



CERTIFICATE NO
BN22530/21306



CENTRAL PROCUREMENT ORGANISATION (MKTG)

(certified to ISO 9001:2015)

**BHARAT PETROLEUM CORPORATION LIMITED
'A' INSTALLATION, SEWREE FORT ROAD SEWREE (E), MUMBAI - 400 015**

“OPEN TENDER”

**ATC FOR PIPELINE ROU MONITORING & SURVEILLANCE SERVICES FOR BPCL'S
CROSS COUNTRY PIPELINES IN WESTERN REGION**

GEM TENDER ID : GEM/2025/B/6509815 CRFQ NO: 1000440002

Tender Due date and Time: - 20-08-2025 @ 16:00 HRS

PRE-BID MEETING: 05/08/2025 AT 11:00 HRS VIA MICROSOFT TEAMS

To, M/s.
Dear Sir/Madam,
Subject: INVITATION TO BID

Dear Sir/ Madam,

1. ABOUT THE COMPANY:

Bharat Petroleum Corporation Ltd. (BPCL) is a Fortune 500 Maharatna Oil Refining and Marketing company in India. The company produces a diverse range of products, from petrochemicals and solvents to aircraft fuel and specialty lubricants and markets them through its wide network of Petrol Stations, Kerosene Dealers, LPG Distributors and Lube Shoppe's.

2. OBJECTIVE OF THE TENDER:

The objective of this tender is to invite technical and commercial offers for the subject job. You are invited to submit your offer as E-bids in two-part bid format (BQC cum Techno- commercial and Price Bid) for the above work on the terms and conditions contained in this tender document.

3. BRIEF SCOPE OF THE WORK:

The brief scope of work is to provide qualified and experienced Graduate Engineers on contract basis to carry out and assist in performing various Operations / Maintenance / Office / Admin / HSSE activities at Pipelines locations. The detailed scope of the work is depicted under Technical Specification & Scope of the work.

This tender is TWO-PART BID E-Tender, having BQC cum Techno-Commercial and Price Bids. Tender document consists of the following Attachments and Annexures:

Annexure No	Detail
Annexure-I	Instruction to bidders
Annexure-II	Bid Qualification Criteria (BQC)
Annexure-III	Technical Specification & Scope of the work & other conditions
Annexure-IV	General Condition of Contract (GCC)
Annexure-V	Special Condition of Contract (SCC)
Annexure-VI	Integrity Pact
Annexure-VII	Format for Forms (to be submitted in Technical Bid)
Annexure-VIII	Applicable Policies:
a	Policy on Compliance of Restriction of Land border
b	BPCL's social media Policy
c	PPP- Make in India Policy
d	HSSE Policy

4. EMD of INR 7.50 lakhs is applicable for this tender. EMD exemption applicable as per MSE Policy. For further detail pl. refer Annexure-I, clause-1 on EMD.

5. TENDER DETAILS :

Description	Applicable for this tender
Type of Job –	Services Contract
Divisibility of the tender – Divisible / Non-divisible	Non-divisible
Purchase Preference (MSE) - Applicable / Not Applicable	Applicable
Preference to Make in India, (PPP-MII) - Applicable / Not Applicable	Applicable
Relaxation in BQC for MSE's-Applicable / Not Applicable	Applicable

6. **Price Bid:** Price Bids have to be submitted online. Price Bids have to be submitted online in the price bid form of GeM Portal. **Price Quoted on GeM Portal is inclusive of GST.**

7. **Corrigendum/Addendums** if any will be provided against e-tender on GEM PORTAL site only.

8. **Pre-bid meeting** will be conducted through video conferencing system/ Microsoft Teams on **05.08.2025/ 11:00 hrs.** Bidder or their authorized representatives are requested to send their Email ID and Contact No. so that Link / conference ID could be shared with them for attending the pre- bid meeting.

Link for joining pre-bid meetings is as:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjU1YzgyMzQtMjRiMS00ZDUzLWEzMjQtYzBhNmQxZDZkZTI1%40thread.v2/0?context=%7b%22Tid%22%3a%22222f3a7c-d45e-4818-9aa4-33d44420ec32%22%2c%22Oid%22%3a%22b2ff77f3-f564-426f-885f-01fc5d8e29cd%22%7d

The bidders are requested to send their queries/ clarifications, if any, by e-mail to hariprasad@bharatpetroleum.in and abdulmatin@bharatpetroleum.in, in following MS- Excel format by **04.08.2025 / 15:00** hrs with E-mail subject “Pre-bid queries – Tender Title & Tender Ref. No. / System ID”. The clarifications shall be provided during the pre-bid meeting.

S.No	Annexure No. / Document Name/ Page No.	Clause No.	Clause Description	Query (if any)	Justification

9. Your online bid should be submitted on or before the due date of this tender. E-tender system will automatically close on the due date and time and bidders will not be able to submit their bids after closing time. Bids not in the prescribed format are liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problems or non-availability of site and/or other documents/instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained.

Note: Bidders are requested to provide the name, e-mail ID and Contact number of the person responsible for the tender. All correspondence/clarifications with the vendor will be sent either through GeM or to the e-mail ID of the responsible person. The bidders must keep the email account of the responsible person valid at all times and ensure that mails from BPCL account do not go into spam. Bidders shall be solely responsible for keeping the e-mail ID valid at all times and no claims will be entertained due to non – receipt of any mails regarding the tender sent to the responsible person.”

10. If BPCL is unable to evaluate any offer for want of information, such offer will not be considered.

11. BPCL reserves the right to change the quantity (increase/decrease) tendered.

12. BPCL's decision on any matter regarding short listing of Vendors shall be final and any applicant shall not enter into any correspondence with BPCL unless asked for.

13. For clarifications, if any, please feel free to contact the undersigned :

Contact person	To be contacted for
Mr. Hari Prasad Central Procurement Organization (Mktg.), 'A' Installation, Sewree Fort Road, Sewree, Mumbai 400015 Email ID: hariprasad@bharatpetroleum.in Contact: (022) 24176415 / 9448282928	For clarifications regarding this tender.
Mr. Abdul Matin Central Procurement Organization (Mktg.), 'A' Installation, Sewree Fort Road, Sewree, Mumbai 400015 Email ID : abdulmatin@bharatpetroleum.in Contact: (022) 24176408 / 9983784935	
Mr. Ashok Kumar Sr. Manager (ROU), Pipelines, Pipeline Operations, HQ Email ID: ashokkumar014@bharatpetroleum.in Mobile No: 9879645370	Technical/site specific Queries/ Location Visits
Mr. Kunal Chavhan Ch. Manager, ROU & HSSE I/C., (PIPELINES), Pipelines Operations, HQ Bharat Petroleum Corporation Limited, Pipelines, Sewree, Mumbai E mail id: chavhanka@bharatpetroleum.in MOB NO: 8889056660	

Thanking you, Yours faithfully,
for Bharat Petroleum Corporation Limited Sd/-

Abdul Matin, Procurement Leader –CPO (Mktg.)

Annexure-I: Instruction to Bidders

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

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

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

Details required for e-BG are:

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

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

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

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

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

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

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

Tender No.:
Tender Title (Name of Work):
Closing Date / Time:
Name of the Bidder:

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

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

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

10. DOCUMENTS TO BE SUBMITTED BY BIDDER:

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

Bidder shall submit the following documents as per Bid Qualification Criteria (BQC), Technical and Techno-commercial requirement of tender:

Documents required for Technical Criteria of BQC:

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

10.1. Technical Criteria:

Document required:

- 10.1.1. Signed Agreement/PO copy/Work order/LOI or any other valid document which shows value of awarded works. The work order for similar work(s) shall be in the name of the bidder. In case of combined works, ***TPIA verified calculations of bifurcated cost*** towards the similar work is to be submitted. The orders executed in foreign currency shall be converted into INR based on financial benchmarks India Private Limited exchange rate on the date on which the order was placed.
- 10.1.2. Completion Certificate/Final Bill certified by the client or any other document which conclusively proves completion of the awarded work. This document shall clearly mention Name of the client, Name of the job, Work Order / Purchase order / LOA No. and date, Value of Completed work, and Date of completion of work.
- 10.1.3. Any additional document required as mentioned in the Bid qualification Criteria.
- 10.1.4. All documents must be in the name of bidder/ or as mentioned in the Bid Qualification Criteria
- 10.1.5. For long term/ongoing contracts the value of work **completed/executed (as mentioned in Bid Qualification Criteria)** and paid against the contract till the last day of the month previous to the one in which tender is invited shall be considered for similar work value. This is subject to the bidder providing a provisional or partial completion/ execution certificate from the client, or relevant invoices; confirming the value of work completed up to the specified date.

10.1.6. In case bidder is a sub – contractor, the following documents are additionally required:

- Written consent of the owner to sub-contract for execution of works
- Agreement executed /documents issued by contractor
- Completion certificate issued by the contractor to the sub – contractor
- Completion certificate issued by the owner to the contractor/sub-contractor

10.2. Documents required for **Financial Criteria** of BQC:

Bidder shall submit the following financial documents.

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

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

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

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

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

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

All documents submitted through tender portal shall be deemed to have been self-certified by the bidder, unless otherwise specifically sought.

All declarations to be self-certified.

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

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

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

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

10.4. Documents to be submitted by MSE (Micro/Small enterprise) Bidder:

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

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

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

11. TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS):

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

12. ZED / Lean Certifications for MSE vendors:

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

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

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

- 16. Failure to submit the above documents as per Qualification Criteria will render the Bid liable to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given in the tender. BPCL reserves the right

to complete the evaluation based on the details furnished without seeking any additional information.

17. PERFORMANCE SECURITY / RETENTION MONEY:

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

Option A

Successful bidder can submit the Performance Security Deposit of 5 % of basic contract value, upfront within 15 days from the receipt of LOA. Retention money shall not be deducted from running bills in such cases.

Option B

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

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

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

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

18. VALIDITY OF QUOTE:

The quote shall be valid for 180 days from the opening date of the tender. This condition supersedes GPC/ GCC condition.

19. SUBMISSION OF BIDS:

19.1 Bidders to note that any deviation if any to the technical/commercial terms and conditions of this tender should be mentioned only in the “DEVIATION” bid form attached. If any bidder fails to do so, it shall be construed that they have no deviations whatsoever to the tender terms and conditions. It is also reiterated that BPCL will not take cognizance of any clarifications/comments mentioned by the bidder in any other document. Similarly if any document is uploaded by the bidder, which inter alia would imply variation or deviation to tender specifications or any terms and conditions of the tender, it shall be taken into consideration for techno commercial evaluation if and only if the reference to the same is mentioned in the deviation bid form. There should not be any deviation, bid submitted with deviation shall be rejected. Deviation if any shall be taken up with tenderer for approval before close of tender due date. Unless and until deviation is approved by tenderer before tender due date such deviation shall not be considered.

- a. Proforma of **Integrity Pact (IP)** has been uploaded as a part of tender documents. Bidder shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and witnessed. Thereafter, that copy should be scanned and uploaded by bidder along with other bid documents.
- b. Upload a scanned copy (in pdf) of the following documents:

19.b.1 All the Bid Qualification Documents

In case the no. of pages to be uploaded are more, then the same can also be merged and uploaded.

19.b.2 Price bid:

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

- 20 Incomplete bids are liable to be rejected. No further correspondence/enquiries raised on this issue by the bidder shall be entertained. Any terms and conditions stated by the Bidder in his bid will not be binding on the Corporation.
- 21 Unsolicited / conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.

22 ACCEPTANCE/EVALUATION OF BIDS BY THE CORPORATION:

a. BID QUALIFICATION & TECHNO-COMMERCIAL BID

Based on the information and documents submitted, only parties meeting the Bid Qualification Criteria will qualify for the techno commercial evaluation. Price bid of only those bidders shall be opened who qualify in the Techno-commercial bid. The schedule for opening the price bid shall be advised separately.

b. PRICE BID

22.b.1 Through this tender, BPCL seeks to surface the lowest price supplier.

22.b.2 Bidder can quote “Service Charge” as % “Percentage” on the published minimum wages rates. Bidder shall be allowed to quote the percentage of atleast 4.54% (3.85% Service Charge+ 18% GST) or more

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

Note: In case of multiple L1's, in GeM portal, “Run L1”, functionality shall be used to select the successful bidder.

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

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

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

- a. In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic rates. The final cash outflow will reduce to the extent of the revised GST.
- b. In case the actual GST rate applicable for the state is more than the quoted GST rate, the basic rates quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

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

24 Public Procurement (Preference to Make in India)-

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

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

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

25 NEW STATUTORY LEVIES:

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

26 GST details:

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

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

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

- 27 Bidders may have to attend the concerned office of the Corporation for clarifications and/or pre-bid meeting and/or negotiations/clarifications if required at their own cost, in respect of their bids without any commitment from the Corporation.
- 28 It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 29 **List of abbreviations used :**
 - a. The terms “BPC”, “BPCL”, The Corporation, the Company and Owner in the appropriate context means Bharat Petroleum Corporation Limited, the Company registered under Companies Act 1956 and includes its successors and assignees.
 - b. The term “LOA” in the appropriate context means Letter of Acceptance
 - c. The term “PO” in the appropriate context means Purchase Order

30 **DECLARATIONS/ UNDERTAKINGS BY BIDDERS:**

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

- a. **DECLARATIONS ON HOLIDAY LISTING & LIQUIDATION:** Bidder shall submit the declarations that:
 - Bidder is not under liquidation, court receivership or similar proceeding.
 - Bidder is currently not serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealing with BPCL/ MOPNG or convicted of an offence – Under the Prevention of Corruption Act, 1988: or The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b. **DECLARATION FOR SUBMISSION OF TPIA DOCS**
- c. **DECLARATION ON CONFLICT OF INTEREST**
- d. **COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA:**

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

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

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

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

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

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

31 STARTUPS MEDIUM ENTERPRISES:

In case a Startup is interested in supplying the tendered item, but does not meet the Pre- Qualification Criteria (PQC)/ Proven Track Record (PTR) of Prior Turnover norm as indicated in the tender document, i.e., in this case the Bid Qualification Criteria (BQC) mentioned above, the Startup is requested to write a detailed proposal separately and not

against the present tender requirement, to the tender issuing authority about its product. Such proposals should be accompanied by relevant documents in support of Start-ups as under:

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

32 SUBMISSION OF BANK GUARANTEE

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

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

33 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA

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

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

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

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

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

34 CLAUSE ON CONFLICT OF INTEREST:

The definition of bidder is the entity which has a unique PAN (Permanent Account Number). A Bidder shall submit only one bid in a particular bidding process.

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

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

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

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

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

a person bids in any of the two formats given below:

- individual or proprietorship format and/or
 - a partnership or association of persons format and/or
 - a company format. Whereby,
 - A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- 1.1. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- 1.2. A person shall be deemed to have bid in a company format if the person holds:
- 1.2.1. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
- 1.2.2. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
- 1.2.3. holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

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

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

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

35 REPEAT ORDER:

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

ANNEXURE-II
BID QUALIFICATION CRITERIA (BQC)

2.0 BID-QUALIFICATION CRITERIA (BQC):

2.1 Technical Criteria (Proven Track Record)

I. DEFINITION OF SIMILAR WORK:

Definition of “Similar Work” is as follows.

Providing Pipeline ROU surveillance of Cross-Country Petroleum Pipelines with or without security services.

OR

Security Services of Oil and Gas Installation/ any industrial plants on contract basis in India.

OR

Security Services of Gas station/ Retails Outlet's in Oil & Gas Industry on contract basis in India.

Note:

- i. In case of composite works, clear calculations showing the bifurcated cost towards the similar work as defined above, duly self-certified by the bidder should be submitted during bid stage.
- ii. Each work considered for Technical BQC should have been awarded through single bidding process through one tender. There may be single or multiple purchase orders / LOAs against one tender.
- iii. In case of long term/ongoing contracts, the value of the completed works during any continuous 12 month period in the last 7 years ending on the last day of the month previous to the one in which tender is invited, shall also be considered for evaluation purpose, provided that the bidder has submitted provisional/partial completion certificate from client for the value completed for contract up to the last day of the month previous to the one in which tender is invited.

II) PROVEN TRACK RECORD:

The bidder shall have experience of having successfully completed similar work/s during the last 7 years in India, ending on last day of the month previous to the one in which tender is invited. The value of the similar work/s completed (proof of completion to be submitted) should be as follows:

The bidder shall have fulfilled the following experience criteria for similar works.

A. FOR NON-MSE BIDDERS (NON MICRO & SMALL ENTERPRISES):

Sl. No.	Pipeline Details	One similar work of total value not less than	Two similar works EACH of value not less than	Three similar works EACH of value not less than
		(Rs. In Lakhs)	(Rs. In Lakhs)	(Rs. In Lakhs)
1	Pipeline Locations	441.88	276.17	220.94

B. FOR MSE BIDDERS (MICRO & SMALL ENTERPRISES):

Sl. No.	Pipeline Details	One similar work of total value not less than	Two similar works EACH of value not less than	Three similar works EACH of value not less than
		(Rs. In Lakhs)	(Rs. In Lakhs)	(Rs. In Lakhs)
1	Pipeline Locations	375.59	234.74	187.80

2.1.1 Document required:

1. Signed Agreement/ PO copy/ Work order/ LOI or any other document which shows value of awarded works.
2. Execution Certificate/ Final Bill certified by the client or any other document which conclusively proves executed value of similar work as defined above. This document shall clearly mention Name of the client, Name of the job, Work Order/Purchase Order/LOA No. and date, awarded value, Completed value and Date of completion. For long term/ongoing contracts the value of work executed and paid against the contract in any 12 continuous months till the last day of the month previous to the one in which tender is invited shall be considered for similar work value.
3. In case execution certificate does not mention value of completed work then bidder has to submit copy of Invoices raised against Agreement/PO/Work Order/LOI.
4. In case of combined works, clear calculations showing the bifurcated cost towards the similar work, as defined above, duly certified by TPIA should be submitted.
5. The work order for similar work(s) shall be in the name of the bidder. Works executed as part of Joint Venture/Consortium will not be considered. JV/Consortium bids will not be accepted (i.e. Qualification on the strength of the JV Partners/Consortium Members will not be accepted)

Note: The Bidder should have valid PSARA (Private Security Agency Regulation Act, 2005) license issued by State Government of Maharashtra to operate security agency in the state (valid as on the date of original due date of tender), same shall be submitted by the bidders during bidding stage and Bids of those bidders can be evaluated further for other BQC conditions. Otherwise, their bid shall be rejected.

2.2 Financial criteria:

ANNUAL TURNOVER:

- i. Bidder should have completed 3 Financial years of existence as on original due date of tender since date of commencement of business.
- ii. The average annual turnover of the bidder as per the Audited Balance Sheet and Profit & Loss Account statements for the last three accounting years should be equal to or more than **INR 166 Lakhs**
- iii The bidder should have positive net worth as per the latest audited Financial Statement. Bidder shall furnish Annual Report/ audited balance sheets including Profit and Loss Accounts along with the Bid to establish Bidder's conformance to Qualification Criteria.

2.2.1 Document required:

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

2.3 Documents Verification:

- i. All Bidders will require to submit self-certified copies of above-mentioned documents pertaining to the Technical Criteria, Financial Criteria & other qualification document. Additionally, the Bidders need to submit undertaking to submit TPIA verified scanned documents in case they emerge as successful bidders.
- ii. Successful bidder will require to submit scanned copy of Technical Criteria, Financial Criteria & other qualification documents duly verified and certified by TPIA who are registered under "NABCB accredited bodies as per the requirement of ISO/IEC 17020 as Type "A" in QCI's NABCB website link of website is as follows, (<https://nabcb.qci.org.in/inspection-body/>) ", at no extra cost to BPCL. The verification and certification should necessarily include comment "Verified from originals". In case the successful bidder is not able to submit TPIA verified scanned documents as required within 5 days of communication after opening of Price Bids, action will be initiated against the bidder as per Policy for Holiday Listing of Vendors in BPCL that can be accessed at <https://www.bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf>. During BQC stage all vendors will have the option of providing self –certified copies of certificates/documents as per points 7.1 & 7.2 with an undertaking to submit TPIA verified document in case the vendor emerges as successful (L1) vendor. Successful (L1) vendor has to submit TPIA verified original document within 5 days of communication after opening of price bid. In case

a vendor is not able to submit TPIA Verified original documents as required within 5 days of communication after opening of price bid, action shall be initiated against the Vendor for Holiday listing. Show cause notice for holiday listing to be replied by the vendor within 7 days. Subsequently vendor shall be holiday listed forthwith by Competent Authority without further process for the minimum period as mentioned in the holiday listing policy.

- iii. Bidders shall ensure that any certificate/ reports issued / attested by a practicing -chartered accountant in India and submitted in Bid shall mandatorily include the UDIN Number. Certificate/ reports issued / attested without UDIN Number of practicing-chartered accountant in India shall not be considered for evaluation.
- iv. All correspondence and documents relating to the bid, between Bidder and BPCL, shall be written in English language only. Any supporting document furnished by Bidder may be written in other language provided that this literature is accompanied by an authenticated English translation in which case for purpose of the interpretation of Bid, the English translation shall govern.
- v. All charges of TPIA and CA Certificate (if applicable) shall be borne by the Bidder.

2.4 DECLARATIONS BY THE BIDDER:

1. Bidder is not under liquidation, court receivership or similar proceeding.
2. Bidder is not serving any Holiday Listing orders issued by BPCL or MOPNG debaring them from carrying on business dealings with BPCL/MOPNG or convicted of an offence.
 - a. Under the Prevention of corruption act, 1988,
 - Or
 - b. The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing threat to public health as part of execution of a public procurement contract.
3. Bidder is in compliance of Restrictions for Countries which share land border with India {Restrictions under Rule 144(xi) of the General Financial Rules, 2017–Reference OM no. 6/18/2019 – PPD dt. 23.07.2020 (read along with any subsequent clarifications/amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)}
4. Bidder is in compliance with BPCL's social media Policy for Business Partners, as included in the tender.
5. PPP-MII declaration supported by CA/Statutory Auditors' certificate, confirming the minimum local content requirement.
6. Bidder have not submitted multiple bids. i.e. more than 1 bid either individually or in any combination of person (Individual capacity, proprietor, affiliates, partnership, association of persons, Company, etc). Bidder have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anticompetitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition. Bidder is aware that, in case found that such multiple bids are submitted, all such bids are liable for rejection.
7. Bidder is in compliance with the submission of scanned copy of TPIA verified document within 5 days of communication after opening of price bid. In case vendor appears as successful (L1) vendor, accepting that if they are unable to submit TPIA Verified scanned documents as required within 5 days of communication after opening of price bid, action shall be initiated against the Vendor for Holiday listing. Show cause notice for holiday listing to be replied by the vendor within 7 days. Subsequently vendor shall be holiday listed forthwith by Competent Authority without further process for the minimum period as mentioned in the holiday listing policy.

Bidders need to submit the above declarations in the technical bid. Bidders who do not satisfy the above conditions will not be considered for evaluation and ordering.

2.5 Bids may be submitted by:

- i. The bids may be submitted by an entity (domestic bidder) and should have completed 3 financial years of existence as on original due date of tender since date of commencement of business and shall fulfil each BQC eligibility criteria.
- ii. JV/Consortium bids and will not be accepted (i.e., Qualification on the strength of the JV Partners/Consortium Members will not be accepted)
- iii. Only Class-I or Class-II Local Supplier as per PPP-MII policy.

2.6 EARNEST MONEY DEPOSIT (EMD):

The EMD amount for the tender is Rs.7.50 Lakh. EMD shall be submitted in the form of Electronic Funds Transfer or Bank Guarantee.

MSE bidders will be exempted from the EMD provided they submit the TPIA verified copy of "Udyam Registration Certificate" along with TPIA verified certificate from Chartered Accountant(CA) confirming eligibility for benefits of Public Procurement Policy

a. Bidder shall have to upload self -verified scanned copy of UDYAM Certificate & CA Certificate with UDIN mentioned on it. Thereupon, Successful Bidder shall submit the TPIA verified hard copy of CA certificate to BPCL within 5 days of intimation by BPCL.

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

For further detail on EMD, pl. refer Annexure-I, clause no 9.

2.7 PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT/ RETENTION MONEY):

To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor will have to provide security deposit of 5% of the total value of contract. Amount received/retained towards this clause will be considered as security deposit. Successful bidder can submit the Performance Security Deposit of 5 % of basic contract value upfront within 15 days from the receipt of LOA. In the case of security deposit submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force for **24 Months** and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed.

2.8 EVALUATION METHODOLOGY:

This Tender shall be invited through Open (Domestic) Tender as two-part bid. The bid qualification evaluation of the received bids shall be done as per the above bid qualification criteria and the technical bid of only the pre – qualified bidders will be evaluated subsequently, as per the criteria detailed in the tender. Only the price bids of the techno-commercially qualified bidders will be opened and evaluated. **The order shall be placed on overall lowest quote (L1) basis.**

The job is non-divisible and Preference under MSE (Micro Small Enterprise) policy and Purchase preference (Preference to Make In India) (PPP-MII) policy, as admissible from time to time under the existing Govt. policy shall be applicable during evaluation process.

Note:

Any variation / increase in the minimum wage rates/ special allowances by the Statutory Authorities during the tenure of the contract will be reimbursed at actual or production of any documentary proof and payment proof to surveillance personnel.

If there is a tie either at or above the minimum service charges, with two or more bidders as L1, then the rules will be applied to select L1 bidder as per GEM terms/conditions.

ANNEXURE-III
TECHNICAL SPECIFICATION, SCOPE OF WORK & BOQ

1.0 SCOPE OF WORK

The scope of work is for providing GPS based Pipeline ROU (Rights of User in Land) Monitoring & Surveillance Services for the cross-country petroleum product pipelines along with its associated Pipeline Valve Stations and IP Stations in Western Region

1.1 MUMBAI MAMMAD BIJWASAN PIPELINE (MMBPL): Pipeline Chainage 0.0 Km to 122 KM

1.2 MUMBAI URAN LPG PIPELINE (MUPL): Pipeline Chainage 0.0 Km to 28 KM

1.3 MUMBAI SANTACRUZ ATF PIPELINE (MSPL): Pipeline Chainage 0.0 KM to 15 KM

1.4 MUMBAI WADILUBE LOBS PIPELINE: Pipeline Chainage 0.0 Km to 12 KM

The date of commencement of service of Pipeline ROU Monitoring & surveillance services w.e.f. 01.11.2025 OR as per instruction of BPCL Engineer In-charge.

2.0 DETAILED SCOPE OF WORK

2.1 RESPONSIBILITIES OF THE CONTRACTOR: -

a. The contractor shall be responsible and accountable for ROU Monitoring & Surveillance of the entire pipelines and the valve stations as stated in point no. (1.1), (1.2), (1.3) & (1.4). The contractor shall deploy the requisite required numbers of ROU Monitoring Personnel (RMP), RMP Relievers, ROU Monitoring Supervisor (RMSD & RMSN), Armed Security Guard (ASG), Emergency Responder Cum PIDS Responder (ER) & GPS Coordinator (GPSC).

Pipeline ROU Surveillance Deployment Plan – MMBPL / MUPL/MSPL/MWPL

SUMMARY OF MANPOWER OF ROU SURVEILLANCE										
Sr. No.	ROU	Stretch	RMP	RMP RELEIVER (DAY)	RMS (DAY)	RMS (NIGHT)	ASG	ER	GPS-C	Total Manpower
1	MUMBAI ROU-1	0.0 KM to 121.80 KM	27	5	6	1	1	15	1	56
2	MSPL	0.0 KM to 13 KM	8	2	1	1	1	0	0	13
3	MUPL	0.0 KM to 26 KM	6	1	1	0	0	1	0	09
4	MWPL	0.0 Km to 12 KM	12	2	1	0	0	4	0	19
TOTAL			<u>53</u>	<u>10</u>	<u>9</u>	<u>2</u>	<u>2</u>	<u>20</u>	<u>97</u>	

➤ Geographical Area coverage of above-mentioned Manpower for ROU Monitoring

PIPELINE	STATE	CHAINAGE	DISTRICT	TEHSIL	AREA CLASSIFICATION
MMBPL	MAHARASHTR A	0.0 Km to 10 KM	MUMBAI	MUMBAI	Area-A
		10 Km to 30 KM	THANE	THANE	Area-A & Area-C
		30 Km to 50 KM	THANE	KALYAN	
		50 Km to 70 KM	THANE	BHIWANDI	
		70 Km to 121.8 KM	THANE	SHAHPUR	
MUPL		0.0 Km to 4.1 KM	MUMBAI	MUMBAI	Area-A
		16.1 Km to 28 Km*	RAIGAD	URAN	Area-A
MSPL		0.0 KM to 15 KM	MUMBAI	MUMBAI	Area-A
MWPL		0.0 KM to 12 KM	MUMBAI	MUMBAI	Area-A

*For MUPL from Ch 4.1 KM to 16.1 KM Pipeline is subsea hence same is not mentioned in above table.

