party a written undertaking in favour of the Disclosing Party from the Authorised Person(s) to comply with the terms of this Agreement as if the Authorised Person(s) is a party hereto. In any event, the Receiving Party shall remain liable for any disclosure by the Authorised Person(s) to any other person.
8. A Receiving Party may disclose Confidential Information to a Related Corporation to the extent necessary to adopt and implement the Purpose or any part thereof, subject to the Related Corporation under-taking to comply with obligations equivalent to those of a Receiving Party, as contained in this Agreement.

PUBLIC ANNOUNCEMENTS

9. Save as provided in this Agreement, no news releases, public announcements or any other form of publicity concerning this Agreement or the terms of this Agreement shall be conducted or released by either Party without the prior written consent of the other Party.

EXCLUSION

10. The Receiving Party's obligations hereunder, shall not apply to Confidential Information if the same is:
 - (a) in or enters the public domain, other than by breach by the Receiving Party or any of its Authorised Person(s) or
 - (b) known to the Receiving Party on a non-confidential basis prior to disclosure under this Agreement, at the time of first receipt, or thereafter becomes known to the Receiving Party or any of its Authorised Person(s) without similar restrictions from a source other than the Disclosing Party, as evidenced by written records, or
 - (c) is or has been developed independently by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information.

MODE OF DISCLOSURE

12. Except as otherwise provided in this Agreement, a Receiving Party may not disclose the Confidential Information of the Disclosing Party except in the following circumstances:

- (a) the disclosure is authorised in writing by the Disclosing Party to the extent as so authorized;
 - (b) the disclosure is made pursuant to a directive or order of a Government entity or statutory authority or any Judicial or governmental agency provided however that the Receiving Party shall promptly notify the Disclosing Party so as to enable the Disclosing Party to seek a protective order or other appropriate remedy;
 - (c) the disclosure is made pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law.
13. The Receiving Party shall inform in writing, the Disclosing Party, of any disclosures made to third parties under Clause 12 b, prior to any such disclosure.
14. A Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.
15. Confidential Information provided by one Party to the other Party is provided for the benefit of that Party only and shall be used solely for the purposes for which it was disclosed.

INJUNCTIVE RELIEF

16. Each Party acknowledges that a breach of this Agreement by one Party may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, a Party may seek injunctive relief against such a breach or threatened breach.

RETURN OF CONFIDENTIAL INFORMATION

17. Unless agreed to otherwise between the Parties, all written Confidential Information or any part thereof or copies thereof (including, without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials prepared by the Receiving

Party or on its behalf which reflect or are prepared from any of the Confidential Information provided by the Disclosing Party shall be returned to the Disclosing Party or destroyed by the Receiving Party, when requested by the Disclosing Party at any time, or when the Receiving Party's need for such information has ended or when this Agreement expires or is terminated, whichever is earlier provided however, the Receiving Party and/or its Authorised Persons shall retain such portions of Confidential Information as are mandatorily required for the purpose of compliance with applicable laws and regulations. In the event of destruction, the Receiving Party shall certify in writing to the Disclosing Party within thirty (30) days that such destruction has been accomplished. The Receiving Party shall make no further use of such Confidential Information nor retain such Confidential Information in any form whatsoever.

TERM AND TERMINATION

18. This Agreement shall be effective and binding from the date of execution and will continue until and unless terminated in accordance with clause 19 herein.
19. This Agreement shall terminate upon the occurrence of the earlier of the following events:
 - (a) the execution of binding arrangements between the Parties in pursuance of the Purpose;
 - (b) by written agreement between the Parties;
 - (c) when either Party notifies the other in writing electing to discontinue the negotiations and discussions in respect of the purpose;
20. Notwithstanding the termination of this Agreement, the obligation to maintain confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall continue for a period terminating on the later to occur of:
 - a) 2 years from the date of termination of this Agreement;
 - b) 3 years from the date on which the Confidential Information is disclosed.

MISCELLANEOUS

21. Nothing contained in this Agreement shall be deemed to grant to the Receiving Party either directly or by implication, any right, by license or otherwise, under any patent(s), patent

applications, copyrights or other intellectual property rights with respect to any Confidential Information of the Disclosing Party nor shall this Agreement grant either Party any rights whatsoever in or to the other Party's Confidential Information, except the limited right to use and review the Confidential Information as necessary to explore and carry out the proposed Purpose between the Parties.