Mumbai Manmad Pipeline (Mumbai ROU-1) Ch. 0 km to 121.8 km															
DETAILS OF ROU LINE WALKING PATTERN															
SL NO	START KM	END KM	TOTAL KM	TYPE OF LINE WALKING	RMP	RMP RELEIVER	RMS	RMS Reliever	RMS (NIGHT)	ASG	Emergency Responder (ER)	SER Reliever	Area Classification		
1	0	1.5	1.5	Shift timings: First, second shift & third	3	1	1	2	0	0	0	0	A		
2	1.5	6.3	4.8	General shift	1										
3	6.3	13	6.7	Shift timings: First & second shift	2										
4	13	23	10	Shift timings: First & third shift (2 nos.)	2	2	1		0	0	4	1			
5	19	27	8	Shift timings: First & third shift (2 nos.)	4										
6	27	34	7	Shift timings: First & third shift (2 nos.)	4										
7	34	42	8	Shift timings: First & third (2 nos.)	2	1	1				4				
8	42	50	8	General shift	1										
9	50	58	8	General shift	1										
10	58	68	10	General shift	1	1	1				1	1			
11	68	78	10	General shift	1										
12	78	88	10	General shift	1										
13	88	96	8	General shift	1	1	1	0	1	1	3	1	C		
14	96	105	9	General shift	1										
15	105	113	8	General shift	1										
16	113	121.8	8.8	General shift	1										
					27	5	4	2	1	1	12	3	56		

MUMBAI 2 ROU													
DETAILS OF ROU MANPOWER													
SL NO	PIPELINE	START KM	END KM	TOTAL KM	TYPE OF LINE WALKING	RMP	RMP RELIEVER (DAY)	RMS (DAY)	RMS (NIGHT)	ASG	Emergency Responder ER	GPS Monitoring	Area Classification
1	MSPL	0.00	6.50	6.50	3 SHIFT	4	2	1			0		Area A
		6.50	13.00	6.50		4							
2	MUPL	0.00	4.00	4.00	3 SHIFT	2	1	1	1	1	1	0	
		16.00	26.00	10.00		4							
3	MWPL	0.00	6.00	6.00	3 SHIFT	8	2	1			4		
		6.00	12.00	6.00		4							
MSPL- Mahul Santacruz Pipeline MUPL-mahul Uran Pipeline MWPL -Mahul Wadibunder Pipeline						26	5	3	1	1	5	0	-

Abbreviations: -

- RMP - ROU Monitoring Personnel
- RMP Reliever - ROU Monitoring Personnel Reliever RMS
- ROU Monitoring Supervisor
- ASG - Armed Security Guard
- SG - Security Guard
- SGR - Security Guard Reliever
- ER - Emergency Responder Cum PIDS Responder
- ASG - Armed Security Guard
- MUPL - Mumbai Uran Pipeline
- MSPL - Mumbai Santacruz ATF Pipeline MWPL
- Mumbai Wadilube LOBS Pipeline
- MMBPL - Mumbai Manmad Bijwasan Pipeline
- Mumbai ROU-1 = MMBPL CH 0.0 Km to 121.8 Km
- Mumbai ROU-2 = MUPL + MSPL + MWPL

- a. The contractor shall be able to depute additional personnel for monitoring during the contractual period even for a short period for any particular stretch RMP/SG as requested by ROU officer within 24 hours of the request. The contractor shall provide a maximum of additional 06 numbers of surveillance personnel and one supervisor on immediate basis at times of exigencies or within 24 hours of notice whenever requested by the appropriate authority of BPCL at the same contractual terms and conditions.
- b. BPCL reserves the right to increase / reduce the number of personnel assigned for surveillance of pipelines as and when required without assigning any reason whatsoever.
- c. In case of absenteeism of any surveillance personnel, the contractor shall provide suitable alternate personnel whose antecedents are pre-verified. To achieve this, the contractor shall submit details of such alternate personnel likely to be deployed with their antecedent verification well in advance to BPCL and keep the same duly approved by BPCL.
- d. The Contractor shall directly supervise and control the personnel employed and shall also employ responsible supervisors to be always present to ensure discipline and behavior, proper monitoring of their personnel.
- e. The contractor shall ensure proper conduct of his personnel regarding decency, morality, intoxicants, fraud, horseplay and such other things having bearing on the safety of self, others, equipment, and pipeline assets. He shall ensure that the personnel deployed shall always protect and safeguard the interest of BPCL.
- f. The contractor shall ensure that all his personnel adhere to safe working practices, wear PPEs while on duty and shall comply with BPCL safety rules as laid down from time to time.
- g. Contractor shall assign line patrolling to RMP/RMS in consultation and as per the direction of the respective ROU Officer. The RMP and Relievers deployed shall be rotated to immediately adjacent stretches by the contractor as and when required for enhancing the effectiveness of surveillance in close liaison with the BPCL Engineer In-Charge.
- h. The essence of the contract is pipeline monitoring & surveillance and any damage to the pipeline would lead to disaster to the surrounding and its environment. Hence the contractor shall ensure that no tapping, pilferage, theft, damage, removal of soil from pipeline ROU, excavation, blasting without permission of BPCL and or any unauthorized activities in pipeline ROU /ROW takes place.
- i. The contractor shall also ensure that no encroachment happen in the pipeline ROU. Any such encroachment shall be treated as non-performance of the contract and shall be penalized as stated elsewhere in this scope of work.
- j. Commencement & completion of line patrolling by RMP, RMS, SER shall be monitored on daily basis by the contractor through the GPS based surveillance and any lapse should be set right by the contractor immediately and report to be submitted in physical format.
- k. Performance of surveillance team shall be evaluated by close study of line walking pattern of RMP, RMS, SER by using the GPS tracking methodology by the contractor on a daily basis. Any observation in terms of deviations from the Geo-fence area of ROU, short coverage of the stretch allocated, single point occupancy in ROU for a prolonged time, unsteady speed of line walking as per the limit prescribed in the surveillance contract should be analyzed, assessed and resolved immediately by the contractor. Failure in resolving the same shall be treated as non-performance.
- l. Monthly consolidated GPS report of RMP/ REL, RMS, SER shall be analyzed and evaluated by the contractor and a detailed report shall be submitted by the contractor on a monthly basis for each RMP, Reliever, RMS, SER and Night Patrolling crew to respective ROU Officer and to Engineer in Charge.

- m. Contractor shall take a detailed stock of the ROU assets (Warning Boards, km Markers, Aerial Markers, ROU/ROW Boundary Stones, Boundary demarcation stones in forest area, Anode Beds, TLP Boxes, OFC Joint Markers, Polarization cells, Solid State Devices, Vent pipes, Drainpipes in cased crossings etc.) for each spread jointly with BPCL ROU Officer before commencement of the contract. A copy of such first-time joint report duly signed by the contractor and respective ROU Officer shall be submitted to the Engineer- In – Charge by the contractor within 15 days from commencement of the contract.
- n. It shall be the responsibility of the contractor to ensure that all such verified ROU assets are in place and any loss / damage to the same shall be reported immediately to the ROU Officer. Contractor shall aid BPCL in filing an FIR with police or suitable complaints with any other bodies
- o. The contractor shall also submit a verification statement of the ROU Assets each spread wise duly signed by the contractor and the RMP / RMS on a quarterly basis to the ROU Officer/s.
- p. The Surveillance personnel / contractor shall immediately inform BPCL's ROU officer any communications from any of the interested party in ROU. Any lapses in this will be considered as non-performance and will be penalized as stated elsewhere in this scope of work.
- q. The Contractor shall educate and develop the surveillance personnel (RMP, RMS, SER and Night Patrolling Crew) towards intelligence gathering in terms of the cues as below;
 - 1. Sudden influx of earth moving mining / construction equipment / pole excavator & trenching machine in the area within the eyesight of ROU.
 - 2. Blasting or Surface mining in the area within the eyesight of ROU.
 - 3. Indication towards upcoming new buildings, well derricks, residential colony developments, property developments etc.
 - 4. Alertness to see through forthcoming political meetings, local festivals, stage/enclosures for fairs.
 - 5. Grading, Resurfacing, or Construction of new roads, streets, ditches or waterways.
 - 6. Subsidence or earth movement with particular attention to areas near water bodies & their embankments.
 - 7. Changes of the location of swamps, creeks, or riverbeds on or near the pipeline ROU.
 - 8. Dumping of dead animals, debris or trees in pipeline ROU.
 - 9. Sudden withering or drying up of vegetation amongst greenery.
 - 10. Oil traces on surface of water body.
- r. The contractor shall ensure that the following details are ensured before deployment of RMP / RMPR, RMS, ASG, ER.
 - 1. Verification of proof of residence issued by competent authority
 - 2. Photo identity card issued by competent authority.
 - 3. Police verification Certificate from Local Police Authority
- s. Contractor shall ensure to maintain necessary records and file of the personnel deployed for the work in a proper format with necessary proof. The format should provide all the relevant details of domicile, education, residential address, recent passport photograph, police verification certificates etc. The contractor shall submit the said details for personnel deployed as RMP, Reliever, RMS, ASG, ER, ER Reliever each spread wise to the Engineer- in-Charge within 15 days from commencement of the contract.
- t. The contractor shall inform BPCL in writing of any change in the deputation of the personnel and take necessary steps to update the information filed at no extra cost. The contractor shall

also maintain all the records of RMP, Reliever, RMS, ASG, ER, ER Reliever at no extra cost as per the statutory guidelines and produce the documents when asked by statutory authority or BPCL from time to time.

- U. The Contractor shall ensure that personnel deployed shall wear uniform, safety / monsoon shoes as applicable and should have gadgets as necessary as per duty requirement.
- V. Pipeline surveillance monitoring shall be done as directed by an Engineer-in-charge and RMP, RMS, SER & RMSN performance shall be monitored based on GPS reports. The GPS performance report shall be binding and final for disbursement of wages to your personnel. Non-usage of GPS tool by your personnel due to other reasons which are not attributable to the functioning of devices shall be considered as non-performance of duty and shall be marked as absent. Its contractor's responsibility to keep the GPS device in working condition all time and it must be replaced or repaired within 3 days' time of reporting of non-functioning of device. Beyond 3 days Contractor shall be penalized as mentioned in the GPS scope of work.
- W. The contractor shall provide the items listed below to all the pipeline Monitoring & surveillance personnel deployed by them. It shall be the responsibility of the contractor to ensure that the pipeline surveillance and security surveillance personnel are in the designated attire along with the PPEs given below:

S N	Item Description	Qty	Frequency/Annum
A	Items towards attire with the contractor's company logo and name		
1	Cotton Trouser	2 nos	Once
2	Shirt	2 nos	Once
3	Lanyard with whistle	1 no	Once
4	Cap	2 nos	Once
5	Shoulder badge	1 no	Once
6	Name Plate	1 no	Once
7	Winter wear	1 no	Once
8	Raincoat	1 no	Once
9	Radium Jacket	1 no	Once
10	Torch for RMSN	1 no	Once
B	Personnel Protective Equipment (PPE)		
1	Safety Shoe High ankle	2 pair	Once
2	Gum Boot	1 pair	Once
3	Pointed baton	1 no	Once
4	Snake bite anklet	1 no	Once
5	Backpack with necessary personal first aid kit	1 no	Once
6	Safety Goggle	1 no	Once

- X. If any of the above items are found defective or of inferior quality, then the contractor shall replace it with a new one free of cost. BPCL reserves the right to provide any deficiency and recover the cost from the contractor.

- y. Any pipeline Monitoring & surveillance personnel observed without the designated attire and PPE shall be logged under Behavioral Based Safety (BBS) and the same shall have a bearing on the performance evaluation of the personnel as well as the contractor.
- z. Contractor has to ensure that wages for a completed month shall be deposited to the bank accounts of the personnel deployed latest by 7th of the following month and a detailed statement of disbursement shall be submitted to respective ROU Officer by 10th of the month. Any failure in this shall be considered as non-performance along with the proof of compliance of all statutory obligations like PF, ESI etc. The wages are disbursed in line with the contract and Minimum Wages Act under “Watch and Ward category” and as quoted by the Contractor in the price bid break up.
- aa. The Contractor shall be solely responsible for the safety of their personnel deployed for pipeline surveillance and providing them with adequate and necessary equipment. He shall also have to ensure that they are properly covered by registered Insurance company policies for injury or loss of life of the agencies’ personnel or register with ESIC as applicable. No Administrative cost shall be applicable on such payment. Further the security contractor shall ensure that the employed security personnel shall have a valid license two-wheeler/four-wheeler & shall carry relevant documents like License, Insurance, Pollution certificate, valid Registration Certificate with the vehicle while on duty.
- bb. In Addition to the above, wherever the security personnel are not covered in the ESIC, the concerned security contractor shall take personal accident Insurance for security personnel with a sum insured of ₹7,00,000 each, covering Death, TTD, and Permanent Disablement, along with a Mediclaim policy to cover medical expenses. The policy will also cover the spouse of the security personnel with a sum insured of ₹3,00,000, for Death, TTD, and Permanent Disablement, including medical expenses. The policy shall cover compensation Liability under the Employee’s Compensation Act, 1923, wherever contribution to ESIC is exempted on the wage ceiling of ₹21,000/- and above.
- cc. The contractor shall issue ID card to all RMP, RMS, ASG, SER, SG covering details like Name, Present Address, Ticket No., Blood group, Residence emergency contact no. and If found, please return to, Date of issue and Validity within 30 days from commencement of contract.
- dd. GPS tracking device shall be provided to all RMP, RMP reliever, RMS, ER & RMSN by the contractor. It is the contractor’s responsibility to make sure that it is being used by his personnel deployed for pipeline surveillance. The physical surveillance of the pipeline shall be monitored by the contractor with the help of GPS based monitoring system for ensuring the surveillance within the geo-fenced area for a minimum of 95 % of coverage on daily basis. The surveillance personnel shall ensure and verify the same at the end of the patrolling on daily basis in communication with the contractor / its representative/BPCL’s ROU Officer or through self-verification with the aid of Mobile Application provided by the contractor as part of GPS surveillance. Any shortfall monthly attendance sheets shall be verified from GPS report of that month. Line walking not conforming to 95 % shall be confirmed by the contractor before closure of the surveillance for the day.

- ee. The contractor shall ensure that GPS device is charged fully before commencement of duty by each RMP, RMP reliever, RMS, SER.
- ff. Latest electronic equipment, like Camera mounted helmets, wireless handheld device for communication etc., which are easy to carry may be provided by BPCL to Contractor to increase surveillance of pipeline. The contractor shall also ensure that such provided electronic devices are used by his personnel without any additional cost. In case of any damage or theft the cost of the device shall be recovered from the Contractor from his running bills. The Contractor shall not be entertained for any additional cost to use such devices.
- gg. The contractor shall carry out periodic health examination of all surveillance and security personnel once per year during contract period and confirmation report to be submitted to ROU Officer.
- hh. Contractor has to provide adequate First Aid and Fire-Fighting Training from a recognized contractor for handling emergencies at the pipeline. This should be followed by submission of proof of imparting the same. It should be carried out once in a contract period covering all the personnel deployed.
- ii. The consolidated quantity regarding the requirement Surveillance Personnel consists of ROU Monitoring Personnel, ROU Monitoring Personnel Relievers, ROU Monitoring Supervisor, Armed Security Guard (ASG), Security Guard and Security Guard Reliever (SGR), Emergency reliever (ER) for the respective chainages of all pipelines. The tendered quantity also includes additional surveillance personnel to be deployed at the time of any exigency as required during the contractual period.
- jj. BPCL may require night-line walking considering the sensitivity of the area and the same will be provided by the Contractor at the same rate.
- kk. The contractor shall aid BPCL in lodging an FIR with local police authorities for any incident under the direction of the respective BPCL's ROU Officer/s. The contractor shall also provide the necessary follow-up with appropriate police authorities and also extend suitable support during site visits by local authorities as part of any investigation and/or inspection. The FIR shall be filed in the name of BPCL only under the guidance of respective ROU Officer.
- ll. BPCL shall not entertain any expenditure towards any administrative office separately. The contractor is required to authorize the name of the local officer and contact details to approach for any issues related to pipeline security & surveillance and he shall be responsible for overall security & surveillance of the pipeline in the area including visit to site as per the requirement and coordination with statutory authority.

2.2 GPS BASED TRACKING AND MONITORING SYSTEM FOR RMP/RMS/ER

- a. The contractor will have to implement the GPS-based Tracking and Monitoring System for RMP (including Relievers), ER, RMS (including night supervisor). The monthly performance and attendance of the surveillance personnel shall be based upon GPS tracking.
- b. BPCL will provide its route map survey which contains geo-coordinates of the pipeline along with the important landmarks of pipeline like KM Post, Warning board, TLP, Cable Markers, Road/Rail/Water crossing to Successful Contractor.
- c. For complete tracking of all Surveillance Personnel (RMP, RMP Reliever, ER & RMS, RMSN), the Successful Contractor shall set up the complete GPS package including procurement and issue of GPS devices to all Surveillance Personnel for their tracking and monitoring.
- d. A separate GPS tracking device shall be provided to all RMP, RMP Reliever, ER and RMS, RMSN by the contractor. It shall be the responsibility of the contractor to make sure that it is being used by his personnel deployed for pipeline surveillance.

- e. The Contractor shall provide by self a suitable Mobile and Web based application for the GPS surveillance system which shall cater to:
- i. Monitoring physical surveillance by RMP, Reliever, ER and RMSD, RMSN.
 - ii. Predefined route with Geo fencing.
 - iii. Monitoring and analysis of surveillance by the RMP / Reliever towards ensuring surveillance within the geo-fenced area for a minimum 95 % of coverage on a daily basis.
 - iv. Current location on map, calling buttons.
 - v. Reporting and logging of abnormal activities with level of intensity, chainage number, Audio- video notes, text messages and photos in real time.
 - vi. All digital records in the form of location on Maps.
 - vii. Recovery of historical data for the last 3 months and periodically handing over the details to BPCL within 15 days on completion of each quarter.
 - viii. The surveillance personnel should be able to verify the same themselves using their handheld devices provided by the contractor.
 - ix. Providing Handheld GPS Devices to Pipeline Surveillance Staff. The contractor shall consider a spare policy of having at least 4 nos. of GPS devices for immediate replacement whenever required and also to cater to additional requirements of BPCL.
 - x. SIM card which are required for GPS devices and its recurring cost.
 - xi. Server/Hardware to hire/host the data related to customized mapping of the pipeline geo-coordinates and GPS tracking.
 - xii. Customized Software for maps and tracking which should be capable of generating reports based on the GPS data of personnel.
 - xiii. GPS Software/website should have different login for Successful Contractor staff and BPCL staff.
 - xiv. There may be cases when contractor has also to carry out GPS route map survey for noting down the ROU Geo-ordinates along the pipeline. The charges toward carrying out these ROU surveys shall not be paid separately to the contractor. Contractor is required to carry out surveys for noting down the geo-coordinates along the pipeline along with the other details of ROU related to crossings, WB, TLP, CM, landmarks. These geo-coordinates then will be plotted on the graphical map. Contractor shall submit the back up of these geo-coordinates to BPCL.
- f. The Contractor can either provide GPS handheld devices or Android based Mobile phones for tracking of the pipeline patrolling staff. The phones / devices shall be of Samsung, Motorola, Apple, Nokia, Xiaomi, Oppe, Vivo, Oneplus, LG, Sony, or any good brand approved by BPCL Engineer In-Charge. The devices should meet the following criteria:
1. Location accuracy of the device should not be more than +/- 10 m.
 2. Device should be able to transmit its signal regularly which should be programmable and with frequency not more than 3 minutes.

3. Memory capacity to store more than 1000 GPS records & once the connection is established the device will send stored data via GPRS.
 4. Device should be suitable for field application with life of at least 3 years.
 5. Device should be able to operate for minimum 12 hours without charging.
 6. Device should have facility to generate panic event in case of emergency. This can be done by pressing a switch or alternative mechanism that is easy to use and 100% reliable.
- g. The whole GPS package (Hardware/Software/Server) to be used for GPS tracking should be able to;
1. Show the pipeline along with geo-fence of +/- 25 m on the customized map. Geo- coordinates of pipeline will be provided by BPCL and in some cases qualified contractor has to take Geo-coordinate on his own if required.
 2. Show live tracking of the individual patrolling staff.
 3. Show historic view of the individual patrolling staff.
 4. The package should be capable of storing historic data on the location of all the staff.
 5. The package should be able to generate daily report of the individual staff based upon their performance like distance travelled, travel speed, work time, idle time, geo-fence violation, etc. Standardize the format of daily GPS monitoring report and same shall be finalized by ROU officer
 6. The package should also have the capability to generate reports individually on the basis of the above parameters and send a consolidated ROU Officer.
 7. The contractor should be capable of developing a software package/website which can integrate the monthly attendance sheet with the daily GPS reports of the patrolling staff. If the Daily performance report of any individual is not found Ok on any given date, then attendance for that given date should be absent. However, there must be provision in system to change the attendance from absent to present and vice versa. However, this changing should be done with proper justification which can be added as remarks in the system against that individual and date.
 8. Based upon this daily performance report, the patrolling staff's attendance will be linked for the wage payment.
 9. BPCL shall also have the access to check on tracking of RMP/RMS. The contractor shall submit the monthly attendance sheet based upon the GPS tracking and GPS daily performance report. BPCL can anytime cross check the report thru the historic data on GPS website through URL.
 10. The customized map should be capable of individually showing personnel and work area/pipeline length on the website/URL. There should be option for changing the work area of any individual device in the system.
 11. Contractor shall keep availability of server all time and in any case, it should not fall below 99.0 % in month. It is expected that contractor shall keep redundancy at server level and power back up with the following minimum spec of each GPS Server
 - Processor: 64 Bit with two or more than two processor
 - Memory: 32 GB RAM (with expandable)

- RAID & Hard Disk Drive: RAID-1 configuration with storage of 500 GB or 6 Month storage capacity whichever is higher
 - Power Supply: Redundant Power Supply
 - Operating System: Latest Microsoft Window Server or equivalent Server level software.
- h. The contractor shall develop a format for measurement of availability of system and submit to BPCL for approval. On BPCL's approval it has to be submitted along with the monthly report.
 - i. The maintenance and upkeep of the whole GPS package including devices will be in scope of contractor. The contractor shall replace or repair the device/package as and when required to ensure uninterrupted availability of GPS Surveillance System. No Surveillance Personnel shall be working without GPS device for more than 72 hours.
 - j. The downtime for the GPS system (whole package/ website/server) should not exceed more than 24 hours. The Contractor will have to ensure that any major breakdown of the system will have to be restored within 24 hours. The payment for maintaining the GPS system will not be done for the period for which GPS system is down.
 - k. Contractor or its GPS system provider must also have customer care point / number for handling any complaints related to GPS devices.
 - l. The contractor will be given a maximum timeline of 30 days (from the date of LOI Acceptance) for installation and commissioning of GPS monitoring (including GPS device, server/hardware/software/attendance package).
 - m. The data pooled by GPS surveillance is the sole property of BPCL and the contractor / GPS service provider shall submit the spread wise data to Engineer – In Charge on a monthly basis within 7 days of time for the previously concluded month.
 - n. BPCL reserves the right to verify the server of the contractor for any investigative or other needs for the data pooled by the GPS system.
 - o. Data Back-up of the GPS daily report, monthly report to be submitted by GPS service provider on Monthly Basis to Engineer-In-Charge.
 - p. The Contractor shall arrange to provide the training to RMP/RMS/ER for use of handheld device and BPCL staff for familiarization of GPS software and also update BPCL staff time to time in case any updation is done in software.
 - q. A Fixed Charges of **INR 1500 per month per GPS device** for the above-mentioned scope shall be paid to the security service provider which also include the remuneration for the communication expenses incurred by the security personnel hence same shall be paid to the security personnel by the contractor as per the prevailing rates.

2.3 RESPONSIBILITIES OF ROU MONITORING PERSONNEL - RMP & RELIVER

- a. Carry out physical ground foot patrolling of pipeline for approx. 10 km on daily basis on the assigned stretch on the pipeline route. One week off shall be provided as per the ROTA which will vary from time to time during the period of the contract.
- b. Shall be able to provide 95% coverage within the geo-fenced area with a minimum occupation of 7 hours in the geo fence on daily basis. Any shortfall in coverage of allotted stretch will also be considered as non-performance on any particular day. RMP is entitled to take one weekly off based on the ROTA.

- c. Shall gather intelligence in terms of the cues as below
1. Sudden influx of earth moving mining / construction equipment / pole excavator & trenching machine in the area within the eyesight of ROU.
 2. Blasting or Surface mining in the area within the eyesight of ROU
 3. Indication towards upcoming new buildings, well derricks, residential colony developments, property developments etc.
 4. Alertness to see through forth-coming political meetings, local festivals, stage/enclosures for fairs.
 5. Grading, Resurfacing, or Construction of new roads, streets, ditches or waterways.
 6. Subsidence or earth movement with particular attention to areas near water bodies & their embankments.
 7. Changes of the location of swamps, creeks, or riverbeds on or near the pipeline ROU
 8. Dumping of dead animals, debris or trees in pipeline ROU
 9. Sudden withering or drying up of vegetation amongst greenery
 10. Oil traces on surface of water body
- d. Ensure to check the authority/approval with the personnel carrying out maintenance work along the pipeline/SV/IP stations. He shall also confirm the availability of work permit with the maintenance crew and record the same in his logbook and report the activities. The Contractor/his personnel shall carry out all legitimate/relevant orders related to safety of pipeline and its operations.
- e. Promptly report to BPCL authorities of any attempts of encroachment of ROW (Right of Way)/ ROU (Right Of Use), any construction over the route, sabotage or tap the pipeline or destruction caused to any equipment/post/pipeline fixture due to any accident or vagaries of nature.
- f. Report leakages, line rupture, incidents of fire adjacent to pipeline route, incidents of fire arising out of product leakages from the pipeline, etc. to BPCL authorities, Fire brigade and Police etc.
- g. Recording all the information/report of the incidents apart from communicating the same to BPCL authorities and his supervisor in the Logbook/daily report.
- h. Promptly report suspected movement of any vehicle or oil tanker in his area of control to ROU officer and respective control room.
- i. Use fastest mode of communication to report such events without loss of time to designated Officer/control room. Contractor and his personnel shall use mobile for quick communication.
- j. Assisting the Police and other authorities in investigation in case of accident/crime or any incident, report/submit FIR/ give evidence to the Police about the incident.
- k. Shall act as a member of the auxiliary firefighting squad, carry out crowd control and report to BPCL authorities and Police/Fire brigade authorities. Ensure to follow the safety rules and regulations related to pipeline operations and handling of emergency as prescribed from time to time.
- l. Shall carry GPS device provided by Contractor while carrying out the line walking in his spread. He has to ensure that device is fully charged before commencement of duty.
- m. Any non- performance by RMP/ RMS / Reliever, a penalty of **Rs.1,200/-** per Security personnel per day will be levied on the contractor and shall be recovered from any dues payable to the contractor.

- n. Shall immediately inform BPCL's ROU officer any communications from any of the interested parties in ROU. Any lapses in this will be considered as non-performance and will be penalized as stated elsewhere in this scope of work.
- o. Shall participate in ERDMP drills.
- p. Shall perform all assigned tasks during all exigencies over and above deployment of security at site.
- q. RMP reliever shall have a stretch of 60 km approx. however it may vary as per the site conditions. Reliever has to perform the duty of the RMP for 6 Nos of RMP during their week off days.
- r. RMP Relievers shall abide by all the rules and responsibilities of RMP.
- s. Shall use available transport mode to reach the place of duty on time.

2.4 RESPONSIBILITIES OF ROU MONITORING SUPERVISOR (RMS)

- a. Shall directly control and monitor the RMP/ Reliever/ ER deployment as per ROTA.
- b. Shall report to respective ROU Officer on daily basis over the phone about ROU activities and submit the daily reports to respective ROU Officer.
- c. Shall perform physical ground surveillance of the entire assigned stretch at least twice in a month. Noncompliance will attract a penalty of Rs.1,200/- per stretch not covered per month
- d. Shall be required to submit weekly report to respective ROU Officer.
- e. Shall ensure that the RMP/Reliever/ Emergency responder are patrolling their assigned section of pipeline on daily basis without fail as per schedule and finding /confirmation in this regard to be advised to concerned ROU Officer on daily basis.
- f. Working hours shall be 08 hours and duration of work shall be as per the requirement of BPCL. Shall avail one weekly off as per the ROTA which will vary from time to time during the period of the contract.
- g. Shall gather intelligence in terms of the cues as below;
 - 1. Sudden influx of earth moving mining / construction equipment in the area within the eyesight of ROU.
 - 2. Blasting or Surface mining in the area within the eyesight of ROU.
 - 3. Indication towards upcoming new buildings, well derricks, residential colony developments, property developments etc.
 - 4. Alertness to see through forth-coming political meetings, local festivals, stage/enclosures for fairs.
 - 5. Grading, Resurfacing, or Construction of new roads, streets, ditches or waterways.
 - 6. Subsidence or earth movement with particular attention to areas near water bodies & their embankments.
 - 7. Changes of the location of swamps, creeks, or riverbeds on or near the pipeline ROU
 - 8. Dumping of dead animals, debris or trees in pipeline ROU.
 - 9. Sudden withering or drying up of vegetation amongst greenery.
 - 10. Oil traces on surface of water body.
- h. Shall perform a minimum of 04 surprise visits per week to check the alertness of the RMP on random intervals and inform the details of the surprise check to ROU Officer through verbal communication immediately.

- i. Shall submit the surprise check report to ROU Officer within 2 days of each surprise check.
- j. Shall assist maintenance crew to identify locations of the pipeline and extend all requisite support including physical presence at work spot.
- k. shall ensure that no tapping, pilferage, theft, damage, & further he shall ensure there should not be any removal of soil from pipeline ROU, excavation, blasting near Pipeline ROU without permission of BPCL and or any unauthorized activities in pipeline ROU / ROW takes place.
- l. Shall also ensure that no encroachment happens in the pipeline ROU. Any such encroachment shall be treated as non-performance.
- m. Promptly report to ROU Officer of any attempts of encroachment of ROW (Right of Way)/ ROU (Right Of Use), any construction over the route, sabotage or tap the pipeline or destruction caused to any equipment/post/pipeline fixture due to any accident or vagaries of nature.
- n. Shall coordinate with third parties to remove the encroachment from BPCL ROU if any including taking help from statutory authorities to remove encroachment.
- o. Shall assist BPCL in filing the FIR with Police and participate in any investigation by the police or any other agencies or by internal team of BPCL by giving facts well known and evidenced.
- p. Shall take a detailed stock of the ROU assets (Warning Boards, KM Markers, Aerial Markers, ROU/ROW Boundary Stones, Boundary demarcation stones in forest area, Anode Beds, TLP Boxes, OFC Joint Markers, Polarization cells, Solid State Devices, Vent pipes, Drainpipes in cased crossings etc. for each spread jointly with BPCL ROU Officer before commencement of the contract.
- q. Shall ensure the same is verified and ensured on a monthly basis and report is submitted to ROU Officer on quarterly basis.
- r. Shall participate in all review meetings.
- s. Shall coordinate and supervise the work being carried out near or on BPCL pipeline and within ROU to safeguard pipeline, OFC and ROU assets.
- t. Shall visit and submit report of visit to all SV / IP Stations in his stretch at a minimum frequency of two visits per station per month.
- u. Shall be available on mobile all the time.
- v. Use fastest mode of communication to report any events without loss of time to designated Officer/control room/police authority. Supervisors shall use mobile for quick communication
- w. Shall carry GPS device provided by Contractor while carrying out the duty in his spread. He has to ensure that device is fully charged before commencement of duty.
- x. Shall organize and participate in village awareness program.
- y. Shall coordinate as per guidance from BPCL and participate in ERDMP drills.
- z. Shall perform all assigned task during all exigencies over and above deployment of security at site
 - aa. Shall ensure that all Surveillance personnel use Safety shoes/ Monsoon shoes, Snake bite anklet and are in prescribed attire at all the time during the duty.
 - bb. Shall ensure that security guards are on duty in prescribed attire at all times in SV and IP Station.

- cc. Shall prepare the daily ROTA for ROU Surveillance and Security Services, monitor their performance, prepare their attendance sheet and submit the same to the contractor and ROU officer.

2.5 RESPONSIBILITIES OF NIGHT PATROLLING CREW

1. The Contractor shall deploy a crew for night patrolling of the ROU, SV, IP stations and other designated areas as per the direction of respective BPCL ROU officer /Engineer in charge. The night patrolling crew shall be provided as per the detailed specifications given below and each night patrolling crew shall consist of
 - a. One Armed Security Guard (ASG)
 - b. One ROU Monitoring Supervisor (RMS Night)
2. The Contractor shall provide night patrolling personnel for monitoring of pipeline in nighttime of 8 hours duty as required and directed from time to time by respective mainline officer of BPCL / ROU in Charge.
3. The Contractor shall directly supervise and control the personnel employed and shall also employ responsible supervisors to be always present along with Armed Security Guards to ensure discipline & behavior and pipeline safety all the time.
4. The Contractor shall provide licensed Gun to the Armed Security Guard who is qualified to operate it. Armed security guards must have a valid license to operate the gun. The Armed Security Guard shall use the gun as per relevant act and shall be governed by the same.
5. The personnel deployed by the contractor shall follow the instruction of the BPCL ROU officer regarding the ROU monitoring work on the Pipeline during night patrolling.
6. ROU Monitoring Supervisor (RMS Night) shall prepare his night visit report during his visits to the various critical points detailing time of visit and site condition and observations on BPCL pipeline and night reports to be submitted on weekly basis to ROU Officer.
7. The Contractor shall ensure that Armed Security Guard /RMS Night report to duty for 8 hours which can be extended for 12 hours in case of exigency. Armed security guard, RMS Night deployed for night patrolling should be exclusively for night patrolling only & the contractor shall ensure that the employed Night Patrolling teams get sufficient rest during daytime.
8. The Contractor shall be solely responsible for the safety of their personnel during night patrolling and to provide them adequate and necessary equipment and shall ensure to have them properly covered by registered insurance company policies for injury or loss of life of the contractor's personnel or ESIC whichever is applicable.
9. Contractor shall observe and implement all applicable statutes and Rules framed there under which are beneficial to the staff/workmen employed by him/them and BPCL shall in no event be liable or responsible for any default that will arise out of non-observance of such law/rules on the part of the contractor and that the contractor shall indemnify and keep indemnified BPCL the same and from the proceedings in respect thereof.
10. The night personnel crew shall be removed from duty if he is found to be under the influence of alcoholic beverages or any unlawful activity.
11. The Contractor shall provide licensed gun with minimum two bores or higher version with valid license issued by competent authority. The license copy shall be provided to BPCL ROU officer and Engineer In-Charge and ASG shall be in the possession of Arm license

always while on duty.

12. Night patrolling crew shall report to BPCL authorities of any attempt / any construction over the route, sabotage or tapping, leakages, line rupture, incidents of fire adjacent to pipeline route, fire arising out of product leakages from the pipeline, any damage / destruction caused to pipeline, OFC, ROU assets.
13. Use fastest mode of communication to report such events without loss of time to designated Officer/control room/police authority. Contractor and his personnel shall use mobile for quick communication. The NP crew shall assist the Police and other authorities in investigation, provide evidences, reporting the incident witnessed in case of any accident.
14. The NP personnel shall act as a member of the auxiliary firefighting squad, carry out crowd control and report to BPCL authorities and Police/Fire brigade authorities. Ensure to follow the safety rules and regulations related to pipeline operations and handling of emergency as prescribed from time to time.
15. RMS-N shall inform the patrolling status to control room whenever visit to SV station enroute the patrolling route.
16. Armed Security Guards (ASG) shall.
 - a. Carry out night patrolling at specified locations to safeguard BPCL pipeline and they may have to carry out line walking in the night from time to time as specified by BPCL officer.
 - b. Shall be physically & mentally fit to carry the licensed arms while on duty.
 - c. Make all the efforts to safeguard BPCL pipeline during their work near pipeline. Carry out the jobs assigned by BPCL authorities from time to time related to safety of pipeline.
 - d. Carry the licensed gun with live magazine and he should have valid license to operate it in the state of use.
 - e. Shall carry the gun license at all times while on duty.
 - f. Be available on mobile all the time.

2.6 RESPONSIBILITIES OF ROU MONITORING PERSONNEL – EMERGENCY RESPONDER (ER)

- a. Shall verify all PIDS alerts on daily basis on the assigned stretch on the pipeline route.
- b. Carry out Monitoring & physical ground foot patrolling whenever duty is assigned by ROU officer on the assigned stretch on the pipeline route. One week off shall be provided as per the ROTA which will vary from time to time during the period of the contract.
- c. Shall report on daily basis to ROU officer/RMSD/RMSN and provide the status of about the PIDS alarms. Pending alarm details to be communicated to ROU officer /RMS/RMSN.
- d. Shall coordinate with control room, RMSD and RMS-N for verifying the PIDS alerts.
- e. Shall check the pipeline crossings or line walking if alarm for verification is not available in assigned stretch.
- f. Shall gather intelligence in terms of the cues as below;

1. Sudden influx of earth moving mining / construction equipment/ pole excavator & trenching machine in the area within the eyesight of ROU.
 2. Blasting or Surface mining in the area within the eyesight of ROU
 3. Indication towards upcoming new buildings, well derricks, residential colony developments, property developments etc.
 4. Alertness to see through forthcoming political meetings, local festivals, stage/enclosures for fairs.
 5. Grading, Resurfacing, or Construction of new roads, streets, ditches or waterways.
 6. Subsidence or earth movement with particular attention to areas near water bodies & their embankments.
 7. Changes of the location of swamps, creeks, or riverbeds on or near the pipeline ROU.
 8. Dumping of dead animals, debris or trees in pipeline ROU.
 9. Sudden withering or drying up of vegetation amongst greenery.
 10. Oil traces on surface of water body.
- g. Ensure to check the authority/approval with the personnel carrying out maintenance work along the pipeline/SV/IP stations. He shall also confirm the availability of work permit with the maintenance crew and record the same in his logbook and report the activities. The Contractor/his personnel shall carry out all legitimate/relevant orders related to safety of pipeline and its operations.
 - h. Promptly report to BPCL authorities of any attempts of encroachment of ROW (Right of Way), any construction over the route, sabotage or tap the pipeline or destruction caused to any equipment/post/pipeline fixture due to any accident or vagaries of nature.
 - i. Report leakages, line rupture, incidents of fire adjacent to pipeline route, incidents of fire arising out of product leakages from the pipeline, etc. to BPCL authorities, Fire brigade and Police etc.
 - j. Recording all the information/report of the incidents apart from communicating the same to BPCL authorities and his supervisor in the Logbook/daily report.
 - k. Promptly report suspected movement of any vehicle or oil tanker in his area of control to ROU officer and respective control room.
 - l. Use fastest mode of communication to report such events without loss of time to designated Officer/control room. Contractor and his personnel shall use mobile for quick communication.
 - m. Assisting the Police and other authorities in investigation in case of accident/crime or any incident, report/submit FIR/ give evidence to the Police about the incident.

- n. Shall act as a member of the auxiliary firefighting squad, carry out crowd control and report to BPCL authorities and Police/Fire brigade authorities. Ensure to follow the safety rules and regulations related to pipeline operations and handling of emergency as prescribed from time to time.
- m. Shall carry GPS device provided by Contractor while carrying out the line walking & verification of PIDS alarms on pipeline spread. He must ensure that the device is fully charged before commencement of duty.
- n. Any non- performance by Security emergency responder, a penalty of Rs.1,200/- per ER per day will be levied on the contractor and shall be recovered from any dues payable to the contractor.
- o. Shall immediately inform BPCL's ROU officer any communications from any of the interested parties in ROU. Any lapses in this will be considered as non-performance and will be penalized as stated elsewhere in this scope of work.
- p. Shall perform all assigned task during all exigencies over and above deployment of security at site
- q. ER shall have a varying stretch from 40 km to 60 km approx however it may vary as per the site conditions.
- r. Shall use available transport mode to reach the place of duty on time.

2.7 ROLES & RESPOSIBILTIES OF GPS COORDINATOR-GPSC

ONE dedicated person "GPS Coordinator " shall be deployed for all Pipelines mentioned in scope to look after the following activities but not limited to:

- i. Coordinator GPS shall be positioned at Mumbai Pipelines office to carry out daily activities. Sitting arrangements will be provided by BPCL for "Coordinator GPS" and he shall be guided by ROU officers of BPCL.
- ii. Coordinator GPS should maintain the office space provided within the building in good, hygienic working conditions and should ensure proper upkeep of documentation records.
- iii. Coordinator GPS' working hours shall be 08 hrs. GPS performance of RMP/RMPR/RMS/SER shall be monitored daily from 0900 hrs. to 1730 hrs. by Coordinator GPS and lapses shall be immediately reported to ROU officer of BPCL
- iv. RMP/RMPR/RMS/SER shall be immediately contacted by "Coordinator GPS" for any deviations noticed in GPS based tracking system and feedback to be given to ROU officer of BPCL.
- v. "GPS Coordinator " shall be responsible to collect the faulty GPS devices from RMP/RMPR/RMS/NPV and send the devices for repairing/maintenance purposes. Once healthy GPS devices are received after rectification/maintained, the same shall be handed over to RMP/RMPR/RMS without any further delay. For all such activities separate register shall be maintained. The format will be given by BPCL.
- vi. The "GPS coordinator" shall do reconciliation of GPS devices monthly and report shall be submitted to concern BPCL ROU officer of BPCL. The format will be provided by BPCL

- vii. A separate register shall be maintained by Coordinator GPS for tracking all security personnel daily & recording the observations and reporting the observation to BPCL ROU Officer. The format for logging the tracking details in the register shall be designed as per the instructions of ROU officer.
- viii. Contractor shall provide ONE sets of Laptop with Black & white Printer each at to carryout daily GPS monitoring by "Coordinator GPS". The configuration of the laptop shall be supported to GPS web-based tracking system as described above and of reputed brands like Dell, Lenovo, Acer, HP etc. Power supply for the Laptops and Printers will be provided by BPCL. Maintenance and repairs of Laptop & Printer shall be in the scope of Contractor. Contractors shall load the total expenditure for the same in the admin cost. BPCL shall not pay any cost towards providing Laptop and Printers.

2.8 ROU INTEGRITY (VILLAGE) AWARENESS PROGRAMME

- a. The Contractor shall organize village awareness program in the villages from where pipeline passes in close coordination with respective ROU Officers as per the plan laid by BPCL. A minimum of one such program shall be organized per quarter as per the direction of ROU Officer / Engineer in Charge.
- b. The above program shall be focused on pipeline safety & surveillance and general health and safety tips.
- c. By doing such type of program, villagers must see pipeline surveillance personnel and its officials as their friend and share information related to pipeline.
- d. The contractor shall be paid the actual expenses against authenticated bills up to a maximum amount of **₹5,000/- per program** to cover the administrative cost and other incidental expenses
- e. The Contractor needs to submit proper bills for such expenses to ROU Officer for certification and shall be invoiced along with monthly RA bills.
- f. The above reimbursement is subjected to the submission of the documentary proof of the program in the form of photographs, advance intimation letter to ROU Officer etc.
- g. The contractor shall not be entertained for any additional payment other than the above- mentioned amount.
- h. The above program shall be focused on pipeline safety & surveillance.
- i. The Contractor shall ensure participation of respective surveillance personnel in the program and as directed by an Engineer in Charge / ROU Officer.
- j. The Contractor shall ensure that all safety, security and law& order rules are maintained by all during the event
- k. Contractor shall ensure that the area is well cleared, and no waste is generated and left behind at the program venue. Any waste generated shall be properly disposed of as per local Panchayat/ government norms.

2.9 ERDMP MOCK DRILL (OFF SITE / ON SITE)

- a. The Contractor is required to assist in conducting Offsite Mock Drill in the ROU from where pipeline passes in addition to his normal pipeline surveillance work as per the advice of the ROU Officer.

- b. The contractor shall be paid the actual expenses incurred for carrying out the arrangements for conducting the drill against authenticated bills up to a maximum amount of **₹ 50,000/-** per program to cover the administrative cost and other incidental expenses. The cost shall include the expenses for the below mentioned items
- Supply of vinyl prints of banners & safety signage.
 - Arrangements for tables with white cloth, chairs, mats and tent.
 - Arrangement of audio/video system.
 - Arrangement of photographer.
 - Arrangement of Flower Bouquet for the Dignitaries.
 - Manual excavation of the pit (if required) for the drill & back filling of the same.
- c. Contractor need to submit proper bills for such expenses to ROU Officer for certification and shall be invoiced along with monthly RA bills.
- d. Contractor shall ensure that the area is well cleared, and no waste is generated and left behind at the program venue. Any waste generated shall be properly disposed of as per local panchayat/ Government norms.

3.0 CONTRACT DURATION:

- a. The contract shall be valid for **TWO YEARS** from the date of commencement of Contract.

3.1 ENGINEER- IN – CHARGE

HEAD PIPELINES WESTERN REGION BPCL shall be Engineer -In- Charge. Certification of bill shall be carried out by the person nominated by Engineer-In-Charge and bill shall be processed from the respective plant location.

3.2 PAYMENT TERMS:

- a. Wage revision from time to time shall be affected immediately after relevant wage notifications are published. Payment towards arrears due to Wage revision and related statutory charges shall be claimed on an actual basis separately.
- b. **Service charges quoted and as finalized in bidding shall be paid on wage revision component also.**
- c. Attendance sheet for the security and surveillance personnel deployed shall be submitted to ROU officer along with the monthly bills for its certification (which shall be verified by ROU officer with GPS system and other means).
- d. Monthly Bills shall be submitted to ROU Officer along with the following documents.
1. GPS attendance sheet/Manual attendance sheet – checked and verified by contractor.
 2. GPS Monthly performance sheet– checked and verified by contractor.
 3. Signed and duly stamped monthly attendance Sheet of all Surveillance personnel.
 4. Statement Bank Details of each Surveillance Personnel with Monthly disbursement in line with the wage slip, Detailed Statement indicating following on the Letter Head of the

Contractor duly stamped and signed for following information-(1) Name of Surveillance Personnel (2) Account No (3) IFSC Code (4) Bank Name (5) amount Credited.

3.3 SUMMARY OF PERFORMANCE PAYMENT/RECOVERY

Sr. No.	Description	Penalty/Recovery Amount
1	Non-Performance of duty by security personnel	An amount of Rs.1200/- per person per instance for non-performance of the duty.
2.	Asset damage due to negligence of contractor or his personnel as mentioned in SOW	The amount shall be as per actual damage subject to ₹2,00,000/per incident subject to maximum of ₹10,00,000/- per annum
3.	GPS server uptime goes below 95.0 % in month	An amount of Rs. 10,000/- per month.
4.	GPS Device not working beyond 3 days	Rs 100 per day per GPS device from the date of failure device to the date of restoring the GPS device.

The above recoveries shall be imposed at sole discretion of BPCL, and their decision shall be binding on the contractor. The above-mentioned recoveries shall be made from RA bills/ security deposit, Bank Guarantee or any other sums payable to the contractor. GST or any other tax payable on the above-mentioned recoveries shall be in scope of contractor and shall be deducted from their RA bill / Security deposit.

4.0 BASIC WAGE CALCULATION (EXCLUDING SERVICE CHARGE & GST)

Wage Structure for ROU Monitoring Supervisor (RMS) (watch and ward without arms)					
Sl. No.	Particulars	%	FOR AREA		
			A	B	C
1	Basic Wage / Day		637.00	579.00	494.00
2	Variable Dearness Allowance (V.D.A.)		344.00	314.00	266.00
3	Basic Wages for a Month (26 Days)		16,562.00	15,054.00	12,844.00
4	Variable Dearness Allowance (V.D.A.) for a month (26 Days)		8,944.00	8,164.00	6,916.00
5	Minimum Wages (3+4)		25,506.00	23,218.00	19,760.00
6	Providend Fund (@ 12 % ON 5) subjected to Max total wage ceiling of Rs 15,000	12.00	1,800.00	1,800.00	1,800.00
7	Employees Deposit link Insurance @ 0.50% of ₹15,000	0.50	75.00	75.00	75.00
8	Administrative Charges @ 0.50 % of ₹.15,000	0.50	75.00	75.00	75.00
9	HRA @ 5 % on 5	5.00	1,275.30	1,160.90	988.00
10	E.S.I.C. @ 3.25 % on (5 +9) or subject to a total wage ceiling of Rs. 21,000 per month are exempted from the ESI contribution)	3.25			674.31
11	Leave with wages @ 4.8 % on 5	4.80	1,224.29	1,114.46	948.48
12	Uniform (Fixed @ 400/Month)		400.00	400.00	400.00
13	Bonus @ 8.33 % on 5 or subject to a total wage ceiling of Rs. 21,000 as per the Bonus Act)	8.33			1,646.01
14	Incidental Allowance towards conveyance, uniform washing and educational allowance (Fixed per month))		750.00	750.00	750.00
15	Night Allowance (Fixed)		0.00	0.00	0.00
16	SUB-TOTAL (5 to 15)		31,105.59	28,593.36	27,116.80
17	GPS Surveillance (incl.mobile data & Voice pack) (Fixed per month)		1,500.00	1,500.00	1,500.00
18	Travelling Allowance (Fixed per Month)		3,500.00	3,500.00	3,500.00
19	Personal Accident Insurance for security personnel with a sum insured of ₹7,00,000 each, covering Death, TTD, and Permanent Disablement, along with a Medclaim policy to cover medical expenses. The policy will also cover the spouse of the security personnel with a sum insured of ₹3,00,000, for Death, TTD, and Permanent Disablement, including medical expenses. The policy will cover Compensation Liability under the Employee's Compensation Act,		450	450	0

	1923, wherever contribution to ESIC is exempted on the wage ceiling of ₹21,000/- and above.			
20	Sub Total (16 to 19)	36,555.59	34,043.36	32,116.80

Wage Structure for Wage Structure for Security Emergency Responder (SER)(watch and ward without arms)					
Sl. No.	Particulars	%	FOR AREA		
			A	B	C
1	Basic Wage / Day		637.00	579.00	494.00
2	Variable Dearness Allowance (V.D.A.)		344.00	314.00	266.00
3	Basic Wages for a Month (26 Days)		16,562.00	15,054.00	12,844.00
4	Variable Dearness Allowance (V.D.A.) for a month (26 Days)		8,944.00	8,164.00	6,916.00
5	Minimum Wages (3+4)		25,506.00	23,218.00	19,760.00
6	Providend Fund (@ 12 % ON 5) subjected to Max total wage ceiling of Rs 15,000	12.00	1,800.00	1,800.00	1,800.00
7	Employees Deposit link Insurance @ 0.50% of ₹15,000	0.50	75.00	75.00	75.00
8	Administrative Charges @ 0.50 % of ₹.15,000	0.50	75.00	75.00	75.00
9	HRA @ 5 % on 5	5.00	1,275.30	1,160.90	988.00
10	E.S.I.C. @ 3.25 % on (5 +9) or subject to a total wage ceiling of Rs. 21,000 per month are exempted from the ESI contribution)	3.25			674.31
11	Leave with wages @ 4.8 % on 5	4.80	1,224.29	1,114.46	948.48
12	Uniform (Fixed @ 400/Month)		400.00	400.00	400.00
13	Bonus @ 8.33 % on 5 or subject to a total wage ceiling of Rs. 21,000 as per the Bonus Act)	8.33			1,646.01
14	Incidental Allowance towards conveyance, uniform washing and educational allowance (Fixed per month))		750.00	750.00	750.00
15	Night Allowance (Fixed)		0.00	0.00	0.00
16	SUB-TOTAL (5 to 15)		31,105.59	28,593.36	27,116.80
17	GPS Surveillance (incl.mobile data & Voice pack) (Fixed per month)		1,500.00	1,500.00	1,500.00
18	Travelling Allowance (Fixed per Month)		2,500.00	2,500.00	2,500.00

19	Personal Accident Insurance for security personnel with a sum insured of ₹7,00,000 each, covering Death, TTD, and Permanent Disablement, along with a Mediclaim policy to cover medical expenses. The policy will also cover the spouse of the security personnel with a sum insured of ₹3,00,000, for Death, TTD, and Permanent Disablement, including medical expenses. The policy will cover Compensation Liability under the Employee's Compensation Act, 1923, wherever contribution to ESIC is exempted on the wage ceiling of ₹21,000/- and above		450.00	450.00	-
20	Sub Total (16 to 19)		35,555.59	33,043.36	31,116.80

Wage Structure for ROU Monitoring Supervisor Night (RMSN) (watch and ward without arms)					
Sl. No.	Particulars	%	FOR AREA		
			A	B	C
1	Basic Wage / Day		637.00	579.00	494.00
2	Variable Dearness Allowance (V.D.A.)		344.00	314.00	266.00
3	Basic Wages for a Month (26 Days)		16,562.00	15,054.00	12,844.00
4	Variable Dearness Allowance (V.D.A.) for a month (26 Days)		8,944.00	8,164.00	6,916.00
5	Minimum Wages (3+4)		25,506.00	23,218.00	19,760.00
6	Provident Fund (@ 12 % ON 5) subjected to Max total wage ceiling of Rs 15,000	12.00	1,800.00	1,800.00	1,800.00
7	Employees Deposit link Insurance @ 0.50% of ₹15,000	0.50	75.00	75.00	75.00
8	Administrative Charges @ 0.50 % of ₹.15,000	0.50	75.00	75.00	75.00
9	HRA @ 5 % on 5	5.00	1,275.30	1,160.90	988.00
10	E.S.I.C. @ 3.25 % on (5 +9) or subject to a total wage ceiling of Rs. 21,000 per month are exempted from the ESI contribution)	3.25			674.31
11	Leave with wages @ 4.8 % on 5	4.80	1,224.29	1,114.46	948.48
12	Uniform (Fixed @ 400/Month)		400.00	400.00	400.00
13	Bonus @ 8.33 % on 5	8.33			1,646.01
14	Incidental Allowance towards conveyance, uniform washing and educational allowance (Fixed per month))		750.00	750.00	750.00
15	Night Allowance (Fixed)		500.00	500.00	500.00
16	SUB-TOTAL (5 to 15)		31,605.59	29,093.36	27,616.80

17	GPS Surveillance (incl.mobile data & Voice pack) (Fixed per month)		1,500.00	1,500.00	1,500.00
18	Travelling Allowance (Fixed per Month)		0.00	0.00	0.00
19	Personal Accident Insurance for security personnel with a sum insured of ₹7,00,000 each, covering Death, TTD, and Permanent Disablement, along with a Mediclaim policy to cover medical expenses. The policy will also cover the spouse of the security personnel with a sum insured of ₹3,00,000, for Death, TTD, and Permanent Disablement, including medical expenses. The policy will cover Compensation Liability under the Employee's Compensation Act, 1923, wherever contribution to ESIC is exempted on the wage ceiling of ₹21,000/- and above		450.00	450.00	0.00
20	Sub Total (16 to 19)		33,555.59	31,043.36	29,116.80