22. Nothing contained in this Agreement shall be construed as:
- a) requiring the Disclosing Party to disclose to the Receiving Party any particular information;
 - b) creating any warranties of any kind in connection with any particular information;
 - c) soliciting any business or business changes or incurring any obligations of any kind not specified herein.

Notwithstanding anything contained in this Agreement, the Receiving Party agrees to indemnify the Disclosing Party for any loss or damage suffered due to any breach by it of its obligations under this Agreement. Damages shall include all costs, expenses and attorney's fees incurred by the Disclosing Party in the enforcement of this Agreement

23. This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressed set forth herein. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose whatsoever and no Party shall have any authority to bind the other Party.
24. This Agreement contains the entire understanding between the Parties with respect to the safeguarding of said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the Parties.
25. The rights, powers and remedies provided in this Agreement are cumulative and do not exclude the rights or remedies provided by law and equity independently of this Agreement.
26. This Agreement shall be governed and construed in all respects in accordance with the laws of India.

27. It is irrevocably agreed that the Courts at Mumbai shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement shall be brought in such Court and that the Parties hereby submit to the exclusive Jurisdiction of such Court.

Each representative of the Parties executing this Agreement represents that he/she has the authority to enter into this Agreement and caused it to be effective as of the date first written above.

IN WITNESS WHEREOF THIS AGREEMENT was entered into the day and year first above written.

SIGNED for and on behalf of

SIGNED for and on behalf of

M/s Bharat Petroleum Corporation Limited

M/s .

Name:

Name:

Title:

Title:

WITNESSES

1.

2.

INTEGRITY PACT (IP)

BIDDERS ARE REQUESTED TO SEND THE DULY SIGNED/STAMPED INTEGRITY PACT (ALONG WITH SIGNATURES OF TWO WITNESSES) IN ORIGINAL IN THE EMD ENVELOPE.

INTEGRITY PACT

Between

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

And

The vendor whose authorized signatory has digitally signed this pact hereinafter referred to as "The Bidder/Contractor/Supplier"

Preamble

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

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

Section 1 - Commitments of the Principal

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

- (a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

- (b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor/Supplier

- (1) The Bidder / Contractor/Supplier commit 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

- 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 (Criminal charges) 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 /Monitors (to be decided by the chairperson of Principal)

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact.
The principal has nominated _____and _____as external independent Monitor(s) for the purpose of administrations of 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 MUMBAI

Witness 1 :
(Signature/Name/Address)

Date.....

Witness 2 :
(Signature/Name/Address)

ANNEXURE-VII

Tentative List of BPCL desired vendors branch office locations:

Rank	City	State/Territory	Rank	City	State/Territory
1	Anantapur	Andhra Pradesh	101	Nagpur	Maharashtra
2	Guntur	Andhra Pradesh	102	Nashik	Maharashtra
3	Hyderabad	Andhra Pradesh	103	Navi Mumbai	Maharashtra
4	Kadapa	Andhra Pradesh	104	Pune	Maharashtra
5	Kakinada/Rajahmundry	Andhra Pradesh	105	Solapur	Maharashtra
6	Karimnagar	Andhra Pradesh	106	Thane	Maharashtra
7	Kurnool	Andhra Pradesh	107	Imphal	Manipur
8	Nellore	Andhra Pradesh	108	Aizawl	Mizoram
9	Nizamabad	Andhra Pradesh	109	Bhubaneswar	Orissa
10	Ramagundam	Andhra Pradesh	110	Brahmapur	Orissa
11	Tirupati	Andhra Pradesh	111	Cuttack	Orissa
12	Vijayawada	Andhra Pradesh	112	Rourkela	Orissa
13	Visakhapatnam	Andhra Pradesh	113	Ozhukarai	Puducherry
14	Srikakulam	Andhra Pradesh	114	Puducherry	Puducherry
15	Warangal	Andhra Pradesh	115	Amritsar	Punjab
16	Guwahati	Assam	116	Bathinda	Punjab
17	Arrah	Bihar	117	Barnala	Punjab
18	Begusarai	Bihar	118	Dausya	Punjab
19	Bhagalpur	Bihar	119	Jalandhar	Punjab
20	Bihar Sharif	Bihar	120	Ludhiana	Punjab
21	Darbhanga	Bihar	121	Patiala	Punjab
22	Gaya	Bihar	122	Alwar	Rajasthan
23	Katihar	Bihar	123	Ajmer	Rajasthan
24	Muzaffarpur	Bihar	124	Banswara	Rajasthan
25	Patna	Bihar	125	Bharatpur	Rajasthan
26	Purnia	Bihar	126	Bhilwara	Rajasthan
27	Chandigarh	Chandigarh	127	Bikaner	Rajasthan
28	Bhilai	Chhattisgarh	128	Churu	Rajasthan
29	Bilaspur	Chhattisgarh	129	Jaipur	Rajasthan
30	Durg	Chhattisgarh	130	Jodhpur	Rajasthan
31	Korba	Chhattisgarh	131	Kota	Rajasthan