Wage Structure for Armed Security Guard (ASG) (watch and ward with arms)					
Sl. No.	Particulars	%	FOR AREA		
			A	B	C
1	Basic Wage / Day		693.00	637.00	579.00
2	Variable Dearness Allowance (V.D.A.)		372.00	344.00	314.00
3	Basic Wages for a Month (26 Days)		18,018.00	16,562.00	15,054.00
4	Variable Dearness Allowance (V.D.A.) for a month (26 Days)		9,672.00	8,944.00	8,164.00
5	Minimum Wages (3+4)		27,690.00	25,506.00	23,218.00
6	Providend Fund (@ 12 % ON 5) subjected to Max total wage ceiling of Rs 15,000	12.00	1,800.00	1,800.00	1,800.00
7	Employees Deposit link Insurance @ 0.50% of ₹15,000	0.50	75.00	75.00	75.00
8	Administrative Charges @ 0.50 % of ₹.15,000	0.50	75.00	75.00	75.00
9	HRA @ 5 % on 5	5.00	1,384.50	1,275.30	1,160.90
10	E.S.I.C. @ 3.25 % on (5 +9) or subject to a total wage ceiling of Rs. 21,000 per month are exempted from the ESI contribution)	3.25			
11	Leave with wages @ 4.8 % on 5	4.80	1,329.12	1,224.29	1,114.46
12	Uniform (Fixed @ 400/Month)		400.00	400.00	400.00
13	Bonus @ 8.33 % on 5 or subject to a total wage ceiling of Rs. 21,000 as per the Bonus Act)	8.33			
14	Incidental Allowance towards conveyance, uniform washing and educational allowance (Fixed per month))		750.00	750.00	750.00
15	Night Allowance (Fixed)		500.00	500.00	500.00
16	SUB-TOTAL (5 to 15)		34,003.62	31,605.59	29,093.36
17	GPS Surveillance (incl.mobile data & Voice pack) (Fixed per month)		0.00	0.00	0.00
18	Travelling Allowance (Fixed per Month)		0.00	0.00	0.00

19	Personal Accident Insurance for security personnel with a sum insured of ₹7,00,000 each, covering Death, TTD, and Permanent Disablement, along with a Mediclaim policy to cover medical expenses. The policy will also cover the spouse of the security personnel with a sum insured of ₹3,00,000, for Death, TTD, and Permanent Disablement, including medical expenses. The policy will cover Compensation Liability under the Employee's Compensation Act, 1923, wherever contribution to ESIC is exempted on the wage ceiling of ₹21,000/- and above		450.00	450.00	450.00
20	Sub Total (16 to 19)		34,453.62	32,055.59	29,543.36

Wage Structure for Security Guard (SG)(watch and ward without arms)					
Sl. No.	Particulars	%	FOR AREA		
			A	B	C
1	Basic Wage / Day		637.00	579.00	494.00
2	Variable Dearness Allowance (V.D.A.)		344.00	314.00	266.00
3	Basic Wages for a Month (26 Days)		16,562.00	15,054.00	12,844.00
4	Variable Dearness Allowance (V.D.A.) for a month (26 Days)		8,944.00	8,164.00	6,916.00
5	Minimum Wages (3+4)		25,506.00	23,218.00	19,760.00
6	Provident Fund (@ 12 % ON 5) subjected to Max total wage ceiling of Rs 15,000	12.00	1,800.00	1,800.00	1,800.00
7	Employees Deposit link Insurance @ 0.50% of ₹15,000	0.50	75.00	75.00	75.00
8	Administrative Charges @ 0.50 % of ₹.15,000	0.50	75.00	75.00	75.00
9	HRA @ 5 % on 5	5.00	1,275.30	1,160.90	988.00
10	E.S.I.C. @ 3.25 % on (5 +9) or subject to a total wage ceiling of Rs. 21,000 per month are exempted from the ESI contribution)	3.25			674.31
11	Leave with wages @ 4.8 % on 5	4.80	1,224.29	1,114.46	948.48
12	Uniform (Fixed @ 400/Month)		400.00	400.00	400.00
13	Bonus @ 8.33 % on 5 or subject to a total wage ceiling of Rs. 21,000 as per the Bonus Act)	8.33			1,646.01
14	Incidental Allowance towards conveyance, uniform washing and educational allowance (Fixed per month))		750.00	750.00	750.00
15	Night Allowance (Fixed)		0.00	0.00	0.00
16	SUB-TOTAL (5 to 15)		31,105.59	28,593.36	27,116.80
17	GPS Surveillance (incl.mobile data & Voice pack) (Fixed per month)		0.00	0.00	0.00
18	Travelling Allowance (Fixed per Month)		0.00	0.00	0.00

19	Personal Accident Insurance for security personnel with a sum insured of ₹7,00,000 each, covering Death, TTD, and Permanent Disablement, along with a Mediclaim policy to cover medical expenses. The policy will also cover the spouse of the security personnel with a sum insured of ₹3,00,000, for Death, TTD, and Permanent Disablement, including medical expenses. The policy will cover Compensation Liability under the Employee's Compensation Act, 1923, wherever contribution to ESIC is exempted on the wage ceiling of ₹21,000/- and above		450.00	450.00	0.00
20	Sub Total (16 to 19)		31,555.59	29,043.36	27,116.80

Wage Structure for Security Guard Reliever(SGR)(watch and ward without arms)					
Sl. No.	Particulars	%	FOR AREA		
			A	B	C
1	Basic Wage / Day		637.00	579.00	494.00
2	Variable Dearness Allowance (V.D.A.)		344.00	314.00	266.00
3	Basic Wages for a Month (26 Days)		16,562.00	15,054.00	12,844.00
4	Variable Dearness Allowance (V.D.A.) for a month (26 Days)		8,944.00	8,164.00	6,916.00
5	Minimum Wages (3+4)		25,506.00	23,218.00	19,760.00
6	Providend Fund (@ 12 % ON 5) subjected to Max total wage ceiling of Rs 15,000	12.00	1,800.00	1,800.00	1,800.00
7	Employees Deposit link Insurance @ 0.50% of ₹15,000	0.50	75.00	75.00	75.00
8	Administrative Charges @ 0.50 % of ₹.15,000	0.50	75.00	75.00	75.00
9	HRA @ 5 % on 5	5.00	1,275.30	1,160.90	988.00
10	E.S.I.C. @ 3.25 % on (5 +9) or subject to a total wage ceiling of Rs. 21,000 per month are exempted from the ESI contribution)	3.25			674.31
11	Leave with wages @ 4.8 % on 5	4.80	1,224.29	1,114.46	948.48
12	Uniform (Fixed @ 400/Month)		400.00	400.00	400.00
13	Bonus @ 8.33 % on 5 or subject to a total wage ceiling of Rs. 21,000 as per the Bonus Act)	8.33			1,646.01
14	Incidental Allowance towards conveyance, uniform washing and educational allowance (Fixed per month)		750.00	750.00	750.00
15	Night Allowance (Fixed)		0.00	0.00	0.00
16	SUB-TOTAL (5 to 15)		31,105.59	28,593.36	27,116.80

17	GPS Surveillance (incl.mobile data & Voice pack) (Fixed per month)		0.00	0.00	0.00
18	Travelling Allowance (Fixed per Month)		2,500.00	2,500.00	2,500.00
19	Personal Accident Insurance for security personnel with a sum insured of ₹7,00,000 each, covering Death, TTD, and Permanent Disablement, along with a Mediclaim policy to cover medical expenses. The policy will also cover the spouse of the security personnel with a sum insured of ₹3,00,000, for Death, TTD, and Permanent Disablement, including medical expenses. The policy will cover Compensation Liability under the Employee's Compensation Act, 1923, wherever contribution to ESIC is exempted on the wage ceiling of ₹21,000/- and above		450.00	450.00	-
20	Sub Total (16 to 19)		34,055.59	31,543.36	29,616.80

Wage Structure for Security Guard Reliever(SGR)(watch and ward without arms)					
Sl. No.	Particulars	%	FOR AREA		
			A	B	C
1	Basic Wage / Day		637.00	579.00	494.00
2	Variable Dearness Allowance (V.D.A.)		344.00	314.00	266.00
3	Basic Wages for a Month (26 Days)		16,562.00	15,054.00	12,844.00
4	Variable Dearness Allowance (V.D.A.) for a month (26 Days)		8,944.00	8,164.00	6,916.00
5	Minimum Wages (3+4)		25,506.00	23,218.00	19,760.00
6	Providend Fund (@ 12 % ON 5) subjected to Max total wage ceiling of Rs 15,000	12.00	1,800.00	1,800.00	1,800.00
7	Employees Deposit link Insurance @ 0.50% of ₹15,000	0.50	75.00	75.00	75.00
8	Administrative Charges @ 0.50 % of ₹.15,000	0.50	75.00	75.00	75.00
9	HRA @ 5 % on 5	5.00	1,275.30	1,160.90	988.00
10	E.S.I.C. @ 3.25 % on (5 +9) or subject to a total wage ceiling of Rs. 21,000 per month are exempted from the ESI contribution)	3.25			674.31
11	Leave with wages @ 4.8 % on 5	4.80	1,224.29	1,114.46	948.48
12	Uniform (Fixed @ 400/Month)		400.00	400.00	400.00
13	Bonus @ 8.33 % on 5 or subject to a total wage ceiling of Rs. 21,000 as per the Bonus Act)	8.33			1,646.01
14	Incidental Allowance towards conveyance, uniform washing and educational allowance (Fixed per month)		750.00	750.00	750.00
15	Night Allowance (Fixed)		0.00	0.00	0.00

16	SUB-TOTAL (5 to 15)		31,105.59	28,593.36	27,116.80
17	GPS Surveillance (incl.mobile data & Voice pack) (Fixed per month)		0.00	0.00	0.00
18	Travelling Allowance (Fixed per Month)		-	-	-
19	Personal Accident Insurance for security personnel with a sum insured of ₹7,00,000 each, covering Death, TTD, and Permanent Disablement, along with a Mediclaim policy to cover medical expenses. The policy will also cover the spouse of the security personnel with a sum insured of ₹3,00,000, for Death, TTD, and Permanent Disablement, including medical expenses. The policy will cover Compensation Liability under the Employee's Compensation Act, 1923, wherever contribution to ESIC is exempted on the wage ceiling of ₹21,000/- and above.		450.00	450.00	-
20	Mobile Data and Laptop Arrangement Charges(incl.mobile data & laptop -including rental,maintenance, and any other related expenses) (Fixed per month)		1,500.00	1,500.00	1,500.00
21	Sub Total (16 to 20)		33,055.59	30,543.36	28,616.80

Wage Structure for ROU Monitoring Personnel (RMP)					
Sl. No.	Particulars	%	FOR AREA		
			A	B	C
1	Basic Wage / Day		637.00	579.00	494.00
2	Variable Dearness Allowance (V.D.A.)		344.00	314.00	266.00
3	Basic Wages for a Month (26 Days)		16,562.00	15,054.00	12,844.00
4	Variable Dearness Allowance (V.D.A.) for a month (26 Days)		8,944.00	8,164.00	6,916.00
5	Minimum Wages (3+4)		25,506.00	23,218.00	19,760.00
6	Provident Fund (@ 12 % ON 5) subjected to Max total wage ceiling of Rs 15,000	12.00	1,800.00	1,800.00	1,800.00
7	Employees Deposit link Insurance @ 0.50% of ₹15,000	0.50	75.00	75.00	75.00
8	Administrative Charges @ 0.50 % of ₹.15,000	0.50	75.00	75.00	75.00
9	HRA @ 5 % on 5	5.00	1,275.30	1,160.90	988.00
10	E.S.I.C. @ 3.25 % on (5 +9) or subject to a total wage ceiling of Rs. 21,000 per month are exempted from the ESI contribution)	3.25			674.31
11	Leave with wages @ 4.8 % on 5	4.80	1,224.29	1,114.46	948.48
12	Uniform (Fixed @ 400/Month)		400.00	400.00	400.00
13	Bonus @ 8.33 % on 5 or subject to a total wage ceiling of Rs. 21,000 as per the Bonus Act)	8.33			1,646.01
14	Incidental Allowance towards conveyance, uniform washing and educational allowance (Fixed per month))		750.00	750.00	750.00
15	Night Allowance (Fixed)		0.00	0.00	0.00
16	SUB-TOTAL (5 to 15)		31,105.59	28,593.36	27,116.80

17	GPS Surveillance (incl.mobile data & Voice pack) (Fixed per month)		1,500.00	1,500.00	1,500.00
18	Travelling Allowance (Fixed per Month)		0.00	0.00	0.00
19	Personal Accident Insurance for security personnel with a sum insured of ₹7,00,000 each, covering Death, TTD, and Permanent Disablement, along with a Mediclaim policy to cover medical expenses. The policy will also cover the spouse of the security personnel with a sum insured of ₹3,00,000, for Death, TTD, and Permanent Disablement, including medical expenses. The policy will cover Compensation Liability under the Employee's Compensation Act, 1923, wherever contribution to ESIC is exempted on the wage ceiling of ₹21,000/- and above		450.00	450.00	0.00
20	Sub Total (16 to 19)		33,055.59	30,543.36	28,616.80

Wage Structure for ROU Monitoring Personnel (RMP) for emergency works (watch and ward without arms)

Sl. No.	Particulars	%	FOR AREA		
			A	B	C
1	Basic Wage / Day		637.00	579.00	494.00
2	Variable Dearness Allowance (V.D.A.)		260.00	237.00	201.00
3	Basic Wages for a Month (26 Days)		16,562.00	15,054.00	12,844.00
4	Variable Dearness Allowance (V.D.A.) for a month (26 Days)		6,760.00	6,162.00	5,226.00
5	Minimum Wages (3+4)		23,322.00	21,216.00	18,070.00
6	Providend Fund (@ 12 % of ₹.15,000)	12.00	1,800.00	1,800.00	1,800.00
7	Employees Deposit link Insurance @ 0.50% of ₹15,000	0.50	75.00	75.00	75.00
8	Administrative Charges @ 0.50 % of ₹.15,000	0.50	75.00	75.00	75.00
9	HRA @ 5 % on 5	5.00	1,166.10	1,060.80	903.50
10	E.S.I.C. @ 3.25 % on (5 +9)	3.25			616.64
11	Leave with wages @ 4.8 % on 5	4.80	1,119.46	1,018.37	867.36
12	Uniform (Fixed @ 400/Month)		400.00	400.00	400.00
13	Bonus @ 8.33 % on 5	8.33			1,505.23
14	Incidental Allowance towards conveyance, uniform washing and educational allowance (Fixed per month))		750.00	750.00	750.00
15	Night Allowance (Fixed)		0.00	0.00	0.00
16	SUB-TOTAL (5 to 15)		28,707.56	26,395.17	25,062.73
17	GPS Surveillance (incl.mobile data & Voice pack) (Fixed per month)		1,500.00	1,500.00	1,500.00
18	Travelling Allowance (Fixed per Month)				
19	Sub Total (16 to 18)		30,207.56	27,895.17	26,562.73

Wage Structure for ROU Monitoring Personnel RELIEVER (RMP RELIEVER) (watch and ward without arms)					
Sl. No.	Particulars	%	FOR AREA		
			A	B	C
1	Basic Wage / Day		637.00	579.00	494.00
2	Variable Dearness Allowance (V.D.A.)		344.00	314.00	266.00
3	Basic Wages for a Month (26 Days)		16,562.00	15,054.00	12,844.00
4	Variable Dearness Allowance (V.D.A.) for a month (26 Days)		8,944.00	8,164.00	6,916.00
5	Minimum Wages (3+4)		25,506.00	23,218.00	19,760.00
6	Providend Fund (@ 12 % ON 5) subjected to Max total wage ceiling of Rs 15,000	12.00	1,800.00	1,800.00	1,800.00
7	Employees Deposit link Insurance @ 0.50% of ₹15,000	0.50	75.00	75.00	75.00
8	Administrative Charges @ 0.50 % of ₹.15,000	0.50	75.00	75.00	75.00
9	HRA @ 5 % on 5	5.00	1,275.30	1,160.90	988.00
10	E.S.I.C. @ 3.25 % on (5 +9) or subject to a total wage ceiling of Rs. 21,000 per month are exempted from the ESI contribution)	3.25			674.31
11	Leave with wages @ 4.8 % on 5	4.80	1,224.29	1,114.46	948.48
12	Uniform (Fixed @ 400/Month)		400.00	400.00	400.00
13	Bonus @ 8.33 % on 5 or subject to a total wage ceiling of Rs. 21,000 as per the Bonus Act)	8.33			1,646.01
14	Incidental Allowance towards conveyance, uniform washing and educational allowance (Fixed per month))		750.00	750.00	750.00
15	Night Allowance (Fixed)		0.00	0.00	0.00
16	SUB-TOTAL (5 to 15)		31,105.59	28,593.36	27,116.80
17	GPS Surveillance (incl.mobile data & Voice pack) (Fixed per month)		1,500.00	1,500.00	1,500.00
18	Travelling Allowance (Fixed per Month)		2,500.00	2,500.00	2,500.00

19	Personal Accident Insurance for security personnel with a sum insured of ₹7,00,000 each, covering Death, TTD, and Permanent Disablement, along with a Mediclaim policy to cover medical expenses. The policy will also cover the spouse of the security personnel with a sum insured of ₹3,00,000, for Death, TTD, and Permanent Disablement, including medical expenses. The policy will cover Compensation Liability under the Employee's Compensation Act, 1923, wherever contribution to ESIC is exempted on the wage ceiling of ₹21,000/- and above		450.00	450.00	
20	Sub Total (16 to 19)		35,555.59	33,043.36	31,116.80

File No.1/6(6)/2025-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 28/03/2025

ORDER

In exercise of the powers conferred by Central Government vide Notification No. S.U. 191(b) dated 19th January, 2017 of the Ministry of Labour and Employment the undersigned hereby revise the rates of Variable Dearness Allowance on the basis of the average Consumer Price Index for Industrial workers reaching 413.42 from 402.09 as on 31.12.2024 (Base 2016=100) and thereby resulting in an increase of 11.33 points. The revised Variable Dearness Allowance as under shall be payable from 01.04.2025:-

I. RATES OF VDA for employees employed in **WATCH & WARD (without arms)** shall be as under:-

AREA	RATES OF V.D.A. PER DAY (in Rs.)
A	344
B	314
C	266

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.04.2025 to employees employed in **WATCH AND WARD (without arms)** shall be as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY		
	Basic Wages (Rs.)	V.D.A. (Rs.)	Total (Rs.)
A	637	+ 344	= 981
B	579	+ 314	= 893
C	494	+ 266	= 760

II. RATES OF VDA for employees employed in **WATCH AND WARD (with arms)** shall be as under:-

AREA	RATES OF VDA PER DAY (in Rs.)
A	372
B	344
C	314

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 01.04.2025 to employees employed in **WATCH AND WARD (with arms)** shall be as under:-

AREA	RATES OF WAGES PLUS VDA PER DAY		
	Basic Wages (Rs.)	VDA. (Rs.)	Total (Rs.)
A	693	+ 372	= 1065
B	637	+ 344	= 981
C	579	+ 314	= 893

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.


(R. Shekar)
Chief Labour Commissioner(C)

ANNEXURE-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

PL REFER -GCC- ATTACHED AS ANNEXURE -IV TOWARD THE END OF ATC DOCUMENT

ANNEXURE – V

SPECIAL CONDITIONS OF CONTRACT

1. The scope of the job and the terms & conditions specified in these documents shall be read in conjunction with the latest rules/guidelines issued by PSARA Act 2005, rules under the Act and their latest amendments.
2. It shall be ensured by successful contractor that the PSARA License remains Valid throughout the Contract. If the validity of the current PSARA license is getting expired during the period of ongoing contract, it shall be the sole responsibility of the security service provider to get it renewed ensuring the No gap between the period of expiry of the current & start of the new PSARA license.
3. Contractor is required to deploy physically fit MALE Security & surveillance personnel (Ex Servicemen or Civilian) with experience of 0-3 years minimum & in the age group of 21 to 60 yrs.
4. The Contractor shall provide qualified and trained personnel who are conversant with First Aid and Fire Fighting Techniques as surveillance personnel.
5. The Contractor shall provide refresher training on First Aid, Fire & Safety to all his personnel deployed for the work within 30 days of commencement of the contract. Non- compliance of this will be considered as non- performance.
6. The Contractor shall also ensure that proper training and meetings on safety and first aid are conducted on a quarterly basis in the presence of BPCL representative
7. The surveillance personnel shall be trained to understand relevant signs of pipeline.
8. The Contractor shall provide First Aid facilities like snake anklet, sterilized blade, bandage etc. to all his surveillance personnel deployed for the patrolling work and they should carry it while on duty over and above the attire prescribed elsewhere in this document.
9. Contractor shall ensure that all his workmen adhere to all the safety, security and policy applicable.
10. The cost of any damage caused to men and material of BPCL/third party due to violation of safety, security and environmental norms of BPCL shall be recovered from the Contractor. The Engineer In-Charge of BPCL, only, shall decide the quantum of damage, in such an event.
11. The surveillance personnel shall be able to speak and write local language in addition to working knowledge of Hindi/English. The Contractor should also ensure that they meet the physical standards and qualification normally expected of such positions as per the guidelines.
12. The wages for the ROU Monitoring Personnel, ROU Monitoring Reliever, ROU Monitoring Supervisors, Emergency responder shall be as per Minimum Wages Act 1948 and the circulars / amendments issued thereon applicable. The minimum wages as defined in Central or State whichever is higher and applicable shall be considered and enforced and the rates.
13. Any variation / increase in the minimum wage rates/ special allowances by the Statutory Authorities during the tenure of the contract will be reimbursed at actual or production of any documentary proof and payment proof to surveillance personnel.
14. In case of an exigency or unavoidable circumstances the security personnel may be required to work additional hours of duty. The surveillance personnel shall be compensated for these additional hours by a successful contractor for wages of surveillance personnel inclusive of all allowances etc. The wages of the security personnel employed by the contractor shall be calculated on a monthly basis.
15. Other statutory payments, viz. Employer's contribution to P.F. of the employee, Employer's contribution to ESIC, if applicable etc. shall be payable as per relevant statutory acts.
16. BPCL shall to the utmost extent endeavor to release the monthly bills within one month. However, the Contractor shall have the financial ability to handle two months' wage payments in advance.
17. The Contractor shall obtain the requisite documents from BPCL as principal employer and apply for Labour License under Contract Labour (Regulation & Abolition) Act, 1970 immediately on issuance of LOI and the license copy shall be submitted to BPCL within a months' time from the date of LOI.
18. The Contractor shall comply with all the guidelines of the Private Security Agencies (Regulation) Act, 2005.
19. The Contractor shall comply with and ensure strict compliance of all applicable Central, State, Municipal and Local laws and regulations. The Contractor shall undertake to indemnify BPCL from and against all levies, damages, penalties and payments whatsoever as may be imposed by any reason of any breach or violation of any law/rule. The Contractor would be liable to comply with provisions of applicable laws such as the Employees Provident Fund Act, 1952; the Employees' State Insurance Act, 1948; the Contract Labour (Regulation & Abolition) Act, 1970; the Factories Act, 1948, the Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, as maybe enforced and all actions, claims and demands arising there from

and/or related thereto. The Contractor shall indemnify BPCL against any such claims/losses/demand raised by his employee under any such applicable Acts / Laws.

20. Contractor shall follow all the applicable guidelines of state/central/local authority to deploy the security/surveillance personnel.
21. The Contractor shall keep and maintain all the statutory registers/records as required under the Provisions of the Acts mentioned hereinabove and keep the same available for inspection by BPCL's representative and/or Government Authorities.
22. The Contractor shall ensure that the necessary contribution towards PF/ESIC/Professional tax/Labour Welfare Fund fees etc. are deposited in time with the authorities concerned and the records are maintained as per provisions of the Act.
23. The Contractor shall be solely responsible for the safety of their personnel and to provide them adequate and necessary equipment and shall ensure to have them properly covered by registered insurance company policies for injury or loss of life of the Contractor's personnel. The Contractor shall ensure to provide required transport, suitable uniform, safety shoes and gadget facilities to their personnel as per the guidelines.
24. It must be clearly understood that payment of wages and statutory benefits to the workmen/agents under the various Labour laws in force from time to time shall be exclusively to the Contractor's Account and the Contractor shall be solely liable for the same. It is to be expressly understood that the Company shall not be liable or responsible for any such payments.
25. It is to be noted that all the responsibility for ROU Monitoring & surveillance/security of the pipeline will lie with successful contractor. Any liability/loss on account of any lapse/negligence on the part of Contractor /his personnel resulting in incidents like tapping, tapping attempt, leakage, breaking of surface/pipeline etc. irrespective of any nature except natural causes will be compensated by the contractor subject to maximum of ₹10,00,000/- per annum. However, each incident resulting in tapping / leakage on account of any lapse/negligence on the part of contractor /his personnel will be charged at ₹2,00,000/- per incident.
26. Involvement of surveillance personnel in any theft, pilferage, sabotage or damage of any nature to the pipeline will be subjected to internal and or police investigation. The contractor shall ensure the person cooperate with the investigation team. Any involvement of surveillance personnel is reported by the incident investigation, then the contractor shall immediately remove the person.
27. An additional penalty of ₹100/- per day per device will be applied from the date of failure of per GPS device to the date of restoring the GPS device. The Contractor shall note that BPCL will apply this as a penalty on Contractor for not providing working GPS devices to his surveillance personnel.
28. BPCL reserves the right to place the order in full or in part to the contractor.
29. BPCL reserves the right to withdraw the GPS surveillance from the contractor on any change in BPCL's IS policy / guidelines or due to any Government directive during the period of the contract without assigning any reason. No compensation to this account shall be entertained.
30. The contractor shall be obliged to pay the wages through electronic payment mode in the personal bank account of his / her workmen deployed within 7 days of the end of previous month.
31. It shall be the responsibility of the contractor to provide to BPCL documentary and/or any other proof in terms of Payment of Wages and/or any other remittances to workmen through bank account. It shall be obligatory on the Contractor to submit the aforesaid documents etc. as a condition precedent for payment of bill / invoice raised.
32. On any non-performance of surveillance personnel and security personnel as stated elsewhere in the document ₹1,200/- per day shall be levied as penalty in addition to his being marked absent for the day.
33. Contract is also liable to be terminated if validity of security contractor's license, issued under Private Security (Regulation) Act PSARA, 2005 expires or the license is cancelled by issuing authority for any reason whatsoever any time during the contract. In such case the termination shall be from the date of expiry or cancellation of the license as the case may be and BPCL shall not be required to give any advance notice to the security contractor for termination from the date.
34. The Contractor shall not sublet, subcontract the ROU Surveillance Services contract. If it has come to BPCL's notice that either the contractor has sublet the contract to any other person or contractor or is trying to operate the contractor remotely from address other than mentioned in the tender Correspondence, then BPCL has the right to terminate the contract and the decision of BPCL is final in this regard.

35. Quantities given in the tender enquiry are approximate and may vary at the time of actual deployment. Actual requirement shall be advised to the Security Contractor after the finalization of the order. The tendered/Ordered quantities are indicative and approximate and same may vary as per requirement of BPCL during tendering or at the time of placement of contract. Also, the above services in full or in Part may be sought in phased manner at discretion of BPCL even after placement of contract. Payment shall be made for actual certified quantities only. BPCL reserves the right to take partial quantities and foreclose/short close the order. No claims shall be entertained by BPCL on this account, whatsoever, at a later date.
36. For Quantity calculations 26 present days would be considered in as 1 man month for security personnel deployment.
37. Contractor shall attend the Quarterly meetings as well as other review, safety meetings whenever called by BPCL. The participation of the contractor in the meetings will have a bearing on the performance rating/evaluation of the contract.

ANNEXURE-VI:

INTEGRITY PACT

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

Bidders shall have to essentially sign this pact, for participating in this tender, as per the pro-forma given in Annexure - VII. The salient features of this program are:

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

II. If the bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from the bidder Liquidated damages amount by forfeiting the EMD/Bid security as per provisions of the Integrity Pact.

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

IV. Bidders may seek clarifications/details regarding this tender from the following Procuring officer whose name/ address/ contact numbers are as given below:

V. Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor with given name/ address/ contact numbers.

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

Shri. Ganesh Vishwakarma (Ex- Director, SAIL), Email: ganesh_viswhwakarma@yahoo.com

Shri Dr. Atanu Purkayastha, IAS (Retired), E-mail – dratanu2011@gmail.com

Shri Pradeep Kumar E-mail-pradeepawasthi1981@gmail.com

Integrity Pact is attached with the tender. Signed Stamped Integrity pact with complete detail has to be uploaded in Technical Bid of Tender.

ANNEXURE-VII

FORM FORMATS

**FORM-A: CA CERTIFICATE TO BE SUBMITTED BY MSE BIDDER FOR EMD EXEMPTION
CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT
POLICY**

Date: __

Ref: **Tender No GEM/2025/B/6509815**

Tender Title: **Pipeline ROU Monitoring & Surveillance Services for BPCL's Cross Country Pipelines in Western Region**

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

In case applicable:

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

In case applicable:

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

(Membership No. of CA along with certification / stamp) CA UDIN NO:

FORM-B: TECHNICAL DEVIATION FORM

(Bidders are requested to mention only about Technical deviations if any.)

Ref: Tender No GEM/2025/B/6509815

Tender Title: Pipeline ROU Monitoring & Surveillance Services for BPCL's Cross Country Pipelines in Western Region

	Annexure No. /Document Name	Clause No.	Clause Description	Deviation, if any	Justification for deviation

Note: In case of NIL deviation, same to be mentioned and signed with stamp. There should not be any deviation, bid submitted with deviation shall be rejected.

Deviation if any shall be taken up with tenderer for approval before close of tender due date . Unless and until deviation is approved by tenderer before tender due date such deviation shall not be considered.

BIDDER'S SIGNATURE STAMP:

DATE:

FORM-C: DECLARATIONS

Tender No GEM/2025/B/6509815

Tender Title: Pipeline ROU Monitoring & Surveillance Services for BPCL's Cross Country Pipelines in Western Region

I /We declare and confirm that:

1	I/we are currently not under liquidation, court receivership or similar proceeding.	
2	<p>I/we are currently not serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/MOPNG or convicted of an offence-</p> <p>(a) under the Prevention of Corruption Act, 1988: or</p> <p>(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract</p>	
3	<p>In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India in July’2020,</p> <p>I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that I/We am/are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.</p> <p>I/We hereby certify that I/We fulfil all requirements in this regard and am/are eligible to be considered.</p>	
4	<p>I / We have read and understood attached BPCL’s Terms and Conditions for Acceptable Use of Social Media by Business Partners and agree to abide by it. I / We understand that any violation of the above conditions may result in disciplinary action, or termination or revocation of the Agreement. In acknowledgement thereof, please see below our acceptance of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation, duly signed and acknowledged by us, in the capacity of our authorised representative.</p>	
5	<p>I/ we are eligible for benefit under Purchase Preference to Make In India and undertake that we meet the mandatory minimum Local content requirement as specified in tender document.</p> <p>We further confirm that in case we fail to meet the minimum local content, BPCL will take action as per provisions of tender document/PPP-MII Order/Policy.</p>	<p>Confirm min. Local Content of _____ %</p>
6	<p>I/we have understood the Specification, BOQ, Scope of Work and accept all the terms and condition as detailed in tender without any deviation and have quoted price accordingly.</p>	
7	<p>I/ we are in compliance with the submission of TPIA verified scanned document within 5 days of communication after opening of price bid in case we (vendor) appear as successful (L1) vendor, we also accept that if we are unable to submit TPIA Verified scanned documents as required for tender within 5 days of communication after opening of price bid, action shall be initiated against us (Vendor) for Holiday listing.</p>	
8	<p>i. I/We have not submitted multiple bids. i.e. more than 1 bid either individually or in any combination of person (Individual capacity, proprietor, affiliates, partnership, association of persons, Company, etc)</p> <p>ii. I/We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anticompetitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.</p> <p>iii. I/We am aware that, in case found that such multiple bids are submitted, all such bids are liable for rejection.</p>	

(Signature and Stamp of the Bidder)

FORM-D : INTEGRITY PACT



BHARAT PETROLEUM CORPORATION LIMITED

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for **"TENDER FOR Pipeline ROU Monitoring & Surveillance Services for BPCL's Cross Country Pipelines in Western Region" CRFQ No. 1000440002**. 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 Organization "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.

abdul
matin

Digitally signed
by abdul martin
Date: 2025.07.30
16:14:26 +05'30'

Bidder's Signature: _____

Bidder's Stamp: _____

- (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
- (c) 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 cartelization in the bidding process.
- (d) 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.
- (e) The Bidder/ Contractor/ Supplier shall make sure that the terms of this Integrity Pact are also adopted by its sub-contractors, sub-sub-contractors etc., if any and submit such adoption confirmation proof to the Principal.
- (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 have 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.
- (1) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (2) 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.
- (3) 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.

abdul
matin

Digitally signed
by abdul martin
Date: 2025.07.30
16:14:40 +05'30'

Bidder's Signature: _____

Bidder's Stamp: _____

Section 4 - Compensation for Damages:

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

Section 5 - Previous Transgression:

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

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

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

Section-7 Punitive Action against violating Bidders/ Contractors/ Suppliers/ Subcontractors:

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

Section-8 Independent External Monitors:

- (1) The CVC has appointed competent and credible Independent External Monitors for this Pact.

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

abdul
matin

Digitally signed
by abdul martin
Date: 2025.07.30
16:14:54 +05'30'

Bidder's Signature: _____

Bidder's Stamp: _____

- (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.

abdul
matin

Digitally signed
by abdul matin
Date: 2025.07.30
16:15:07 +05'30'

Bidder's Signature: _____

Bidder's Stamp: _____

(5) The Bidder / Supplier / Contractor entering into Integrity Pact, aggrieved by any decision / action of the Principal, shall approach the IEM(s) and await their decision before pursuing any other remedy available to him in law.

.....
For the Principal

Place: Mumbai

abdu
l
matin
Digitally signed
by abdul martin
Date:
2025.07.30
16:15:24 +05'30'

Date: 30.07.2025

.....
for the Bidder/ Contractor/ Supplier(Signature & Stamp)

Witness-1: Signature.....

Name

Address: Flat/House No:

Street:

City:

District:

State:

Pincode:

Witness-2: Signature.....

Name

Address: Flat/House No:

Street:

City:

District:

State:

Pincode:

FORM-E: DECLARATION FROM TPIA CONFIRMING SUBMISSION OF CERTIFIED BQC DOCUMENTS (To be submitted by L1 bidder)

To, M/s BHARAT PETROLEUM CORPORATION LIMITED

Tender No GEM/2025/B/6509815

Tender Title: Pipeline ROU Monitoring & Surveillance Services for BPCL's Cross Country Pipelines in Western Region

Dear Sir

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

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

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

[List of Documents Verified 1] [List of Documents Verified 2]

.....

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

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

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

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

Yours sincerely, [Signature]

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

[Designation/Position]

[Name of the Third-Party Independent Agency][Accreditation Number as per NABCB, Type and Validity]

[Contact Information: Phone Number, Mobile Number and Email Address, etc.] [Seal/Stamp of Third-Party Independent Agency (TPIA)]

[Name of Authorized Representative of TPIA] [Designation/Position] [Name of the Third-Party Independent Agency]

[Accreditation Number as per NABOB, Type and Validity]

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

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

**FORM-F: Pro forma for Bank Guarantee (On non-judicial paper of appropriate value)
FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE**

To,

Bharat Petroleum Corporation Ltd. Dear Sirs,

M/s. _____ have taken tender for the work ____ CRFQ No/PO No____ for Bharat Petroleum Corporation Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs.____ (Rupees) as earnest money/security deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Ltd. in case of default.

The said _____ have approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake and agree with you that if default shall be made by M/s. in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd. We shall on demand pay to you in such matter as to you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rupees _____ Our guarantees shall remain in force until _____ unless a suit or action to enforce a claim under _____ Guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully

Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.

FORM-G: GST % DECLARATION

Ref: Tender No **GEM/2025/B/6509815**

Tender Title: **Pipeline ROU Monitoring & Surveillance Services for BPCL's Cross Country Pipelines in Western Region**

I/we confirm that the applicable GST % for BOQ items are as under:

Item Sr. No	Item Description	Applicable GST %

Signature & Stamp of Bidder

FORM-H

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC
(IN CASE SEEKING BENEFIT OF PPP-MII)

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED
CPO-M, A-Installation Sewri Fort Road, Sewri East Mumbai-400015

Ref: Tender No **GEM/2025/B/6509815**

Tender Title: **Pipeline ROU Monitoring & Surveillance Services for BPCL's Cross Country Pipelines in Western Region**

Dear Sir

We, M/s_____ (***Name of Bidder***) have submitted bid no.....
against aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of.....% specified in tender document. The certificate from Statutory Auditor/Chartered Accountant/Cost Accountant in this regard has been submitted in technical bid.

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

Place:

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

Date:

Name:
Designation:
Seal:

FORM-H1:

**CERTIFICATE BY CHARTERED ACCOUNTANT OF BIDDER TOWARDS
MANDATORY MINIMUM LC
(TO BE SUBMITTED BY BIDDER, WHEN THEIR FIRMS IS "OTHER THAN" COMPANIES)
(IN CASE BIDDER SEEKING BENEFIT OF PPP-MII)**

To,

M/s BHARAT PETROLEUM CORPORATION LIMITED
CPO-M, A-Installation Sewri Fort Road, Sewri East Mumbai-400015

Ref: Tender No **GEM/2025/B/6509815**

Tender Title: **Pipeline ROU Monitoring & Surveillance Services for BPCL's Cross Country Pipelines in Western Region**

Dear Sir

We,..... (Name of the issuing CA Firm) have verified relevant records of M/s.....(Name of the bidder) and certify that M/s(Name of the bidder) meet the mandatory minimum Local content requirement of% specified in tender document no.....

Name of CA Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.

UDIN no.

FORM:H2

**CERTIFICATE BY STATUTORY AUDITORS OF BIDDER TOWARDS
MANDATORY MINIMUM LC**

(TO BE SUBMITTED BY BIDDER, WHEN THEIR FIRMS IS REGISTERED AS COMPANIES)

(IN CASE BIDDER SEEKING BENEFIT OF PPP-MII)

To,

PETROLEUM CORPORATION LIMITED

CPO-M, A-Installation Sewri Fort Road, Sewri East Mumbai-400015

Ref: Tender No **GEM/2025/B/6509815**

Tender Title: **Pipeline ROU Monitoring & Surveillance Services for BPCL's Cross Country
Pipelines in Western Region**

Dear Sir

We,..... (Name of the Statutory Auditor) have
verified relevant records of M/s..... (Name of the
bidder) and certify that M/s(Name of the bidder) meet
the mandatory minimum Local content requirement of% specified in
tender document no.....

[Signature of Authorized Signatory of Statutory Auditor]

Name:

Designation:

Date:

Seal:

Membership no.

UDIN no.

Annexure-VIII

a. Policy on Compliance of Restriction of Land border

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

Restrictions under Rule 144(xi) of the General Financial Rules, 2017–Reference OMno. 6/18/2019 – PPD dtd. 23.07.2020 (read along with any subsequent clarifications/ amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)

(I) Any bidder* from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Internal Trade (DPIIT) of Govt. of India. (* In case of domestic tenders, the term “bidder” shall mean domestic bidders as defined under clause III below)

(II) “Bidder” (Including the term ‘Tenderer’, ‘Consultant’ or ‘Service Provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

(III) “Bidder from a country which shares a land border with India” means:

- a) An entity incorporated, established or registered in such country; or
- b) A subsidiary of an entity incorporated, established or registered in such country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(IV) “Beneficial owner” for the purpose of para (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation:
 - a. “Controlling ownership interest” means ownership of an entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. “Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(V) An "Agent" is a person employed to do any act for another, or to represent another in dealings with third person.

(VI) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

#

The format for Undertaking by the Bidder, is provided on next page.

FORMAT

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

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

Date: _____

TENDER NO. :

TITLE OF TENDER :

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

400015Dear

Sir/Madam,

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

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

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

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

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

Name and Signature of the Authorised Signatory

Annexure-VIII

b. BPCL's social media Policy



**BHARAT PETROLEUM CORPORATION LIMITED
SOCIAL MEDIA POLICY FOR BUSINESS PARTNERS**

TERMS AND CONDITIONS FOR ACCEPTABLE USE OF SOCIAL MEDIA BY BUSINESS PARTNERS

1. OBJECTIVE

Social media has become part of everyday life and a means of communication and sharing information with others. Every organization recognises the benefits that social media tools can provide, and also reckons the challenges it brings.

These terms and conditions ("**Social Media T&Cs**") seek to provide clear guidance on acceptable standards of conduct and practices to be followed by the Business Partners (*as defined below*) of Bharat Petroleum Corporation Limited ("**Corporation**"), in the usage of social media tools during and post their association with the Corporation. These terms and conditions are intended to protect and safeguard *inter alia* the interests and reputation of the Corporation, in the access, use of or participation on Social Media (*as defined below*) platforms by such constituents.

It is important to maintain the highest degree of professional standard that is associated with the Corporation's name, brand and reputation. Constituents must constantly be aware of the risk of damaging the Corporation's name or reputation in public forums. These terms and conditions should be adhered to by each constituent at all times and should be read harmoniously and in conjunction with the terms of their engagement with the Corporation, as well as other applicable policies and directions issued by Corporation, from time to time, including the Relevant Documents (*as defined below*).

1.1. Social Media

Social Media includes any web or mobile based platform that enables an individual or agency to communicate interactively and enables exchange of user generated content. The term "**Social Media**" describes internet-based technologies and practices that people use to share opinions, insights, experiences and perspectives. It may be internal (housed within the Constituent's technology infrastructure and open for use only by the Constituents) or public (widely available to the population of internet users).

These terms and conditions are applicable equally to a wide range of websites and mobile phone / tablet applications, including the following:

- (a) Social Networking sites, for example - Facebook, Twitter, and LinkedIn.
- (b) Media Sharing sites, for example - Instagram, Snapchat, YouTube
- (c) Discussion forums, for example - Reddit, Quora, Digg, Glassdoor
- (d) Content Curation network, for example - Pinterest, Flipboard

- (e) Blogging and Publishing sites, for example - WordPress, Tumblr, Medium including blogs
- (f) Interest-based network, for example - Goodreads, Houzz
- (g) Information sharing sites, such as Wikipedia
- (h) Opinion sites (e.g. Yahoo! Answers)
- (i) Any other social media platform/s

1.2. Scope and Applicability

These Social Media T&Cs are applicable to all Business Partners (*as defined below*), including any prospective partners of the Corporation (the “**Constituents**”).

The Social Media T&Cs provides a framework for the usage of Social Media by the Constituents and non-conformance with these Social Media T&Cs or any other applicable policy or directions issued by the Corporation as may be relevant to the Constituents, may result in penalties ranging from financial to legal liabilities, as set out under the respective contractual understanding between each Business Partner and the Corporation.

1.3. Relevant Documents

These Social Media T&Cs have been formulated in line with the Framework & Guidelines for Use of Social Media for Government Organizations, issued by the Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India.

In addition, these Social Media T&Cs must be read in conjunction with the underlying contract documents including the following documents (collectively, the “**Relevant Documents**”), as may be applicable to each Constituent:

- (a) General Conditions of Contract for vendors (relevant clauses are placed at Annexure I);
- (b) Transportation Contract Agreement Bulk LPG Transportation Contract By Road (relevant clauses are placed at Annexure II);
- (c) PCVO, Retail and Lubes Transport guidelines.

2. CONTENT GUIDELINES

This section seeks to set out the guidelines for content management as well as administration rights of all official Business Partner Social Media accounts and ensure accountability of the authorised representatives of such Business Partner.

The following guidelines on content sharing (“**Content Guidelines**”) must be followed, in relation to all content created, posted or shared on Social Media:

- (a) All post and other content shared via Social Media shall abide by applicable laws, including the Information Technology Act, 2000 and rules made thereunder, as amended.
- (b) The content posted or shared through official Social Media accounts, shall be relevant, engaging and in line with the Corporation's brand and communication strategy, whether in the form of text, images, gifs, videos, etc.
- (c) The Constituents shall be mindful of content and the tone associated with it. A negative tonality, sarcasm, dry humour, pun, memes, etc. should be avoided to steer clear from any controversy.
- (d) The Constituents shall be careful and ensure that any content posted or shared through the official Social Media accounts does not bring disrepute to the Corporation. Opinion or comments on political observations, religious beliefs, gender biases, etc. must be avoided while operating official Social Media accounts. In the use of official Social Media accounts, the Constituents shall refrain from forwarding or sharing any videos or images or messages, which are considered inappropriate or any content that is considered offensive, obscene or derogatory in nature.
- (e) The Constituents shall be cognizant of concerns regarding confidentiality and disclosure requirements, and must at all times, adhere to the Relevant Documents as well as these terms and conditions, to understand what shall be disclosed on a public platform. For instance any communication marked as "privileged" or "restricted" or "confidential" or "not for circulation" should not be shared on Social Media. The Constituents are absolutely prohibited from disclosing commercially sensitive, anticompetitive, private or confidential information. If unsure whether the information that is proposed to be shared falls within one of these categories, authorised representatives of the Constituent may discuss with the concerned official as designated by the Corporation.
- (f) The Constituents shall ensure that any references to the Corporation or its employees, or other customers, partners and vendors do not contravene any non-disclosure agreements. The Constituents shall avoid disclosure of any information pertaining to any employee / vendor / customer or individual associated with the Corporation, without their prior consent.
- (g) The Constituents shall be vigilant about tagging, mentions and conversations around the Corporation. If it notices any customer complaint, dealer/ distributor/ vendor grievances, media story etc., the same may be flagged to the official channels of the Corporation and will be responded to by authorized personnel within the Corporation.
- (h) In the operation of official Social Media accounts, the Constituents shall be cognizant of maintaining professional etiquette for all interactions and shall not initiate or engage in discussions which may be characterised as showcasing a personal opinion such as political or religious beliefs. In

addition, official Social Media accounts should not share any content or comment that may be viewed as colouring the relations between the Corporation and the Government of India or any Ministry / Department of the Central or State Governments.

- (i) The Constituents, particularly in the use of official Social Media accounts, shall only post original content, which is free of any copyright infringement or plagiarism. To ensure the reputation and principles of the Corporation are safeguarded, all Constituents must avoid posting content that violates the law, infringes the intellectual property rights of the Corporation and its group companies or of any individual or organization. Any inadvertent posts, which violates these principles, must be removed / deleted immediately upon becoming aware of the implications as set out in these guidelines.

As responsible business partners of the Corporation, the following points must be strictly observed and followed by the Constituents:

- (i) Text, photos, images, musical work in any form, video clips, movie clips, or any other content for which the Constituent does not own copyright, must not be used in any form, and in particular for official purposes to promote any activities related to the Corporation, without obtaining consent from the copyright owner. If the copyright owner for such work cannot be identified or if the consent for use of such work is not provided by the copyright owner, the work must not be used by the Constituent.
- (ii) Capturing photographs and/or videos of the Corporation's offices, facilities, and other establishments (within or outside) or customer sites is strictly prohibited. Any such illegal images and/or videos of the Corporation's establishments, offices, facilities and factories or other sites and whether directly emailing or otherwise circulating such content via Social Media posts on the Internet, shall attract legal consequences. Official visual materials may be availed from the Corporation and can be requested through email, to the relevant State / Territory team.
- (iii) Creation, sharing and/or distribution of videos which make use of unlicensed music is strictly prohibited.
- (iv) Unauthorized videos of any events hosted by the Corporation, whether within or outside the Corporation's premises that may be captured by Constituents shall not be shared/distributed on Social Media.
- (v) All Constituents must take due care to protect the Corporation's copyright and intellectual property within and outside the organization.

- (j) The authorised personnel operating official Social Media accounts of respective Business Partner shall not post unverified news, or news from dubious 'sources', that may project the Corporation in a negative light.
- (k) The admins operating official Social Media accounts shall clearly state the source and give due disclaimers while quoting any third-party content through such Social Media accounts.
- (l) Additionally, content on official Business Partner Social Media Accounts shall be limited to the coverage of activities related to the business only. However, these accounts can re-share / retweet the posts of Corporation's official Social Media accounts, subject to the veracity of such accounts.

3. ACCEPTABLE USAGE OF SOCIAL MEDIA BY BUSINESS PARTNERS

The following guidelines are applicable to vendors, suppliers and other contractors of the Corporation ("**Business Partners**"), and these are intended to supplement, and do not to replace the terms and conditions or any other agreement or guidelines (including the applicable provisions set out under Annexure I or II of these Social Media T&Cs), which are currently in place to regulate the conduct of such Business Partners:

- (a) Business Partners have the discretion to decide whether their Social Media accounts will be used for personal or professional purposes. However, in any event, whether such Social Media accounts are used for official purposes or personal purposes, to the extent that they declare their affiliation with the Corporation in any way, it is deemed that they will abide by these terms and conditions read with the applicable contractual provisions and the Framework & Guidelines for Use of Social Media for Government Organizations, issued by the Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India.
- (b) Only official Business Partners accounts are eligible to declare their association with the Corporation or using any content owned by or belonging to the Corporation, including logo, product specifications, product pictures, product catalogues, etc. Such accounts may only post content that are official in nature and reasonably expected to promote the activities specific to its business. Such official Business Partner Social Media account shall be akin to a professional page to promote business interactions and shall not post any content which may showcase the account as expressing opinion on ancillary matters which are not in furtherance of the objective set out under the Relevant Documents, such as posts related to entertainment industry, or political views etc. However, such affiliation or use of Corporation's content, such as logo, product pictures etc. is only limited to use by official Social Media accounts of such Business Partner, and will not, at any time, be used by any authorised or other personnel of such Business Partner, in the operation of a personal Social Media account.

- (c) Every Business Partner's official or personal (individual) Social Media account is prohibited from posting / circulating any official communication / document or disclosing any business-related or other confidential information, pertaining to the Corporation, in accordance with the Relevant Documents.
- (d) Each Business Partner Social Media account, particularly those accounts which have been permitted to acknowledge their association with the Corporation, has an obligation to exercise caution in the posting or sharing of content on Social Media, and shall undertake adequate diligence prior to posting any content. In particular, such accounts shall be fully cognizant of posting or providing traction to any 'fake news' and shall refrain from posting or sharing unlawful, controversial or unverified news, or news from dubious 'sources', particularly in relation to the Corporation and the Central / State Governments.
- (e) The Business Partner Social Media account which are maintained for official purposes, shall refrain from engaging in unlawful or inappropriate posts or sharing any content that may be defamatory or may have the effect of downplaying the Corporation's business or competitors. In addition, such account should also not post or share content using derogatory language or is likely to demean sentiments of anyone with whom they engage in any public communication using Social Media.
- (f) Business Partners using Social Media for official purposes and especially those accounts that have been approved by the Corporation, shall maintain professional and proper etiquette in online interaction via Social Media and shall not engage in inappropriate behaviour. Such inappropriate behaviour includes but may not be limited to posting, sharing or endorsing in any form, any content which may be considered as:
 - (i) Divisive, unethical or unlawful at the workplace;
 - (ii) False, or derogatory, or amounting to bullying, trolling, intimidating, or harassing including using offensive, defamatory, threatening, discriminating, obscene or insulting language;
 - (iii) A misrepresentation of the Corporation, such as creating any unofficial groups or networks (whether intentional or unintentional) using the Corporation's name, logo, or email address;
 - (iv) Compromising the confidentiality (of the Constituents and/or the Corporation's information), or creating a conflict of interest;
 - (v) Disclosing commercially sensitive, anticompetitive, or information which is marked as restricted for internal circulation within the Corporation;
 - (vi) Misleading and misrepresentative, such as creating or endorsing any video channel / account representing the Corporation or any specific Business Unit, or otherwise posting or sharing any content owned by the

Corporation, unless such content has been posted on verifiable official Social Media accounts of the Corporation;

- (vii) Amounting to pornographic material (that is, writing, pictures, films and video clips of a sexually explicit nature) or content that could be considered as offensive, obscene or criminal; or
- (viii) Creating or likely to create any liability (whether criminal or civil, for the Corporation).

Where evidence of misuse or inappropriate behaviour is brought to the notice of the Corporation, the Corporation may undertake a more detailed investigation in accordance with its procedures, which may involve the examination and disclosure of records by those nominated to undertake the investigation and any witnesses involved in the investigation. If necessary, action may be taken against such Business Partner under the respective contractual agreement and in case required, such information may be handed to authorities in connection with the investigation.

- (g) Any violation of these Social Media T&Cs shall be treated as violation of General Conditions of Contract of the Corporation and may invite action by the Corporation as deemed fit, based on the sole discretion of the Corporation.
- (h) The Corporation has a zero-tolerance policy for any complaints that may be brought to its notice via Business Partner Social Media accounts. In the event the Business Partner or its associates *etc.* are dissatisfied with the Corporation, or have any unresolved query or grievance against the Corporation or any individual who is in the employment or association of the Corporation, the Business Partner or such person associated with it must reach out to the designated official and follow the hierarchy established within the Corporation. All such communication must follow the formal processes that are available as per contractual agreement with the Corporation. In the event the Business Partner, whether by itself or its employee or associate publishes any such information on Social Media or discloses details of any complaint or dispute with the Corporation on a public forum through Social Media, it will be in breach of the terms of these T&Cs and its agreement with the Corporation, and the Corporation will have the right to pursue such legal remedies as may be appropriate and available under law.
- (i) Upon termination or expiry of the Relevant Document / underlying contractual agreement between the Corporation and the Business Partner, the Business Partner shall ensure that all references and posts which disclose any affiliation with the Corporation has been scrubbed from the Business Partner's Social Media account and a formal written declaration to this effect must be provided to the Corporation, within 7 days of such termination or expiry.

4. ENFORCEABILITY AND COMPLIANCE

- 4.1. These Social Media T&Cs are construed to be a part of the Relevant Documents and form an integral part of the contractual understanding between the Corporation and the Business Partner.
- 4.2. Any violation of the Social Media T&Cs shall be treated as violation of respective contractual understanding between the Corporation and the Business Partner, and may invite appropriate action by the Corporation as deemed fit.
- 4.3. The Business Partner agrees and understands that all activities of the Business Partner's official Social Media Account is subject to monitoring and periodic audits by the Corporation, if required.
- 4.4. The Business Partner will provide its written acknowledgement to these Social Media T&Cs, in the form set out in Annexure III, failing which the Corporation may take such action as may be necessary to ensure compliance with these terms and conditions.
- 4.5. The concerned official of the Corporation shall be responsible for reviewing the compliance of these Social Media T&Cs as may be required to ensure that it meets legal requirements and reflects best practice.

ANNEXURE I

GENERAL CONDITIONS OF CONTRACT FOR VENDORS

Clause 34: Contractor's Subordinate Staff and Their Conducts:

34.2 *If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants supervisor or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.*

34.3 *The contractor shall be responsible for the proper behaviour of all the staff, supervisor, workmen and others and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.*

Clause 44: Liens

44.2 *Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done. Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge.*

ANNEUXRE III

FORMAT OF ACKNOWLEDGEMENT

To,

[insert details to whom such acknowledgement may be addressed]

[in the case of an individual or sole proprietorship] I am
_____, an inhabitant of _____ and carrying on
business of _____

OR

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

OR

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

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

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

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

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

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

A copy of such authorisation is also attached for your record.

(Signature & seal)

Name:

Designation:

Date:

Annexure-VIII

c. PPP- Make in India Policy

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vaniya Bhawan, New Delhi
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

**Subject: Public Procurement (Preference to Make in India), Order 2017-
Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 19.07.2024 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:
'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least

50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

9

i below.

- I. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. **Reciprocity Clause**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/



brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased Indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
Secretary, Department for Promotion of Industry and Internal Trade - Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member Joint
Secretary (Public Procurement), Department of Expenditure—Member Joint
Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Himani Pande)

Additional Secretary to the Government of India

Tel: 011-23038888

E-mail: ashp.dpiit@gov.in

ANNEXURE-VIII

d. HSSE POLICY

SAFETY REQUIREMENTS : HEALTH, SAFETY & ENVIRONMENT

1.0 HEALTH, SAFETY & ENVIRONMENT POLICY OF BPCL.

The objective of this document is to provide and establish safe & environment friendly work practices at all construction sites as per our corporate health, safety and environment policy given below.

Commitment

Together, we have the highest concern and commitment for protecting the Health and Safety of all employees, contractors, customers and the communities in which we operate and for conservation of the Environment.

We will comply with all Statutory Regulations and may even go beyond these for the benefit of our environment.

We consider Health, Safety and Environmental aspects are an integral part of our business planning and operation processes.

Policy

Based on these guiding principles, we shall :

Demonstrate our commitment by

- Providing and maintaining safe facilities and working conditions.
- Recognising that all employees have responsibility for their own safety and actions which could affect the safety of others.
- Adoption of appropriate technologies to minimise the impact of our activities on the Environment.

Establish clear objectives and targets to

- Improve continuously for prevention of accidents & occupational illnesses and minimising any impact of our activities on the environment.
- Promote learning through training and sharing of experiences and best practices; including with contractors, customers and the public, wherever required..
- Inculcate values and attitudes conducive to achieve excellence in Health, Safety and Environmental performance.