32	Raipur	Chhattisgarh	132	Sikar	Rajasthan
33	Delhi	Delhi	133	Sirohi	Rajasthan
34	Karawal Nagar	Delhi	134	Udaipur	Rajasthan
35	Kirari Suleman Nagar	Delhi	135	Ambattur	Tamil Nadu
36	New Delhi	Delhi	136	Avadi	Tamil Nadu
37	Ahmedabad	Gujarat	137	Chennai	Tamil Nadu
38	Anand	Gujarat	138	Coimbatore	Tamil Nadu
39	Bhavnagar	Gujarat	139	HOSUR	Tamil Nadu
40	Bhuj	Gujarat	140	Karur	Tamil Nadu
41	Jamnagar	Gujarat	141	Madurai	Tamil Nadu
42	Rajkot	Gujarat	142	Nagercoil	Tamil Nadu
43	Surat	Gujarat	143	Salem	Tamil Nadu
44	Vadodara	Gujarat	144	Thanjavur	Tamil Nadu
45	Ambala	Haryana	145	Thoothukudi	Tamil Nadu
46	Dharuhera	Haryana	146	Tiruchirappalli	Tamil Nadu
47	Faridabad	Haryana	147	Tirunelveli	Tamil Nadu
48	Gurgaon	Haryana	148	Tirupur	Tamil Nadu
49	Hissar	Haryana	149	Tiruvottiyur	Tamil Nadu
50	Karnal	Haryana	150	Vellore	Tamil Nadu
51	Panipat	Haryana	151	Agartala	Tripura
52	Panchkula	Haryana	152	Agra	Uttar Pradesh
53	Rewari	Haryana	153	Aligarh	Uttar Pradesh
54	Rohtak	Haryana	154	Allahabad	Uttar Pradesh
55	Sonipat	Haryana	155	Bareilly	Uttar Pradesh
56	Jammu	Jammu and Kashmir	156	Ballia	Uttar Pradesh
57	Srinagar	Jammu and Kashmir	157	Bulandshahr	Uttar Pradesh
58	Bokaro	Jharkhand	158	Etawah	Uttar Pradesh
59	Dhanbad	Jharkhand	159	Farrukhabad	Uttar Pradesh
60	Jamshedpur	Jharkhand	160	Faizabad	Uttar Pradesh
61	Mango	Jharkhand	161	Firozabad	Uttar Pradesh
62	Ranchi	Jharkhand	162	Ghaziabad	Uttar Pradesh
63	Bangalore	Karnataka	163	Gorakhpur	Uttar Pradesh
64	Belgaum	Karnataka	164	Hapur	Uttar Pradesh
65	Bellary	Karnataka	165	Jhansi	Uttar Pradesh
66	Bijapur	Karnataka	166	Kanpur	Uttar Pradesh
67	Davanagere	Karnataka	167	Loni	Uttar Pradesh