Provide means to achieve our mission by

- Assigning clear roles and responsibilities at all levels and periodically reviewing and recognising contribution to HSE objectives.
- Allocating adequate resources.
- Fostering a spirit of participation by all employees in Health, Safety and Environmental conservation efforts.
- Creating appropriate forums for deliberations on Health, Safety and Environmental issues.

Monitor performance by

- Periodically auditing work processes, systems & practices and promptly correcting deficiencies.
- Incorporating HSE performance as a parameter for assessing the overall performance of Employees, Business Units, Contractors and Business Associates.

Commensurate with above corporate HSE policy, policy of E&P to ensure health, safety and environmental protection at every construction site is as under:

- i. Adopting sound and safe engineering practices for each project at design and construction stage.
- ii. Taking due care to not cause any intentional damage to the environment during process of construction or material handling or both.
- iii. All major projects shall be audited by a multimember team. The time gap between two consecutive safety audits at long duration project sites shall be around six months.
- iv. Every audited construction site and material warehouse shall conform to audit recommendations through compliance report to HQ.
- v. Every near miss and accident at construction site shall be reported immediately on-line by official present at incident location.
- vi. Investigation of any accident at construction site shall be done by a multimember team to determine root cause of accident and to recommend necessary changes in ground condition to prevent repetition of similar incident.
- vii. Workshop for contractors on Factory act, Minimum wages act, ESI & EPF acts, Contract labour and Building workers acts.
- viii. Workshops for contractors on industrial first aid procedures.
- ix. Increasing awareness through holding competitions among all categories of staff and contract workers on safety slogan, safety suggestions and detection of unsafe conditions and near misses.
- x. Delivering safety talks and holding safety committee meetings periodically with active participation from workers.
- xi. Observing National Safety Week and Fire Service week and World Environment day appropriately.

1.1 IMPLEMENTATION OF SAFETY & ENVIRONMENTAL REGULATIONS

The contractor shall at his own expense arrange and comply with all safety provisions as stipulated by BPCL / Bureau of Indian Standards / Electricity act / OISD / Andhra Pradesh State Pollution Control Board and other acts as applicable in respect of all personnel, directly or indirectly employed by contractor for the work. The contractor shall ensure that he, his sub-contractor and workers employed by him shall comply with all safety / environmental regulations issued from time to time by BPCL.

The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the safety & environmental requirements. If any injury to workers or loss or damage due to accident and / or environmental pollution to any property or a portion thereof occur as a result of failure on part of the contractor to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep BPCL harmless and indemnified.

2.0 OISD & BIS CODES OF PRACTICES

The contractor shall abide by the following OISD codes:

- i. OISD – STD -105 Work Permit System*
- ii. OISD – GDN – 192 Safety Practices During Construction*

The contractor shall abide by the following BIS codes:

- 1) IS:3764-1992- Excavation work-code of safety.
- 2) IS:4014(Part 1&2)-1967-Safety regulations for steel tubular scaffolding.
- 3) IS:3696(Part 1) -1987-Safety code for scaffolds.
- 4) IS:3696(Part2)-1987 –Safety code for Ladders.
- 5) IS:7293-1974-Safety code for working with construction machinery.
- 6) IS:4081-1986-Safety code for blasting and related drilling operations.
- 7) IS:3016-1982-Code of practice for fire precautions in welding and cutting operations.
- 8) IS:4130-1991-Demolition of buildings-Code of safety.
- 9) IS:5216(Part 1&2)-1982-Reccommendation on safety procedures and practices in Electrical work.
- 10) IS:5121-1969-Safety code for piling and other deep foundations.
- 11) IS:10667-1983-Guide for selection of industrial safety equipments for protection of foot and leg.
- 12) IS:1989(Part 2)-1986-Leather safety boots and shoes for heavy metal industry.
- 13) IS:6994(Part 1)-1973-Specification for safety gloves: Part1-Leather and cotton gloves.
- 14) IS:2925-1984-Specification for industrial safety helmets.
- 15) IS:3521-1983-Industrial safety belts and harnesses.

3.0 LEGISLATION ON ENVIRONMENTAL POLLUTION CONTROL

The contractor shall abide by the following legislation:

- 1) Water (Prevention & Control of Pollution) Act 1974 & Rules.
- 2) Air (Prevention & Control of Pollution) Act 1981 & Rules.
- 3) Environment (Protection Act) 1986 & Rules
- 4) Hazardous Wastes (Management & Handling) Rules 1989
- 5) Public Liability Insurance Act 1991 & Rules.
- 6) Noise Pollution (Regulation & Control) Rule, 2000

4.0 BPCL'S OBLIGATIONS ON SAFETY & ENVIRONMENT

The layout planning of the site shall be done by BPCL. Suitable and adequate space shall be provided to the contractor for his site office and storage of materials / equipment. However, approach to work spot and road around it, if required for movement of men and machineries for construction purpose, shall be made by contractor at his own cost. Electric power source and drinking water facilities at one point of site shall be provided by BPCL. Disaster Management Plan for the site shall be prepared by BPCL wherein the contractor shall be assigned a role, which shall be obligatory.

5.0 CONTRACTOR'S OBLIGATIONS ON SAFETY & ENVIRONMENT

Any safety & environmental impact mitigation action plan prepared by BPCL shall be binding on contractor and the contractor shall adhere to the same.

The following practices shall be mandatory on part of contractor::

6.0 SAFETY POLICY OF CONTRACTOR

The contractor shall have a safety policy, which shall deal with the following issues:.

- Arrangements for training at all levels with particular attention to key workers such as workers working at height, crane operators etc, whose mistakes can be especially dangerous to other workers.
- Safe methods or systems of working in hazardous condition.
- The duties and responsibilities of supervisors and key workers.
- System to circulate all information / instructions / policies.
- Arrangements for setting up of safety committees.
- The selection and monitoring of sub-contractors (if any).
- The upkeep and maintenance of tools/machineries/safety appliances in perfect working condition.
- Feed back system and corrective measures wherever required.

7.0 ENVIRONMENT POLICY OF CONTRACTOR

The Contractor shall have a environmental policy, which shall deal with following matters

- Commitment to not to cause adverse impact on ecologically sensitive areas.
- Environmental Impact mitigation measures.
- Feed back system & corrective measures, wherever required.

8.0 ROLE OF SAFETY CUM ENVIRONMENT IN-CHARGE

The contractor shall designate a person possessing required experience and skill in safety and environmental issues as "Safety cum Environment In-charge". His main duties shall consists of :

- Observance of safety action plan for the work and conditions stipulated in the tender/agreement.
- Providing and maintenance of safety facilities like access roadways, pedestrian routes, barricades and overhead protection.
- Providing and installation of safety signs.
- Circulating safety practices for each trade.
- Testing of lifting machineries such as cranes and goods hoists and lifting gears such as ropes and shackles and obtaining certification from competent authority.

- Inspection and maintenance of access facilities such as scaffolds and ladders.
- Inspection and cleaning of welfare facilities such as toilets, clothing, accommodation and canteens.
- Explaining the relevant parts of the safety plan to each worker group.
- Playing role in Disaster management plan.
- Identifying unsafe practice / equipment and rectifying the same.
- Dissemination of information on safety and environment protection
- Attending safety committee meetings and implementing all decisions taken by safety committee.
- Ensuring proper use of personal protective equipment.
- Delivering Safety talk to workers.
- Implementing all Environmental Impact Mitigation measures.

9.0 ROLE OF SUPERVISOR

Good planning and organization at work site and assignment of clear responsibility to supervisors are fundamental to safety and environment protection. Each supervisor shall ensure within his field of competence and domain the following:-

- Working condition and equipment are safe.
- Workplace safety is ensured.
- Workers are trained for the job they are supposed to do.
- Workplace safety measures are implemented.
- The best alternative to ensure safety and environment protection is adopted within available resource and skill.
- Necessary personal protective equipments are available and used by workers.
- Safety caution boards are displayed at right place.
- Unsafe practices are eliminated.
- Arranging rescue of workers, in case of accident.
- Playing his role in disaster management plan.
- Arrange tool box safety meeting frequently.
- Informing safety cum environment in-charge in case of any violation of safety practices.
- Informing safety cum environment in-charge in case of any violation of Environmental Impact Mitigation measures.

10.0 ROLE OF WORKER

Every worker shall follow safety practices and environmental impact mitigation measure conveyed to him by the contractor's supervisor. He shall take care of his tools and use personnel protective equipment in accordance with safety practices.

11.0 SAFETY COMMITTEE AT SITE

The safety committee shall include representative of BPCL, representative of contractor identified as safety cum environment in-charge and representatives of various trades from workers. Ratio between BPCL representatives and that of contractor and various trades taken together shall be 1:1.

Model code of practice:

Safety committee is a key part of safety in the workplace. They shall accomplish the following::

- a) Central focus : Overall look at safety requirements and to foresee problems that might otherwise cause difficulties.
- b) Sounding board. The committee is a visible and approachable body for safety or environmental complaints, suggestions, and the like.
- c) Central coordination. The coordination of safety training activities shall be accomplished by the safety committee.

An effective safety committee encourages safety awareness, gets a large number of employees actively involved in the safety program over time, helps motivate employees to follow sound safety practices. An effective employee safety structure provides a feedback mechanism to identify and correct new safety hazards at the earliest stage. Once the safety committee structure is in place and working well, it is a natural vehicle for employee involvement, preparation and introduction of new safety rules, new preventative practices, and safety procedures on new equipment.

Primarily safety committee shall look in to following:

- a) Detection of Hazard and determination of risks to workers, equipment, property and environment.
- b) Deciding actions to mitigate risks
- c) Drawing Disaster Management Plan
- d) How the committee can help management to enforce safety rules and environmental Impact mitigation measures.
- e) How to implement safety suggestions
- f) How to ensure compliance from workers.

Ideally safety committee members should play following roles:

- a) Set a good example. Committee members must set a good example. They must be above average in their safe work habits and their positive attitude about safety and environment..
- b) Be visible. Names of safety committee members should be posted prominently in their departments.
- c) Conduct safety inspections. Safety committee members should perform safety inspections. Members know the safe—and the unsafe—way to perform the jobs. Hence, they are right men to correct unsafe situation.
- d) Investigate accidents. Safety committee should investigates all lost work day accidents and record the findings.
- e) Hold regular meetings. Safety committees must meet at least once a month,

and for their meetings to be effective the following matters must be considered:

Safety cum environment in-charge shall in general act as chairperson cum secretary

Preparing agenda & issuing in advance of the meeting to:

- keep discussions on track
- allow members to prepare for the meeting

Issuing Minutes within two days containing:

- written summary of proceedings
- names of attendees
- number of absentees
- responsibilities for implementation assigned
- timing of implementation assigned
- cost of implementation
- any approvals required
- completed recommendations
- uncompleted recommendations
- accident review (if any)
- safety training activities

Duties of Safety Committee members shall be as under:

- Work safely yourself—set the example in the site.
- Attend and actively participate in safety committee meetings.
- Speak to your fellow workers if you believe that they are engaged in an unsafe work practice; report things which you feel you can't handle.
- Listen to employee suggestions about safety and bring those that appear to have merit to the notice of safety committee.
- Before each safety committee meeting review minutes and open items affecting your section of job and have answers or a progress report on each item for the meeting.

Model code of practice for Safety Talks:

Safety talks should be delivered by any one of Safety Committee members by rotation. Duration could be anything depending on interest of audience and capacity of speaker to deliver oration.

The speaker may like to use this opportunity to convey various decisions taken in Safety Committee to workers. He may prepare talk on following suggested topics or any topic of his choice but of relevance. Political or human relation related topic must not feature in Safety talks.

- i. Housekeeping

- ii. Use of Safety Shoes
- iii. Use of Safety Helmet
- iv. Wearing of Safety Harness
- v. Safety from Cement and stone dust.
- vi. Checking scaffold before climbing
- vii. Right use of ladders.
- viii. Use of materials and tools while on scaffold.
- ix. Fall protection, i.e. toe boards, anchoring of safety harness, positioning of safety net.
- x. Handling of Asphalt
- xi. Precautions during excavation.
- xii. Electrical faults.
- xiii. Safety from hanging live wires and high tension lines.
- xiv. Entering confined space.
- xv. Safety from toxic materials and fumes.
- xvi. Right posture for lifting weights.
- xvii. Slipping, tripping, drowning and falling hazards.
- xviii. Eye protection from arc welding and dust.
- xix. Precautions during operation of lifting appliances.
- xx. Safety during erecting shuttering.
- xxi. Safety during stripping of shuttering.
- xxii. Safety during use of concrete mixers and pouring of concrete.
- xxiii. Precaution during demolition of any structure.
- xxiv. Right storage of safety belts and other PPEs.
- xxv. Working on steep roof.
- xxvi. Safety from vehicles.
- xxvii. Need of communication and looking for safety of one another.
- xxviii. Look around safety.
- xxix. Air and water pollution.
- xxx. Nearby medical facilities.
- xxxi. Sun stroke and remedies
- xxxii. First aid in case of injury.
- xxxiii. Protection from AIDs.
- xxxiv. What to do if accident happens.

12.0 WORKING CONDUCT

No one shall enter any part of the worksite other than for the purpose of carrying out the work. Contractor's personnel shall abide by all rules and regulations stipulated, including the following:

- Smoking inside the premises of a working location is strictly prohibited except in the designated areas.
- No source of ignition shall be taken to job site unless covered by a Hot Work Permit.
- Personnel must also strictly adhere to the approved protective clothing and equipment requirements.

- It is essential that good house keeping is practiced at all time to keep the work area neat and clean. No material on any of the site of work shall be so stacked or placed as to cause danger and inconvenience to any person.
- Consumption of liquor, drugs or any other intoxicating substances shall be totally banned.

13.0 SITE PLANNING AND LAYOUT

Proper advance planning shall be done in all matters including the following:

- Details regarding location of workshop / fabrication yard/ quality control laboratory / store yard / electrical installations / construction machineries, medical and welfare facilities, lighting etc. shall be decided and identified.
- The working sequence.
- Clear access to work location.
- Identifying and providing emergency exit.
- Displaying warning notices at vulnerable locations and routes for vehicles..

14.0 HOUSE KEEPING

- Maintain tidiness during construction by cleaning up rubbish/scrap/spilled oil and grease.
- Keeping gangways, working platforms and stairways clear of equipment and material not in immediate use. Removing or hammering down any nails projecting from timber etc.
- Arrange all machinery such as welding machine, generators, cutting machine etc. in such a way that equipment are segregated and protected.
- Check all machines at periodic intervals.
- Do not accumulate saw dust and other combustible waste to avoid fire.

15.0 LABOUR ACTS:

The Contractor shall comply with all provisions of applicable Labour Acts, such as

- (a) The Minimum Wages Act 1948.
- (b) The Factories Act 1948
- (c) The Contract Labour (Regulations & Abolition) Act 1970
- (d) The Building & other Construction Workers Act 1996.
- (e) The Employees State Insurance Act 1948
- (f) The Employees Provident Funds & Miscellaneous Provisions Act, 1952.
- (g) Any other applicable Act.

16.0 LABOUR WELFARE MEASURES:

The contractor shall extend all welfare measures to his workmen in line with provisions given in labour acts mentioned in previous clause 15. Some of those are reproduced below:-

- First Aid box
- Treating injuries by a qualified and experienced medical practitioner.
- Arrangement for hospitalization, if needed.
- Payment of wages / PF / ESI etc. as per relevant labour act and maintaining proof of the same.
- Ensuring fitness of workers and maintaining hygiene.
- Arrangements for clean & cold drinking water.
- Separate toilet and washing and resting facilities for male and female workers.
- Canteen facility, if obligatory under contract labour act..
- Crèche, if obligatory under contract labour act.

17.0 ROLE OF SUB-CONTRACTORS

It shall be responsibility of the contractor to ensure that all sub-contractors engaged by him in accordance with terms of agreement with BPCL, comply with all safety practices and environment protection measures mentioned here and conveyed to him subsequently.

18.0 PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment shall be of approved make and are essential for avoiding injuries to workers on the job. A register showing stock and issue of PPE shall be maintained by the contractor. The most common personal protective equipment are described below.

18.1 SAFETY SHOES

Suitable safety footwear conforming to relevant BIS code shall be worn by personnel, considering the nature of works and hazards such as:

- Risk of crushing by heavy objects.
- Penetration by sharp objects.
- Penetration by chemicals or harmful liquids.
- Weld spatter.

Leather safety shoes with steel toe caps shall be used for all heavy manual work and general construction. Shoes shall be abrasion resistant and suitable for wet and muddy conditions. Soles shall be slip resistant type.

Light low-cut leather safety shoes with slip resistant soles shall be used for climbing job. Gum boot shall be used while working with bitumen, chemicals, mud and muck etc.

18.2 HAND GLOVES

Hand gloves are mainly used to protect the hand from hazards of material handling, heat, electrical shock. etc. Various types of hand gloves are available. Some of those are described below:

- Flame-resistant gauntlet gloves made of leather or other suitable material. They may be insulated for heat.
- Rubber gloves suitable for working in low voltage, medium voltage and high voltage.
- Hand gloves made of asbestos for handling hot bitumen and other hot work.
- Hand gloves made of special material for protection against chemicals.

Hand Gloves shall conform to relevant BIS code.

18.3 SAFETY HELMETS

Safety helmets shall be of yellow colour with chin strap. All workers are expected to wear safety helmet while inside the construction site. Sufficient number of safety helmets shall be kept at site for visitors. Safety helmets used by helpers of excavators shall have suitable arrangement to carry load on head. Safety helmet shall conform to relevant BIS code.

18.4 SAFETY JACKET

All workers shall wear yellow colour jackets made of good quality cotton with trade name printed on back and front in bold letters. Safety cum Environment in-charge and supervisors shall wear jackets of green colour made of good quality cotton with designation printed on back and front in bold letters.

19.0 PROTECTIVE CLOTHING DURING WELDING AND HANDLING TOXIC/HAZARDOUS MATERIALS

Welders shall wear aprons or overalls and gloves made of flame resistant material. Hand held welding face shield shall be used for any welding job. Full face shield with respiratory filters shall be used for specialized welding jobs. For handling toxic or hazardous materials proper impervious overalls, gum boots, gloves; facemask and respiratory equipment like canister masks shall be used. All equipment shall conform to relevant BIS code.

19.1 GOGGLES

Goggles shall be used to avoid risk from:

- Flying particles / dust ingress.
- Chemical splash – Radiation glare.
- Hot sparks or metal splatter.
- Harmful vapours.
- Sand / grit blasting.

Goggles shall be single piece constructed of clear impact resistant plastic and fitted with adjustable elastic straps. Goggles shall conform to relevant BIS code.

20.0 HEARING PROTECTION

Hearing protection shall be worn by personnel involved with works in areas where noise level exceed 85 dB (A noise level beyond which normal conversation becomes difficult) on a continuous or regular intermittent basis.

Protection is available in two basic types; 1) an external cup type defender which fits over the outside ear and 2) internal disposable type of ear plugs usually made of compressible foam, which fits inside ear. Whenever practicable, equipment generating high noise levels shall be fitted with sound mufflers and located at maximum possible distance away from any work place .

For overhead welding ear protection in the form of wool or rubber plugs shall be done.

All equipment shall conform to relevant BIS code.

21.0 WARNING SIGNS AND BARRIERS

The contractor shall arrange necessary material to secure the work site and to warn the general public or other workers of hazards. This shall include

- Warning signs.
- Warning lights and signs in traffic control zone.
- Barricades around excavations including illuminating warning signs.

22.0 RESPIRATORY PROTECTION / MASK

Whenever there is doubt about the presence of toxic substances or the gases injurious to health, a respirator must be worn. The type of respirator to be used shall depend upon the hazard and work conditions.

The simplest masks are disposable paper types. These are only effective against nuisance dusts. There are three types of half-face masks with filters.

- For protection against airborne particles, e.g. stone dust, with a coarse filter fitted in the cartridge (these filters have a specific lifetime and should be changed as necessary).
- For protection against gases and fumes, e.g. when using paints containing solvents, with a filter containing activated carbon.
- A combination filter containing both a dust and gas filter. Cartridge must be replaced regularly.

A full facemask could be fitted with the same types of filter, and it also protects the eyes and face.

Self-contained breathing apparatus with a full-face mask fed with air at positive pressure is another alternative and it must be used in confined spaces and whenever supply of air or oxygen is insufficient.

Users must be trained in the use of self-contained breathing apparatus and must know the manufacturer's specifications.

All equipments shall be thoroughly checked prior to use to ensure:

- Oxygen Cylinders are full and gauges function correctly.
- All connections are proper
- Facemasks are in order.

All equipment shall conform to relevant BIS code.

23.0 SAFETY BELTS / HARNESES

The majority of fatal accidents in construction sites are due to fall from height.

There are many types of safety belt and safety harness available depending on nature of work. A full safety harness should always be used in preference to a safety belt.

Safety belts / harnesses shall conform to relevant BIS code and worn by all workers working at a height greater than 2 mts above ground level.

Details of Safety Belts / Harnesses are given in 26.5 "Working at Height".

24.0 LIFE JACKET AND LIFEBUOYS

For working over or near large and deep-water body this life saving device should be used. Life Jacket shall be tested for leak and usefulness before start of work. It shall conform to relevant BIS code.

25.0 RAIN COAT

Rain coat shall be provided to workers during rainy season. The colour of rain coat shall be yellow. It shall conform to relevant BIS code.

26.0 SAFE CONSTRUCTION PROCEDURES / PRACTICES

26.1 EARTH EXCAVATION

- i) The site of the excavation or trench should be sloped or battered back to a safe angle of repose usually 45 degree or be supported with shoring by timbering or other suitable means to prevent collapse. The type of support necessary will depend on the type of excavation, type of soil, the nature of

ground and the ground water condition. Adequate timbering or sheeting shall be provided where excavation is deeper than 1.5 M. 100 mm wide "Safety tape" of yellow colour with one meter long phosphorescence band after every three meter shall be used to encircle excavated pit of any depth. For any pit of depth one meter or more, one meter high fence with a mid rail made of bamboo or steel pipes shall be provided for preventing people / animals from slipping into the pit. If the pit is by the side of vehicular drive way, in addition a prominent board shall be put up saying "Excavation in Progress".

- ii) Pumping out of accumulated water from pit is to be done at regular intervals. Run-away water shall be prevented from entering the excavated area, as such water can cause erosion of soil and sudden collapse of earth.
- iii) If the excavation is carried out without shoring, necessary angle of repose shall be maintained at all times.
- iv) Labourers shall not be allowed to sleep or take rest inside the pit. Protection against insects / poisonous snake shall be provided.
- v) Excavated earth shall be stacked at least one meter away from cutting edge to avoid collapse of trench and sliding of heaped earth into trench.
- vi) Contractor shall ensure that the excavation does not damage any existing underground cables, pipelines, foundation of adjoining buildings or structures etc. Wherever excavation is near any adjoining building or structure, proper precaution shall be taken.
- vii) Before working / entering inside an existing excavated pit it shall be ensured that it is free from any toxic gasses or explosive gases. The underground water present in the pit shall be checked for acid content, if there is possibility of seepage of industrial affluent.
- viii) Adequate access to and escape from the excavated trench in the form of ladders provided at every thirty meters or less shall be ensured. Crossovers over excavated trench shall be provided at suitable interval for movement of workers.
- ix) If the excavated trench is adjacent to any parking space for vehicles, adequate and well-anchored stop blocks shall be provided on the surface to prevent vehicles from falling in to trench while reversing.

Relevant BIS codes shall be followed for safe practices.

26.2 PILING AND OTHER DEEP FOUNDATIONS

The following precautionary measures shall be taken:

- Piling machine operators shall be over 18 years of age and properly trained.
- Prior to piling, all underground services shall be located and made safe
- There shall be a firm level base for the crane. If necessary crane mats shall be provided.
- The workers shall use necessary personal protective equipment.
- All cranes, lifting appliances and lifting gear must have appropriate certificates of testing and shall be of capacity required for the job.
- Particular attention shall be provided to the risk of damage to lifting gear from sharp edges.

- Cranes used for lifting or lowering workers, must be fitted with a dead man's handle and lowering shall be done under power.

Relevant BIS Safety Code for piling and deep foundations shall be followed.

26.3 WORKING IN BASEMENT / UNDERGROUND TANK

Fatal and serious accidents could occur if proper precautions are not taken before entering confined space like basement or underground tank.. The following precautions shall be taken:

- i) Entry into the confined space shall be allowed only against Hot work permit.
- ii) Air circulation shall be ensured. Hot work in such places shall be taken up only after ensuring that ample supply of fresh air is available using additional blowers etc.
Proper ventilation shall be ensured by opening manholes (either ends if available) and fixing a wind sail or forced circulation of air. Old tanks shall be filled with water and washed with water before entering into it. Sludge shall be cleared / removed from outside of the confined space, to the extent possible, before entering.
- iii) Workers shall be allowed entry in the confined space, only after ensuring absence of toxic and explosive gases. Purging of gases may be done by filling the underground confined space with water.
- iv) Everyone inside the confined space shall wear rescue harness, with lifelines attached to a point outside the confined space. Whenever workmen are allowed to enter a vessel or underground tank or confined space, it is necessary to keep one person (alert and trained) at each manhole or entry point. The person should keep watch through manhole and offer rescue assistance so as to ensure prompt pulling out of the workers from confined space in case of emergency. Proper communication system between confined space and outside shall be maintained.
- v) A proper procedure for rescue in an emergency shall be laid down, with specific duties allocated to specific persons.
- vii) An experience supervisor shall supervise the entire operation.
- viii) Monitoring of air supply must continue while work in progress.
- ix) Only trained workers shall be allowed entry into confined space..
- x) The following equipment shall be provided.:
 - Toxic gas meter, Oxygen meter and Explosive meter
 - Rescue harnesses with adequate length of rope taking into account the location of work site.
 - Hand torches or lamps safe for use in a flammable atmosphere.
 - Appropriate self contained breathing apparatus.
 - First aid equipment.
 - Fire fighting equipment.
 - An audible alarm for summoning help.
 - Resuscitation equipment.
 - Means of communication between confined space and outside.
 - Boards & barricades.

26.4 DEMOLITION

- Demolition is a dangerous process and workers shall use requisite personal protective equipment.
- Demolition must be supervised by supervisor with thorough knowledge not only on demolition procedure, but also on the principles of structural construction.
- A survey of the physical characteristics and design of the structure to be demolished must be carried out in order to choose a safe method of demolishing. The demolition action plan shall be drawn by the contractor including drawings or sketches showing the sequence of operations, the machinery and equipment to be used, personal protective equipment required etc. Before demolition begins, all service connections to the structure shall be disconnected. Arrangements must be made to erect a fence of height two meter encircling the structure under demolition
- It is dangerous to leave isolated walls or parts of a wall standing alone, as those are liable to collapse from the effect of high winds and hence necessary supports should be given in such cases.
- Debris should not be allowed to build up against walls or floors with the consequent risk of the structure getting overloaded.
- Vapour present inside the structure must be checked for toxic nature before starting demolition work.
- Protective measures should be taken against dust, fumes, chemical deposits, asbestos, glass wool etc. while carrying out demolition work.
- Disposal process and pit / yard should be identified for safe disposal of debris.
- Relevant BIS safety code for demolition of structures shall be followed.

26.5 WORKING AT HEIGHT

Scaffolds accidents occur primarily to the following reasons:

- Faulty design
- Faulty erection
- Weak foundation
- Inadequate strength of structural members
- Inadequacy of platforms, guard-rails and toe-boards.

Scaffolds are designed for live loads of workers and building materials, besides their own dead weight. However, a scaffold is usually designed only in case of important structures, like bridge girder/slab, very long beam/very large slab in buildings etc. In case of day today scaffoldings for general civil constructions / colour washing / painting / plastering etc., scaffolds are usually not designed, but erected based on experience.

Scaffolds may be constructed of either timber, sal ballies, bamboo, or metal. Those may be single scaffold or double scaffold for light duty or heavy duty, as

the case may be. Single scaffolds are recommended for carpenter, painter and similar trade. Double scaffolds are recommended for masons and similar trade. All scaffolds should conform to IS:3696(Pt.1)-1987. As bamboo and metal scaffoldings are used, salient features of those scaffoldings are given below:

Single Pole Bamboo Scaffolds :

Single scaffold consists of one row of upright poles or standards, placed not more than 1.8mt centres, fixed at suitable distance from the wall and connected horizontally by ledgers (bamboo placed horizontally) spaced vertically at 1.5 to 1.8mt centres. Cross members (putlogs), supported on ledger on one side and hole in the wall on other side, are provided at 1.2mt centres.

Double Pole Bamboo Scaffolds:

It consist of two rows of up-rights or standards. The inner row is placed next to wall and other row placed 1.2 to 1.5mt away from the wall. As in earlier case, ledger is provided every 1.5 to 1.8mt vertically. However, in this case , putlogs shall rest entirely on ledgers at both ends.

Every single or double pole scaffolds, shall be effectively tied with adjacent structure. Diagonal face bracing or zig zag face bracing shall be provided on single pole scaffold and outer row of double pole scaffold. The maximum distance between braced bays in any lift of scaffold shall not exceed 10mt.

Quality of Bamboo

Bamboo should be reasonably straight, sound, free from splits, knots dry rot, worm holes and any other defect, which tend to reduce strength of bamboo. The mean diameter shall not be less than 80mm in case of single pole scaffold and 100mm in case of double pole scaffold, subject to minimum diameter of 50mm at thinner end. The slenderness ratio, i.e.L/d ratio shall not exceed 50, where L is the legnth of up-right or standard between putlogs. The diameter of bamboo shall not be measured at knot points.

Where it is necessary to extend a up-right, the overlapping distance between two up -rights shall not be less than 600mm.

Maximum Height of Bamboo Scaffolds

IS:3696(Pt 1) has recommended use of Bamboo Scaffolds for heights upto 18mt, subject to conforming to provisions given there-in.

Platform Width for Working on Scaffolds

- ❖ Where platform is not more than 2mt above ground or floor:

For Painters,Decorators etc	300mm (min)
For other types ,i.e., mason etc.	500mm (min)

- ❖ Where platform is more than 2mt above ground floor:

For Painters,Decorators etc	900mm (min)
For other types ,i.e., mason etc.	1200mm (min)

Railings & Toe Boards

Railings consisting of top rail at a level of around 1000mm above platform and an intermediate rail halfway between top rail and platform shall be provided for all working platforms higher than 2mt above ground or floor.

The platform edges shall be provided with 150mm high toe board to eliminate hazards of toolbar or other objects falling from platform. Where scaffolds are erected over areas, where people work or pass, the space between top rail and toe board shall be enclosed by tarpaulin or PVC sheets.

Means of Access

A safe and convenient means of access shall be provided to all platform level of scaffolds. Conventional means of access are the following:

- Ladder
- Stairway
- Ramp

Ladder:

- To ensure safe use of ladder, the following steps should be followed:
- Erecting ladders in the "four up-one out position" (i.e 75 degree angle between ladder and ground)
- Lashing ladder securely with the structure.
- Using non-slip devices, such as, rubber shoes or pointed steel ferrules at the ladder foot, rubber wheels at ladder top, fixing woollen battens, cleats etc.
- When ladder is used for climbing over a platform, the ladder must be of sufficient length, to extend at least one meter above the platform, when erected against the platform in "four up-one out position".
- Portable ladders shall be used for flights not more than 4mt. Above 4mt flights, fixed ladders shall be provided with at least 600 mm landings at every 6mt or less.
- The width of ladder shall not be less than 300mm and rungs shall be spaced not more than 300mm.

Stairway

For scaffolds exceeding 4mt height, stairway are safest means of access.

I t shall conform to the following:

- Treads and risers shall be of uniform width and height in any one flight.
- Minimum width of 1000mm.
- No unbroken vertical rise of more than 4mt.
- Maximum angle of ascent 50 degrees.
- Stair railings on all open sides.
- Hand rails on all enclosed sides.
- Railings and toe boards on all landings.

Ramp

Ramp shall conform to the following:

- Open sides of ramp shall be protected by railing and toe board, where ramp is 1.5mt or more above ground or floor.
- Where slope is more than 1 in 4, footholds shall be provided by stepping laths of minimum size 50 x 30mm at interclass not exceeding 450mm.
- Maximum permissible slope is 2 in 3.

Metal Scaffolds

With the evolution of concept of designing multi -storied and long span structures, metal scaffolds came into practice, mainly due to following advantages.

- Ease of assessing strength of scaffolds structure.
- Reusable many more times than bamboo.
- Possibility of human error while erection, is much less that in case of bamboo scaffolding.
- Aesthetically neat and good looking.

Metal scaffolds shall conform to IS:2750 - 1964, in addition to IS3696(Pt 1). Scaffold tubes are usually 40mm N.B., mild still continuous weld conforming to IS:1239 or IS1161, grade YST 210, of lengths varying between 4.5mt to 6mt. These are manufactured and marketed by various agencies. As such, it is essential to obtain guarantee certificate from the manufacturer about safety and stability of metal scaffolds under likely worst combination of loads.

Other General Safety Requirements for all types of Scaffolds

- Erection, alteration and removal shall be done under supervision of experienced personnel.
- Use of barrels, boxes, loose bricks etc., for supporting platform shall not be permitted.
- Every platform and means of access shall be kept free from obstruction.
- Each supporting member shall be securely fastened and braced
- Where planks are butt-joined, two parallel putlogs shall be used, not more than 100mm apart, to give support to each plank.
- Platform plank shall not project beyond its end support to a distance exceeding four times the thickness of plank, unless it is effectively secured to prevent tipping. Cantilever planks shall be avoided.
- If Grease, mud, gravel, mortar etc., fall on platform or scaffolds, these shall be removed immediately to avoid slipping.
- Workers shall not be allowed to work on scaffolds during storms or high wind. After heavy rain or storms scaffolds shall be inspected by site-in-charge before reuse.
- All scaffolds or platforms shall be fastened with adjacent structure, and if independent, scaffolds shall be braced properly.
- Scaffolding shall be erected on firm and level ground. In case of loose soil, the soil should be compacted by watering and ramming, besides using wooden base plate of minimum thickness 30mm for erecting standards.
- All members of metal scaffolding shall be checked periodically to screen out defective /rusted members. All joints should be properly lubricated for easy tightening.
- Clear access to scaffolds shall be maintained at all times. For prohibiting entry of unauthorised persons in scaffolds area, barricades should be put up and warning notices prominently displayed.
- If scaffolds are used, where public movement is anticipated, entry of public should be prohibited for the duration of the job.
- Where lifts are provided to hoist premixed concrete, reinforcement etc., to upper floors, barricades should be raised to prevent accidental entry of

workers under the lift. Such lifts shall not be used for hoisting people, unless those are designed specifically for that purpose.

- Dismantling of scaffoldings shall be done in a pre-planned, sequential manner in order to maintain stability throughout the process. If necessary, additional tying, bracing may have to be done to prevent sudden collapse of scaffolds structure.
- Before initiating dismantling process, precautions should be taken to ensure removal of all loose materials from the scaffolds.
- Use of scaffolds, under dismantling process, must be prohibited.
- Wearing safety helmets shall be made mandatory within 10mt from scaffolds.

Dismantling of Form -work

Action for dismantling form-work, used for supporting concrete casting, must be done after expiry of requisite number of days after casting and proper curing. Untimely dismantling of form-work may cause total collapse of structure.

Bottom shuttering of chajia or sun-shed should not be removed, till the attached lintel is properly secured by brickwork, to avoid failure of lintal due to toppling / torque.

In case of casting of multi-storied framed structure, casting of upper floor should be avoided till expiry of minimum curing period of lower floor. But, if essential, bottom shuttering of the lower floor shall be suitably strengthened by additional props.

INDUSTRIAL SAFETY BELTS & HARNESSSES

Primary functions of safety belt & harness are to minimise injury after a fall. Despite providing proper scaffolds, railing etc, possibility of slipping and falling can not be over-ruled. This equipment is the last check to prevent worker from getting fatal injury.

Four types of safety belts & hareness are available in the market, depending on nature of various jobs. Failure to choose right type of safety belt & harness may led to endangering life of worker at the time of need. All safety belts and harness shall conform to IS3521-1989.

Type	Consists of	Permissible fall	Used for
I	Waist belt with safety line	Not more than 0.6mt	Building / Structural maintenance.
II	Waist belt with two shoulder straps & safety line	Not more than 1.8mt.	Construction, structural erection.
III	Waist belt with two hoisting straps & safety line, with provision for leg straps.	Not more than 0.6mt.	Working in confined atmosphere and rescuing.
IV	Waist belt with pole strap.	-	Working on electric line pole.

Proper choice of anchoring point for anchoring the safety-line is essential. At many instances, the workers have met with fatal accidents due to anchoring with

weak supports. Sometimes anchoring points are found to be chosen by mistake in such a way, that should a person fall, he would hit against a rigid structure due to swinging action of the safety line. Hence anchoring point for safety-line needs to be judiciously chosen. Where proper anchoring points are not likely to be available, action should be taken in advance to provide for hooks and fixtures.

The shock absorbing capacity of the safety-line is critical for reducing impact of fall. A stiff safety-line, would arrest a fall suddenly, resulting in an abnormal impact load on body of the worker, causing injury. According to IS3521, safety-line should be made of nylon or polyester or synthetic fibre. It shall not break under minimum tensile load of 2000kg. The minimum diameter of test specimen shall be 10mm. Performance test of the Safety belt & Harness shall be carried out as per annexure - B of IS3521, by dropping an articulated anthropometric dummy weighing 100 ± 5 kg with an overall height of 1.6mt to 1.8mt, and waist not more than 1000mm circumference.

INDUSTRIAL SAFETY NETS

Industrial Safety Nets are designed to catch workers and / or debris falling whilst working on high buildings or structural fabrications.

The safety net should be installed as close to the work level as possible.

Sufficient clearance should be maintained between the safety net and the ground or structure below, in order to accommodate full deflection of the net under impact.

IS 11057-1984 specifies requirements for two types of safety nets.

Suitable for use at maximum duty height (*) upto 6mt

Suitable for use at maximum duty height (*) upto 1mt

(* The maximum vertical distance between working level and the level at which safety net is to be placed in use.)

- Salient features are as under:
- Minimum nominal size shall be 4mtX 3mt.
- Shall be made with square or diamond mesh and the length of mesh side shall not be more than 100mm.
- In case of multi layer nets, all layers shall be joined together and fitted to a common border cord or cords.
- A continuous length of net, with no joints shall be used.
- When in use (without any load, except dead weight of the net), the sag at centre of the net shall be between one-fifth and one-fourth of the length of the shorter side.
- Performance shall be tested by actual drop test of a sand bag weighing 140kg, in accordance with appendix A of IS-11057-1984. (Safety nets are available with an overlay net to catch small tools and debris. But, the performance test shall be carried out only after removing such overlay net.)
- The deflection at the centre of the net during above drop test, shall not exceed 2mt or one-half of the length of the shortest side, whichever is more.
- Manufacturer shall declare the duty height at which net conforms to IS11057 by fixing labels marked with indelible ink at two different positions on the net. The labels should also contain following information.
 - ❖ Manufacturer's name or trade mark
 - ❖ Nominal size of safety net.
 - ❖ Date of manufacture.

- ❖ Deflection at centre of the net during above drop test.

ROOFTOP LADDERS

Asbestos cement sheets are usually used as industrial roofing material. These are very brittle. In some cases GI sheets are used, which when rusted, become fragile. The collapse of fragile roofs, while walking on it, can cause fall from rooftops. These roofing materials are often laid on slopes, causing additional hazards of slips and falls from edges. For working on fragile and / or slopping roof, the following safety measures shall be taken:

- Crawling boards or roof top ladders shall be used.
- While working, the worker should always stay on those and remember not to step on the roof surface, which may give way.
- Before commencing any work on fragile roof, the site-in-charge shall verify the availability of crawling board or roof top ladder and competence of workers to use those equipment.

26.6 STORAGE TANKS / SPHERES / BULLETS

The safety of tanks depends more on the standards and quality of inspection applied at all stages of construction than any other single feature. The contractor shall ensure adherence to relevant code and all safe practices required during construction of tanks including handling of plates from storage yard to fabrication yard

26.6.1 FABRICATION

- Before commencing the fabrication work, work area is to be made free from combustible materials, used asbestos cloth and place proper fire extinguisher near work site.
- While gas cutting of structural items, there is a possibility of back fire to the portable gas cutting set and hence cutting torch, rubber hoses pressure gauges shall be checked thoroughly at regular intervals.
- All personal protective equipment shall be worn by welder.
- Loose nylon or polyester dresses shall not be used during work.
- All gas cylinders to be kept, in upright position and avoid mishandling.

26.6.2 ERECTION

- Proper supports to be provided on both sides of plate after erection by guy ropes/wires/cranes to hold the plate in position and to avoid falling of plates on ground.
- Only proper structural supports shall be used for workmen standing purpose and not boxes / drums etc. .
- Holes in plate work to assist in erection are not permitted. Lugs nuts, clamps etc. to assist in erection may be attached to tank shell plate by welding for erection.

- The tank shell shall be safeguarded from damage due to wind by provision of steel wire guy ropes or cables after erection of 3rd shell or 3 M height whichever is less until completion of roof.
- Support for steel scaffolding shall be checked. Each scaffolding shall be tied up with other to avoid fall of welder from a height due to shifting/sliding of scaffolding from its position.
- To avoid accident at height “jacking up method” shall be adopted from safety point of view.
- Suitable capacity of crane and authorized driver shall be deployed for operation.

26.6.3 WELDING AND GAS CUTTING

Adherence to relevant codes and employment of qualified and tested welder are two basic requirements for welding and gas cutting process. Hazards such as electricity, heat/flame, flammable gas etc. are present in this process. Hence following precautions must be followed while carrying out these operations.

- Hot work permit shall be obtained wherever applicable before commencement of the work.
- All fire precautions as stipulated in IS:3016 (code of practice for fire precautions in welding and cutting operations) shall be followed while welding/gas cutting.
- Fire extinguishers, sand buckets, water and gunny bags shall be provided when hot work is in progress. Gas cylinders used for gas cutting and welding shall
 - Be of approved make.
 - Be stored upright, and is kept away from hot work and care shall be taken to prevent heating of gas cylinders.
 - Gas cylinder valves shall always be checked and shall be closed when not in use.
 - Be stored in a well-ventilated area.
 - Be fitted with safety caps when not in use.
 - Not be lifted by nozzle and rolled.
- All gas and oxygen regulators shall be fitted with Flashback arrestors, being non-return valves designed to prevent an explosive mix developing in cylinder.
- Checking for leaks shall be with help of soapy liquid applied to each joint and under no circumstances shall a naked flame be applied to any part of the cylinder.
- When working at a height, do not place cylinders directly beneath the working area, as molten metal may fall onto the hoses, causing leaks and possibly igniting the gasses.
- During electric arc welding process, very high ultra violet radiation is generated. The welder and any person working in close proximity, in order to prevent permanent damage to the eyes must wear suitable eye protection. When not in use, power supply to the holder and electrode shall be turned off.

- Hose shall be in good condition, and properly clamped. Welding cable shall have proper insulation with minimum number of joints.
- All equipments shall be properly earthed, and cables properly insulated and connected.
- ELCB / RCCB shall be provided in every welding circuit. Earthing shall be dedicated for each circuit. Diesel generating set shall have separate earthing. Circuit shall always be made by cables of right quality and cross section only. Diesel generating set shall be connected with welding transformer through switch board fitted over a rigid support at height of 100 cm from ground with appropriate ELCB / RCCB.
- The welder or welding operator shall be insulated from both the work and metal electrode and holder. The bare metal part of an electrode holder shall never be permitted to touch the operator's bare skin or wet clothing. Consistent use of well insulated electrode holders and cables, dry clothing on hands and body and insulation from the ground shall be helpful in preventing contact with electricity.
- Electrode should never be changed with bare hand or wet gloves or when standing on wet floor / ground.
- Frame of welding unit (portable/stationary) should be grounded using correctly rated wire/strip and earth pit.
- Resistance to earthing must be checked daily before start of work.
- Receptacles of power cables for portable welding unit should be used so that it is impossible to remove the plug without opening the power supply switch.
- If cable is worn, exposing bare conductors, it must be immediately replaced / insulated.
- Welding cables shall be kept dry and free of grease and oil to prevent premature breakdown of the insulation.
- Cables laid on the floor/ground shall be protected in such a way that they will not interfere with safe passage or become damaged or entangled.
- Welding cables shall be kept away from power supply cable or high tension wires.
- Welding cables shall not be coiled or looped around any structure.
- While coupling several lengths of cables for use as a welding circuit, insulated connectors on both the ground and electrode holder line shall be used if occasional coupling and uncoupling is necessary.
- Supervisor shall ensure that the portion in the circuit of liquid or gas circulation e.g. the storage tank, pipelines, valves, pumps etc. where welding/cutting work is to be carried out, is blanked or isolated and purged with inert gas or washed thoroughly, so as to make absolutely certain that no inflammable liquid/gas is present in an amount, which can catch fire under action of heat, spark, flame, welding spatter or red hot objects. The area shall be checked and ascertained that concentration of combustible gas in the air is within permissible limit.
- Goggles, if used, shall be for welding with right shade conforming to ANSI Z 87.1 or BIS.
The shade number of the glass to be used for various purpose/ process shall be as under:

OPERATION	SHADE NO. OF THE GLASS
Soldering	2
Torch brazing	3 or 4
Gas cutting (1" to 6")	4 or 5
Gas cutting (over 6")	5 or 6
Gas welding	5
Shielded metal arc welding	10

- *Other personal protective equipment shall be as under:*
 - ❖ Protective cloth/apron long enough to cover wrists and forearms against heat, sparks, molten metal and radiation. Leather or asbestos apron can be used for this purpose.
 - ❖ Flame resistant gloves
 - ❖ Safety shoes
 - ❖ Helmet / shoulder cover for over head welding as necessary
 - ❖ Safety harness while working at heights
 - ❖ Ear protection (wool or rubber plugs) in case of noise pollution or overhead welding.
 - ❖ In a confined place or where fumes/gas emissions cannot be below the toxic level, respiratory protective equipment duly certified for the exposure by reputed Government organization, like DGFASLI, shall be used.
- Space of more than 284 cum. per welder should be provided.
- Clothing should be free from oil & grease. Collars and cuffs should be buttoned and turned up inside. Pockets should be eliminated from the front vests, shirts and apron
- After welding or cutting is completed a warning sign should be provided to keep workers away from heated surfaces.
- Electrode rod stubs should be kept in a proper waste container
- Gas cylinders for each type of gas should be stored separately. They should be kept away from any source of heat and shielded from direct sun light. If stored, the store must be well ventilated. The cylinders in use should be retained upright in a rack or trolley and not be left free standing.
- While unloading /loading gas cylinder nozzle valve guard cap must be properly fitted and cylinder shall be unloaded over rubber/soft mat.
- Regulators, noses, torches and other Oxy-fuel gas equipment should be kept free. from grease, oil and other combustibles.
- Lubricants should never be used on Oxy-fuel gas equipment
- Oxygen should never be substituted by compressed air
- Oxygen pressure reducing regulator, hose or other pieces of apparatus should never be used with any other gases.
- Oxygen cylinder should never be used without first connecting a suitable pressure-reducing regulator to the cylinder valve.

- Acetylene cylinder should be turned & kept in such a way that the valve outlet will point away from oxygen cylinder
- While opening acetylene cylinder valve, key or spindle should not be turned more than one and one-half turns -
- Gas cylinder should not be lifted by nozzle and rolled
- All gas and oxygen regulators shall be fitted with flash back arresters, being no return valve design to prevent an explosive mix developing in cylinder
- Checking for leaks shall be by means of soapy liquid applied to each joint and under no circumstance shall a naked flame be applied to any part of the cylinder.
- When working at height do not place cylinder directly beneath the working area as molten metal may fall on the hoses causing leaks & possibly igniting the gas
- Acetylene cylinder key for opening valve must be kept on valve stem while cylinder is in use so that it may be quickly turned off in case of emergency
- Acetylene should never be used at pressures in excess of 15 PS.I. The use of higher pressures is prohibited by all insurance authorities and by law in many localities
- The gas hoses should be in a good condition and easily distinguishable and protected against heat, sharp objects, dirt, oil & grease.
- LPG Cylinders, if used, should be stored kept in a well-ventilated place and there should be no excavations, drains or basements nearby.
- LPG cylinders should never be stored below ground level or closer than 3 M to cylinders containing oxygen or materials which are toxic and corrosive.
- Cylinders full or empty should never be stored upright with the valve uppermost.
- The valve of empty LPG cylinders should be kept closed, if they are left open, air will diffuse into the cylinder and may form an explosive mixture.
- For storage of large numbers of gas cylinders regulations of NFPNA/OISD/CCOE should be observed.
- If an outlet valve of acetylene cylinder becomes clogged with ice or frozen, it should be thawed with warm water (not boiling), applied only to the valve. A flame should never be used. This is because the fusible safety plugs on acetylene cylinder melts at about boiling point of water.
- Cylinders are not designed for temperatures in excess of 54°C and hence storage/handling should be done keeping this in mind.
- Never bring cylinders into tanks
- Portable fire fighting facilities and first aid facilities should be made available in ready condition
- Adequate water should be made available at work spot for emergency requirements
- BIS Code IS: 3016-1982 on "code of practice for fire precautions in welding and cutting operations" shall be referred for further safety measures.

27.0 PRECAUTIONS IN ELECTRICAL WORK

Electrical hazards are different from other types of hazard found in construction work because the human senses provide no advance warning. It is the voltage that determines the current through the body. Since reduced voltage reduces the

severity of electric shock, attempt shall be made to work with reduced voltage of 110 V wherever possible.

Some of the basic safety steps to be ensured by contractor at construction sites are given below:

- 1) Only authorized persons with license issued by State Electricity Boards or any other Government regulatory body, shall carry out operation and maintenance of electrical systems.
- 2) Work permit and isolation of the electrical system before taking up the work must be ensured.
- 3) Proper protective equipments like rubber hand gloves, insulated apron etc. shall be used. FLP fittings /enclosure as per IS: 2148 and certified by CCOE, Nagpur should only be used in Zone-1&2 area. Capacitors should be relieved of charges before working on them
- 4) Check for defective cables, loose joints in conduits, damaged fuse boxes, loose pins, faulty sockets and defective earthwire. Cable joints must be properly insulated and protected.
- 5) Do not overload electrical equipment. All circuits shall be provided with dedicated ELCB / RCCB. There shall also be dedicated earthing for each circuit.
- 6) Use right type of tools for the jobs.
- 7) After maintenance of flameproof fittings, ensure that the fittings meet requirements of flameproof standards.
- 8) Power supply cable shall be laid at least 45 cm below ground level from source to the work place.
- 9) Tag with marking should be provided on each cable for identification and correct connections to terminals must be ensured
- 10) The route and depth of any underground cables should be determined and power should be switched off if possible before execution of work for the existing cable
- 11) Jointing of cable shall always be made using proper junction box and flameproof junction box when in hazardous areas even in case of temporary connections. Power cables should not be tied in knots; it should be looped instead.
- 12) All equipments LT or HT that are likely to cause hazard shall be turned off and segregated. All base terminals etc. shall be insulated, Rubber mats shall be used for LT/HT switch room, where applicable.
- 13) All electrical equipments like wires, switch board etc., shall be protected against rains or leaking water lines etc. In wet condition switches shall not be operated until it is dried up properly. Switches starters shall be placed well above ground level.
- 14) Proper earthing shall be provided for all electrical items and effectiveness of earthing shall be checked every time before commencing work/switching on the electrical system.
- 15) Electrical items shall be handled after isolation and care shall be taken to identify and replace damaged electrical items. Guard wire shall be provided for aboveground HT wires.
- 16) Ensure all ELCBs and RCCBs are of good quality and conform to correct ratings.

- 17) Always plug of right specification should be used for taking connection from a socket.
- 18) Cables should be kept out of the way of other workers (or with proper guard/warning) and are not in contact with water
- 19) Moving parts of all equipment should be properly guarded.
- 20) All electrical transmission and operational equipment must observe safety clearances as stipulated in IE Rules.
- 21) Fail safe features should be available for interlocking mechanism.
- 22) Suitable overcurrent tripping device should be provided in the electrical Circuit.
- 23) Earth leakage relay with high sensitivity should be provided in the electrical system.
- 24) Earth pits should be tested periodically and certified by the licensed electrician
- 25) Before working on an electrical line fuse should be physically removed and the line is isolated and a suitable locking mechanism must be provided to prevent accidental switching/fixing fuses by other persons. A notice board displaying "Men at work" message should be placed. The section of circuit under repair should be connected to earth.
- 26) Temporary switchboards at site must conform to the following:
 - structures are firm and strong
 - fully protected from rain and dust
 - properly grounded
 - all connections are made with right size lugs
 - suitably barricaded
 - rubber mat of correct rating is provided on floor
 - Danger band indicating system voltage should be displayed
- 27) No electrical equipment /cables/parts should be touched with wet hand/cloths
- 28) Lightning arrestors should be provided .
- 29) Electrical maintenance workman working around a wet area near a fuse box must use wooden platform with rubber mat, insulated tools and rubber boots.
- 30) All electrical installation including incomer line, temporary distribution board, electric motor and machine must be installed as per IE Rules with proper earthing and must be inspected and certified by a licensed electrician at periodic intervals.
- 31) IS: 5216-1982 -" Recommendations on safety procedures and practices in Electric Works" shall be referred for further safety measures.

28.0 SAFETY IN RADIOGRAPHY WORKS

Planning and procedure for radiography initially shall be formulated by contractors and submitted to proper authority. Procedure shall be thoroughly discussed by all related persons for familiarization. All radiation equipment and radioactive materials shall be stored, handled, transported or disposed off, so that, no person receives unnecessary dose of radiation. Shield ability of the radioactive materials container shall be inspected every six months. Warning signs and posters shall be displayed. Radiography shall be performed under the

direction of radioactive supervisors/officer responsible for this work. Supervisor and source must possess valid BARC certificate indicating-

1. Type & strength of source
2. The serial number of radiography camera
3. Names of radiographer
4. Training/competency of person handling the source

All workers shall be experienced and knowledgeable of the work such as radiation procedure, operation of radiation apparatus and effects of radiation on the body.

The following spaces or areas shall be classified as restricted areas.

- a) Storage place of radioactive materials
- b) Any area where the radiation exists at levels such that large portion of the body could receive a dose in excess of 30 milligram per week.
- c) Emergency storage area for radiation apparatus or radioactive material capsules.

Warning signs, labels and fence shall be provided for restricted area to prevent trespassing.

The area covered within a radius of 5 Mts. from the radiation working spot or location and subject to a dose of radiation in anyone hour in excess of 50 milligrams shall be called the radiation area and trespassing in that area shall be strictly prohibited.

All workers entering the restricted area shall wear film badges sensitive to radiation. All workers who could receive a dose of radiation in excess of 100 milligrams per day shall wear a pocket dosimeter and the dose of radiation received shall be recorded everyday. The dose of radiation shall be checked by the supervisor for each radiation exposure when the dose of radiation exceeds 100 milligrams. In such case, suitable alternative for shortening the radiation time, reinforcing the shield plate etc. shall be arranged. During radiation work, dose of radiation at the boundary shall be measured and recorded.

The radiography supervisor shall measure and record the surface dose rate of restricted area every day as under:

- a) Date of measurement
- b) Measuring method
- c) Description and capacity of apparatus
- d) Measured condition
- e) Results of measurement
- f) Name of measurement
- g) Any action taken

Radioactive materials shall be stored separately from other material or equipment. The storage place shall be 10 cm or more above the ground and locked to prevent unauthorized entry. Radioactive materials shall be stored in a case made of lead of ample thickness with a lock on the exterior surface of the

case. The description of materials, quantity and danger sign shall be distinctly visible.