68	Gulbarga	Karnataka	168	Lucknow	Uttar Pradesh
69	Hassan	Karnataka	169	Mathura	Uttar Pradesh
70	Hubballi-Dharwad	Karnataka	170	Mau	Uttar Pradesh
71	Mangalore	Karnataka	171	Meerut	Uttar Pradesh
72	Mysore	Karnataka	172	Mirzapur	Uttar Pradesh
73	Raichur	Karnataka	173	Moradabad	Uttar Pradesh
74	Shimoga	Karnataka	174	Muzaffarnagar	Uttar Pradesh
75	Tumkur	Karnataka	175	Noida	Uttar Pradesh
76	ALAPPUZHA	Kerala	176	Rampur	Uttar Pradesh
77	Kannur	Kerala	177	Saharanpur	Uttar Pradesh
78	Kochi (Cochin)	Kerala	178	Shahjahanpur	Uttar Pradesh
79	Kollam (Quilon)	Kerala	179	Varanasi	Uttar Pradesh
80	KOTTAYAM	Kerala	180	Dehradun	Uttarakhand
81	Kozhikode (Calicut)	Kerala	181	Haridwar	Uttarakhand
82	Palakkad	Kerala	182	Asansol	West Bengal
83	Thrissur	Kerala	183	Bally	West Bengal
84	Trivandrum	Kerala	184	Baranagar	West Bengal
85	Bhopal	Madhya Pradesh	185	Barasat	West Bengal
86	Gwalior	Madhya Pradesh	186	Bardhaman	West Bengal
87	Indore	Madhya Pradesh	187	Bhatpara	West Bengal
88	Jabalpur	Madhya Pradesh	188	Durgapur	West Bengal
89	Ratlam	Madhya Pradesh	189	Gopalpur	West Bengal
90	Satna	Madhya Pradesh	190	Howrah	West Bengal
91	Ahmednagar	Maharashtra	191	Kamarhati	West Bengal
92	Akola	Maharashtra	192	Kolkata	West Bengal
93	Amravati	Maharashtra	193	Kulti	West Bengal
94	Aurangabad	Maharashtra	194	Maheshtala	West Bengal
95	Dhule	Maharashtra	195	North Dumdum	West Bengal
96	Jalgaon	Maharashtra	196	Panihati	West Bengal
97	Jalna	Maharashtra	197	Rajpur Sonarpur	West Bengal
98	Kolhapur	Maharashtra	198	Siliguri	West Bengal
99	Latur	Maharashtra	199	South Dumdum	West Bengal
100	Mumbai	Maharashtra	200	Shimla	Himachal Pradesh

Scope of Work Declaration

This is to confirm that the scope of the work is fully understood and there no doubts and ambiguity with respect to deliverables under this tender CRFQ No.1000247789

CHECKLIST

This check list is indicative, bidders have to prepare their own checklist on similar lines to ensure that they do not miss out any item.

BIDDER PROFILE		
1.1	Company Profile of Bidder, Partner Company profile(if any).	<input type="checkbox"/>
1.2	Letter from Parent Company / subsidiary company giving details of holding(if any)	<input type="checkbox"/>
1.3	Copy of Agreement between Bidder and Partners(if any)	<input type="checkbox"/>
1.4	Certification of incorporation, Memorandum of Association (MOA) and Articles of Association (AOA).	<input type="checkbox"/>
1.5	Certificates from approved TPIA (LRIS/ DNV/ IRS/ EIL/ UL/ TUV) / statutory auditors/ practicing Chartered accountants/ certified Public accountant verifying experience and capacity	<input type="checkbox"/>
FINANCIAL STATUS		
2.1	Copies of audited balance sheets and Profit & Loss Accounts for the financial years 2012-13, 2013-14, 2014-15	<input type="checkbox"/>
2.2	Annual Report of Bidder	<input type="checkbox"/>
2.3	Income tax Clearance Certificates	<input type="checkbox"/>
2.4	Proof of positive Annual Net worth	
PROOF OF PAN INDIA SERVICE CAPABILITY		
3.1	Proof for Experience of deployment and field service of 50000EDC for processing loyalty / prepaid / credit / debit cards in the field	<input type="checkbox"/>
3.2	Document to support PAN India Presence of the bidder/ service partner	<input type="checkbox"/>
EDC H/W SPECIFICATIONS		

4.1	Proposed EDC specifications with make and model with supporting documents adhering to standards as specified in EDC specification annexure I	<input type="checkbox"/>
OTHER LEGAL DOCUMENTS		
5.1	Integrity Pact (To be signed and stamped)	<input type="checkbox"/>
5.2	Arbitration (To be signed and stamped)	<input type="checkbox"/>
5.3	General terms and condition (To be signed and stamped)	<input type="checkbox"/>
5.4	Special term (To be signed and stamped)	<input type="checkbox"/>
5.5	EMD <u>(should be enclosed in separate envelope)</u>	<input type="checkbox"/>
PRICE BID		
7.2	Price Bid <u>(should be enclosed in separate envelope and sealed)</u>	<input type="checkbox"/>