29.0 WORKING WITH MACHINERIES / MATERIAL HANDLING EQUIPMENT

29.1 General

Many accidents place while handling materials at site. It is 'highly hazardous operation. Hence special attention by contractor is required in this respect. Following precautions are essential:

- Safe working space for all handling equipment shall be provided. Proper material stockyard should be made and all material should be stacked /arranged/kept in orderly manner with proper moving space for handling machinery. Proper wooden sleepers should be provided below steel plates and such other materials.
- Mixers, winches, cranes, bending machines etc., shall be overhauled regularly as per manufacture's advice/maintenance schedule.
- Proper warning boards/signs shall be provided when machineries like cranes, hoists are being operated.
- Brakes, clutches of winches shall be checked on regular basis. Chains, ropes, belts shall be inspected and repaired/changed as necessary.
- All moving parts of the material handling equipment must be provided with suitable guards.
- Lifting ropes should be inspected for kinking, loose wires, high strands, corrosion, nicking, lubrication, change in diameter /cross section
- Slings and other lifting materials, which are not suitable for use should be promptly withdrawn and destroyed
- Lifting chains should be inspected for bent links, cracks in weld areas or any other section of link, traverse nicks and gauges and corrosion pits.
- Elongation of the lifting chain link due to over loading should be inspected before using it.
- Maximum allowable wear at any point of link of the lifting chain is given below: -

CHAIN SIZE (mm)	MAXIMUM ALLOWABLE WEAR(mm)
6	1
10	2
12	3
16	3.5
20	4
22	4.4
25	4.8
28	5.5
31	6.4
35	7
40	8
45	8.7

- For lifting hook, if the throat opening exceeds 15% of the normal opening, it should be replaced. When inspecting the hook, measurement must be made between the shank and narrowest point of the hook opening
- A chain used for lifting should not be spliced by inserting a bolt between two links
- Strain should not be put on a kinked chain
- Hammer should not be used to force a hook over a chain link
- A safety hook fitted with a latch to prevent displacement of loads should only be used for material handling/lifting
- IS: 7293-1974 (Code of Practice for Working with Construction Machinery) shall be referred for further safety measures.

29.2 CRANES

All works involving the use of crane shall be properly planned in advance and the following shall be ensured

- The crane is capable of lifting the load. Safe load capacity should be clearly marked on jibs, winches, pulleys, slings and ropes. All job cranes should have an automatic safe load indicator which alerts the operator
- The condition of the ground at the crane location is satisfactory to support the crane and the load
- The rotation of the cab and, therefore the boom is not restricted. Suitable matting or plates are available to protect underground services and paving.
- All slings shackles, hooks etc. are of correct rating and in good condition
- Cranes and lifting equipments must be inspected and carry a valid test certificate issued by an accredited testing agency.
- Crane hooks are to be fitted with properly functioning safety clips to prevent displacement of the sling from the hook during the lift.
- Driver of the crane must be watchful and must ensure before driving the vehicle either forward or reverse that no one is near the wheel of the vehicle and no one is trying to climb the vehicle while moving. .
- Crane operators and signalers must be trained and sufficiently experienced. There should always be a signaller or a signaling system such as a telephone, if the crane operator cannot see the load throughout the lift. Hand signal shall be clear and distinct and shall follow recognized code or system. Workers must use safety shoes and helmets. They are also required to wear gloves and other PPE s for handling materials.
- Raising, lowering and braking of jib should not be done abruptly in order to prevent it from snapping.
- No part of the crane or crane load should be closer than 4 Mts. to live overhead power lines.
- For movement of crane or other material handling equipment ,ramp gradient should not exceed 1 in 10
- No person should be allowed to stand or work under lifted load.

29.3 MANUAL HANDLING

Assistance should be obtained if the load is too heavy or awkward for manual handling. Clear walkway to the destination and safe stack should be ensured before handling the load manually. Following procedure should be followed while lifting a load manually:

- Stand close to the load on a firm footing and with feet about 30 cm apart
- Bend the knees and keep your back as straight as you can
- Take a firm grip on a load ..
- Breathe in and throw the shoulders backwards
- Straighten the legs & continue to keep the back as straight as you can
- Make sure that your view is not obstructed by the load
- Keep the load close to the body
- Lift slowly and smoothly
- When carrying the load ,avoid twisting spine to turn, move your feet instead
- One person shall not pull more than 63 kg.
- The weight unit for lifting by a worker is 18 kg and hence should be fixed as upper limit of load to be lifted by worker
- If two or more workers are lifting, one should give instructions to ensure that the team works together
- Type of clothing is very important in manual handling of material. Clothing should be such that it allows easy movement of arms and will not catch in machinery or on a load.

30 VEHICLE SAFETY

- All vehicles used for carrying workers and construction materials must undergo preventive maintenance and daily checks.
- Contractor shall maintain a register for this purpose for each vehicle.
- All documents related to the vehicle shall be kept in vehicle for checking. -
- Driver with proper valid license shall only be allowed to drive the vehicle.
- Routes shall be leveled, marked and planned in such a way so as to avoid potential hazards such as overhead power lines and steep sloping ground. Speed limit shall be specified.
- While reversing the vehicle, help of another worker should be enlisted and his instructions should be complied at all times during reversing and sound signal should be provided before reversing
- An unattended vehicle should have the engine switched off.
- Foot injuries to drivers and their assistance during loading and unloading are common and they should wear safety boots and shoes.
- Wherever possible one-way system shall be followed.
- Head clearance must be ensured on the route of the vehicle and no vehicle shall be allowed to deviate from its route.
- Overloading, carrying unauthorized passengers etc. shall not be allowed.
- Load on vehicle should be evenly distributed, properly secured and normally should not project beyond the plan of vehicle. If some degree of projection is unavoidable, it should be clearly shown by the attachment of red flags.
- Load should be properly secured

- The body of a tipper lorry should always be lowered before driving the vehicle off.
- Signs/signals/caution boards etc. should be provided on the routes.

31 SAFE OPERATION OF PLANT, TOOLS AND EQUIPMENT

The following four basic principles shall be applied for the safe use of hand and power tools.

1. To choose right tool for the job
 2. To use only tools in good condition
 3. To use tools correctly, and only for the purpose they are intended
 4. To maintain and store tools properly.
- Electrical tools shall be checked to ensure that the supply voltage is as per requirement.
 - Electrical tools shall always be properly earthed.
 - High speed rotating equipments such as grinders shall be fitted with protective guards.
 - Static load on shoulder or arm due to continuous holding of a tool at a raised position or gripping of a heavy tool should be avoided
 - Awkward wrist angles to be avoided
 - Uncomfortable posture and pressure on the palm or joints of the hand should be avoided.
 - Repair or discard the tool, if tool heads mushroom, tool jaws open out and cutting tools loose their edge
 - Tools handle should have a firm grip
 - Tools should be properly cleaned and stored
 - Air connection to pneumatic tools should be clamped and secured properly.
 - Electrical cable/pneumatic tube should be protected against damage
 - Socket, terminal boxes, fuses etc. must be of high quality and properly covered and protected
 - Correct fuse should be used for the electrical tools.
 - Power tools shall never be left operating unattended.
 - Spark arrestor shall be fitted to all equipment exhausts where risk of presence of combustible gases exists.
 - Periodical inspection shall be done.

32 WORKING OVER WATER

Falling into water and drowning and getting carried away by water current is an ever-present danger when working over or adjacent to large water bodies. The following precautions should always be followed:

- Working platform should be made secured and there shall be no tripping hazards such as tools, wires, timbers, bricks etc. Surface should not be slippery.
- Access ladders, guard rail and toe board for the working platform should be firmly held.
- Safety helmet should always be used.

- A life jacket should be used
- A safety harness or net shall be used.
- Lifebuoys fitted with lifelines should be kept ready in hand for immediate use.
- Availability of safety boat (motor driven with self-starter for tidal/fast flowing river) should be ensured.
- Availability of alarm system should be ensured

33 PIPELINE CONSTRUCTION SAFE PRACTICES

I. Handling and storage of pipes

a) Bare Pipes

- * Unloading, loading, stockpiling and transportation of bare pipes should be done using suitable means and in a manner to avoid denting, flattening or other damages to pipes
- * Pipes should not be allowed to drop but should be lifted or lowered from one level to another by suitable equipment
- * Lifting hooks when used, should be equipped with a plate curved to fit the curvature of the pipe
- * Pipe when stockpiled, should be placed on a suitable skid to keep it clear of the ground.
- * The stacks must be properly secured against sliding and should consist of pipes of the same diameter and wall thickness
- * Personal Protective Equipment like safety shoe and glove should be used by worker while handling pipes.

b) Coated Pipes

- * Coated pipe shall be handled by means of slings and belts of proper width made of non-metallic/ non-adhesive materials
- * Belts/slings when used should be cleaned to remove hard materials such as stone, gravel etc.
- * Coated pipes should not be bumped against any other pipe or any other objects
- * Rolling, skidding or dragging of coated pipes should be strictly avoided
- * Coated pipes at all times should be stacked completely clear from the ground so that the bottom row of pipes remains free from any ground contact. Pipelines should be stacked at a slope so that during rain, water does not collect inside the pipe.

- * The coated pipes may be stacked by placing them on ridges of sand and covered with a plastic film.
- * Stacks should consist of limited number of layers so that the pressure exercised by the pipe's own weight does not cause damages to the coating
- * The weld lead of pipes should be positioned in such a manner so as not to touch adjacent pipes
- * Coated pipes stacked in open storage yard should be suitably covered on top to decrease direct exposure to sunlight
- * The ends of the pipes during handling and stacking should always be protected with end protectors

II. Swabbing and Night capping

To ensure that all dirt and objects likely to cause obstruction in the interior of the pipe are removed, each length of pipe should be thoroughly scrubbed prior to alignment and welding. At the end of each day's work a steel plate or nightcap should be adequately secured over open ends of incomplete section of the pipeline to prevent ingress of extraneous objects and ground or floodwater. .

III. Inspection of field welds

In case of cross-country pipeline and where specifically specified, all weld joints should be radiographed to ensure the soundness of welding joints to avoid failure of joints, which may create serious pollution or environmental problem.

IV Coating Inspection in the field

Where pipeline coating is carried out in the field, all bare and primed pipe should be kept free from dust and grease, oil etc. Before the pipeline is lowered into the trench the coating should be thoroughly inspected both visually and by using holiday detector. Any visible damage should be repaired and the pipeline shall be retested.

V. Lowering and Backfilling

Equipment used for lowering the pipeline from the skids and positioning it finally in the trench should be sufficiently padded at points of contact with the pipe to prevent damage to the protective coating

- * Slings used for lowering the pipe should be made of canvas or equally non-abrasive material and of a width not less than the diameter of the pipe.
- * The trench should be clear of loose rocks, lumps or other objects that might prevent the coated pipe from bearing evenly on the trench bottom.

- * When digging soil from beneath the pipe in order to remove slings, care should be taken to avoid damage to the protective coating. The coating should subsequently be inspected and any damage shall be repaired.
- * In waterlogged areas it may be necessary to provide additional weighting or screw anchors to prevent floatation of pipeline.
- * No lowering should be done after sunset without proper lighting arrangement
- * Minimum 3 side booms should be used and mounting of counter weights should be ensured on side booms for lowering the pipes.

VI. Road, Rail and Water Crossing

- * Where work being done either adjacent to or any public or private road; warning signs and night time warning lights should be provided and maintained.
- * Crossing will frequently necessitate laying the pipeline at greater depth than normal and may therefore call for special measure to support the trench or boring pit.
- * Where crossings are made by open cut, the work should be programmed so as to minimise the amount of time that the normal traffic or flow is interrupted. Where necessary temporary conduits or pumping system should be provided to maintain the flow in water courses

VII. Trenching

- * Barricading should be made while trenching in heavy traffic area.
- * Sign boards should be provided while trenching in heavy traffic area
- * Trench cross over shall be provided at every 30 Mts. of its length while trenching
- * Lighting should be provided for night working
- * Shoring should be provided for trench support
- * Underground service connections should be identified and marked prominently
- * Excavation tools should be properly insulated to avoid electric shocks
- * Evacuation of workers should be ensured before blasting
- * Entry of workers in site, where blasting is planned to be done, should be allowed after inspection and clearance from qualified Blaster
 - Requirements of safe procedure as stipulated in BIS Code IS:4081-1986 for blasting and drilling must be observed during blasting operation.

VIII. Pipeline Marks

Distinctive markers should be created at all crossings to indicate the alignment of the pipeline and should give information about ownership, diameter, the nature of content, the normal direction of flow and the location of the crossing. A telephone number for use in emergencies shall also be displayed.

34.0 STORAGE OF HAZARDOUS MATERIALS

Harmfulness of materials shall be identified and proper care shall be taken against fire/health hazards e.g. against asbestos fibre/rope, sand/shot blasting, paints, handling leaded container and tank, furfural liquid etc. Waste materials and consumables like woods, papers, and plastic pieces etc. shall be cleared on regular basis. Petroleum products/solvents used for cleaning etc. shall be kept away from working site specially when hot work is in progress. No smoking board/signs etc. shall be used in sites where such materials are stocked. Paints shall be stored in separated areas. The quantity of paint stored in actual working areas shall be as minimum as practicable. The ingestion of paint shall always be avoided. Food and drink shall not be brought, stored, prepared or consumed in areas where paints are stored, handled or used. Smoking in such areas shall be prohibited. The inhalation of paints, dusts or fumes shall always be avoided by the use of local ventilation or extraction. Where fumes or dusts are unavoidable, then suitable approved respirators or facemasks shall be worn. All personnel who handle and use paints shall wear appropriate protective clothing (such as, gloves, eye protection and overalls). Splashes of paint on skin shall be treated promptly by copious washing with water or an approved cleaning agent. (Solvent shall not be used for personal cleaning).

35 CLASSIFICATION & WORKING IN HAZARDOUS ZONES

Hazardous (flammable atmosphere) zones are classified as zone-O, zone-1 and zone- 2. All other areas are unclassified but not necessarily non-hazardous. In these areas, safety precautions must be observed in order to eliminate risk of explosion. Zone-O is defined as the vapour space in and directly around product storage tanks. Zone-1 is defined as an area where vapours, may be expected at all times. For zone 2, flammable vapours may be expected to be present when a failure to equipment or plant occur. Unclassified areas cannot be assumed to be always non-hazardous, therefore must be checked prior to issue of work permits, Following precautions shall be taken while working in hazardous areas.

35.1 NON-SPARKING EQUIPMENT

Sparks can be produced from electrical tools/devices, and where two surfaces collide. In order to avoid risk of sparking, only tools approved for use in hazardous zone-1 shall be used. The condition of all equipments used within hazardous zones shall be checked by BPCL Engineer. Where chipping or scraping is necessary in a hazardous area, several precautions shall be taken such as; the surface being chipped or scraped shall be kept moist with water at all times ; Air driven jackhammers may be used where atmosphere has been certified to be safe and the impacting surfaces must be submerged in water.

35.2 CHECKING OF WORKERS

Workers are to be checked for matchboxes, lighters and other spark producing items. If workers are found to be carrying any such item, the same shall be taken into custody by security at the entry point.

35.3 SAFETY CHECKS

In all cases where work is to be carried out within hazardous zones, BPCL Engineer shall check the area using an explosimeter for the presence of flammable vapours. The explosimeter shall be verified before each use, for its smooth functioning. Should there be any indication of flammable vapours, steps shall be taken to reduce the vapour content of the surrounding atmosphere. If found safe after re-checking by explosimeter, the work permit shall be issued.

35.4 FIRE SCREEN WALL

Fire screen shall be provided to segregate area where hot works, such as welding & cutting, is planned to be done from surrounding. To construct fire screen, the following shall be complied with:

- Members shall be made of appropriate size MS pipes, MS structurals, strong enough to withstand the wind, live and dead loads. The bottom of columns shall be properly grouted.
- Good quality G.I. Sheets free from damage and holes shall be used as screening wall. G.I. Sheets shall be properly tied up with the structure.
- The height of fire screen wall shall be decided based on the level at which hot work is supposed to be carried out. For example, in case of above ground tanks fabrication by jacking up method, a fire screen of 6 M height is sufficient where as in the other case it is required to have a height equal to height of structure to be fabricated.

36. WORK PERMIT SYSTEM

If work is to be performed in a hazardous area, a duly authorized written work permit shall be obtained by the contractor from BPCL or any official duly authorized by BPCL for this purpose. This is a document authorizing contractor to carry out the work concerned, warning him of the possible hazards and spelling out precautions needed for the job to be done safely. The contractor shall be fully aware of the details of the work permit system and shall obtain the same signed by authorized person before starting the job. Based on the nature, the work shall be undertaken either under Cold Work Permit or Hot work / Entry to confined space permit or Electrical isolation and energisation permit.

Permits and certificates are to be issued by BPCL Engineer or any official duly authorized by BPCL for this purpose with overall responsibility for the work area.

All work permits shall carry serially printed numbers. The printing of all work permits shall be done by the contractor in adequate quantity at his own cost.

36.1 COLD WORK PERMIT:

Work falling under the category of cold work such as opening process machinery, blinding & deblinding, tightening of flanges, hot bolting, painting etc. shall be performed through Cold Work Permit.

This Permit shall be in minimum two copies. The original should be in yellow colour and the copy should have the word "Copy" printed in large yellow letters. Original shall be issued to the contractor, retaining the duplicate in the book. (Ref. Annexure-I)

36.2 HOT WORK / ENTRY TO CONFINED SPACE PERMIT:

All hot work such as welding, grinding, gas cutting, burning, shot blasting, soldering, chipping, excavation, open fire, use of certain non-explosion proof equipment etc. shall be carried out through Hot Work Permit. Entry and operation of petrol or diesel driven vehicles or equipment without spark arrester in hazardous area also falls in the category of hot work, and shall be performed under the hot work permit.

The confined space entry permit is required for the protection of personnel entering a confined space such as Vessels, boilers, storage tanks, large diameter piping etc against hazards such as oxygen deficiency, toxic and flammable materials, falling objects, power driven equipment etc. Excavation more than 1.2 meter deep, entry on floating roof tank when the roof is more than 3 meter down from the top, space located below ground level such as pits, drain, channels etc. also fall under the confined space.

For excavation work regardless of the depth, permission from various sections shall be obtained with precautions to be taken for the underground facilities viz; sewers, telephone lines, cables, pipelines etc.

This work permit shall be in minimum three copies. The original should be in pink colour and copies should have the word "COPY" printed in large pink letters. Original shall be issued to the contractor, duplicate to the Safety Section and triplicate retained in the book. (Ref. Annexure-II)

36.3 ELECTRICAL ISOLATION AND ENERGISATION PERMIT

Before issuing any work permit, it is essential that the equipment / facility to be worked on is electrically safe and electrical power is isolated to the extent necessary for the safe conduct of the authorized work.. Permit for electrical isolation and energisation shall be in triplicate and in two sections with tear off facility. Section-A shall be used for electrical isolation and Section-B for energisation. The original should be in light blue color and copies should have the word "COPY" printed in large letters in light blue colour. Original along with a copy shall be issued to the electrical section for electrical isolation / energisation. Electrical section authorized person on isolation / energisation of the equipment / circuit shall return the original to the issuer keeping copy for record. (Ref. Annexure-III)

36.4 SCAFFOLDING FITNESS CERTIFICATE

For all temporary scaffolds erected by contractor, fitness certificate, in format given in Annexure IV, shall be issued by BPCL site in charge after due checking to his satisfaction .

36.5 TEMPORARY ELECTRICAL CONNECTION FITNESS CERTIFICATE

For all temporary electrical connections taken by contractor including diesel generating sets, fitness certificate, in format given in Annexure V, shall be issued by BPCL site in charge after due checking to his satisfaction.

37. ACCIDENT REPORTING AND CLASSIFICATION

37.1 ACCIDENT REPORTING

All employees must be encouraged to report any near miss incident that has or could have caused injury, illness, damage to property, or interruption in work. The reporting of such incident helps in analyzing what went wrong and enables steps to be taken to prevent recurrence. The accident reporting forms the basis for objective investigation of the accident and will bring out essential and contributory factors leading to it. The necessary decisions then can be taken to prevent recurrence in future.

37.2 CLASSIFICATION OF ACCIDENTS

Accidents are classified as follows:

a) Near Miss

It is a 'narrow escape' where accident, major loss or injury did not occur. Such incidents must be reported locally and the working conditions leading to it must be investigated.

b) Fatality

A death resulting from work injury is covered under this category irrespective of the intervening time between injury and death.

c) Permanent total disability

Personal injury which incapacitate a person completely and results in termination of employment.

d) Permanent partial Disability

Any injury which results in complete loss or permanent loss of use of any part of body or any permanent impairment of the function of the body.

e) Lost Work-Day Case

Any injury excepting permanent partial disability which renders the injured person unable to perform any regular job on any day after the day of receiving the injury.

f) Restricted work case

After the injury, the injured person can not perform his normal duties or regular job.

g) Lost work days

The number of calendar days on which the injured person was temporarily unable to work.

h) Restricted Work days

The total number of calendar days from the start of Restricted work, by the injured persons, till he returns to his regular job.

i) Medical treatment cases

The injury requiring medical treatment under order from a physician but does not involve Lost work Days, or restricted workdays.

37.3 REPORTING

Contractor shall notify BPCL as under:

Lost time injuries / Fatality / Injury which may cause total or partial disability to injured etc -immediately.

Fire and Miscellaneous Events- immediately.

First Aid injuries-Within a day.

38 SAFETY TRAINING

Training is a pro-active measure. The contractor shall engage only those workers who are proficient in their respective jobs. It is responsibility of contractor to impart job knowledge to all workers and supervisors before engaging them for any work. It is also binding to the contractor to depute persons for safety training, if arranged by BPCL.

39 DOCUMENTATION

Following documents shall be maintained by contractor at site:

- Safety & Environment Policy
- Safety committee minutes of meeting
- Critical machinery/equipment fitness certificate.
- Stock register of Personnel Protective Equipment.
- Maintenance registers for major machineries/equipment.

- Accident / incident investigation reports.
- Various work permits.
- Earthing test certificates.
- Materials test certificates.
- P.F., Contract Labour, ESI registration.
- All records & registers as required under Contract Labour (Regulation & Abolition Act) 1970 and Building & Other Construction Workers Act 1996.

40 ENVIRONMENT PROTECTION

Contractor should ensure that the work carried out by him does not change the quality of air, water & soil at the work site & surrounding areas. Disposal of surplus earth, rubbish, scrap etc. shall be done in Eco-friendly manner. The contractor shall ensure that the greenery is protected to the extent possible while executing the work.

41 ENVIRONMENTAL IMPACT MITIGATION MEASURES

The best way of impact mitigation is to prevent the event occurring. All efforts should be made to locate the developmental activities in a area free of agricultural lands, cyclones, earthquakes, ecologically sensitive, erosion, forests, flooding, human settlements, land slides, natural scenic beauty, water logging. In case this is not feasible, the next step is to look at the raw materials/technologies/processes alternatives which produce least impact i.e. adopting or using processes or technologies which are efficient and produce recyclable wastes/minimum waste/wastes that can be easily disposed, without affecting the environment. However if the developmental activity produce the adverse impact, action has to be taken to mitigate the same. Following are the suggested methods, which shall be taken in to consideration by the contractor to choose right technology for executing the work:

41.1 AIR

- Attenuation of pollution on pathway or protection of receptor through green belts.
- Particulate removal devices such as : cyclones, setting chambers, scrubbers, electrostatic precipitators, and bag houses.
- Gas removal devices using absorption (liquid as a media), adsorption (molecular sieve), and catalytic converters.
- Uses of protected, controlled environment, such as oxygen masks, Houston Astrodome, etc.
- Control of stationary source emission (including evaporation incineration, absorption, condensation and material substitution)
- Use of masks
- Dilution of odourant (dilution can change the nature as well as strength of an odour)
- Odour counteraction or neutralize (certain pairs of odours in appropriate concentration may neutralize each other)

- Odour masking or blanketing (certain weaker malodours may be suppressed by a considerably stronger good odour)

41.2 NOISE

- The mitigation measure may include damping, absorption, dissipation and deflection methods. Common technique involve constructing sound enclosures, applying mufflers, mounting noise sources on isolators, and/or using materials with damping properties.
- Performance specifications for noise represent a way to insure the procured item is controlled.
- Ear protective devices should be used. When an individual is exposed to steady noise levels above 85-dB (A), in spite of the efforts made to reduce noise level at the source, hearing conservation measures should be initiated.

41.3 WATER

- Conjunctive use of ground/surface water, to prevent flooding/water logging/depletion of water resources. Included are land use pattern, land filling, lagoon/reservoir/garland canal construction and rainwater harvesting and pumping rate.
- Minimize flow variation from the mean flow.
- Segregation of different types of wastes.
- Storing of oil wastes in lagoons should be minimized in order to avoid possible contamination of the ground water system.
- Surface runoff from oil handling areas should be treated for oil separation before discharge into the environment. If oil wastes are combined with sanitary sewage, oil separation will be necessary at the waste water treatment facility.
- All effluents containing acid/alkali/organic/toxic wastes should be processed by treatment methods. The treatment methods may include biological or chemical processes. The oil water separator of appropriate size based on catchment area shall be provided.
- The impact due to suspended solids may be minimized by controlling discharge of wastes that contain suspended solids; this includes sanitary sewage and industrial wastes. Also, all activity that increases erosion or contributes nutrients to water (thus stimulating alga growth) should be minimized.
- Waste-containing radioactivity should be treated separately by means of dewatering procedures and solids or brine should be disposed of with special care.

41.4 LAND

- The environmental impact of soil erosion can best be mitigated by removing vegetative cover only from the specific site on which construction is to take place and by disturbing the vegetation in adjacent areas as little as possible. Land clearing activities should be kept to the absolute minimum.

- Disturbing the existing vegetation and natural contour of the land as little as possible can mitigate increases in surface runoff. Vegetation along watercourses should not be cleared indiscriminately. Neither should potholes or swamps be drained unless absolutely necessary for successful completion of the activity.
- Construction activities that result in the soil being laid bare could be scheduled in such a way that some type of vegetative cover appropriate to the site could be established prior to the onset of intense rain or windstorms. If grass is to be seeded, mulch of straw will help to protect the soil from less extreme erosive forces until vegetative and root development begins.
- Natural drainage patterns can often be maintained by preparing sodden waterways or installing culverts.
- Steep slopes can be terraced, thereby effectively reducing the length of slope.
- Check dams built near construction sites can reduce the quantity of eroded soil particles reaching free-flowing streams or lakes.
- Use of “floating” foundations and height restrictions in earthquake zones and increased foundation height, wall strength and roof support in areas periodically subject to cyclones can reduce the hazards.
- All forms of temporary structures should be avoided from the flood plain and all permanent structures should be raised to a height above the level which flood waters can be expected to reach once every 100 years (100-year flood).
- Installation of underground drainage structures helps to reduce sediment loads.
- Engineering plans can be drawn to reduce the area of earth cuts on fills below what might otherwise be acceptable, provide physical support for exposed soil or rock faces, concentrate or distribute-as appropriate the weight loading of foundations to areas or state better able to support that weight.
- Use small charges for mining/blasting.
- Restricting the number, frequency and area of movement of heavy machinery.
- Compatibility between adjacent land uses can best be assured by providing a green belt between the proposed activity and nearby properties where any significant degree of incompatibility is likely to result.

41.5 ECOLOGY

- Intruding as little as possible on their habitat can best mitigate the impact of activities on animals. If such animals use the area where the activity will take place, the activity should be concentrated to the maximum extent possible in those parts of the area that they least often frequent.
- During the planning phase of an activity, an attempt should be made to avoid extending into the home range wild animals. If this is not feasible, the activity should be completed, as quickly as possible, and regular and sustained use of the area over time should be minimized.
- Regular or sustained intrusions of men or equipment into nesting areas of birds should be avoided to the maximum possible extent, especially while are being incubated by the adults and until the young have left the nest. The

sanitation cuttings of non-commercial individual trees should destroy no known nests.

- Restricting the input of polluting substances into watercourse, estuaries and the open sea can mitigate impacts upon fish and shellfish populations. Additionally, when a part of the activity involves water level control, changes in such levels should be programmed to be extent, it is possible to do so in a way that will minimally disturb nesting and feeding habitat.

APPENDIX-I**COLD WORK PERMIT**

Sl.No. _____

Work clearance from _____ hrs of date _____ To _____ hrs of date _____ (Valid for the shift unless renewed)

Issued to (Department / Section / Contractor) _____

Exact Location of work (Area / Unit / Equipment no. etc) _____

Description of work

THE FOLLOWING ITEMS SHALL BE CHECKED BEFORE ISSUING THE PERMIT
(Tick mark in the appropriate box. Checklist items marked with asterisk (*) shall be complied by receiver)

Sr no.	item	Done	Not Reqd.	Sr no.	Item	Done	Not Reqd.
1	Equipment / Work Area inspected			6	Equipment water flushed		
2	Surrounding area checked, cleaned and covered			7	Equipment properly steamed / purged		
3	Equipment blinded/disconnected / closed / isolated / wedge opened			8	Proper ventilation and lighting provided		
4	Equipment properly drained and depressurized			9*	Area cordoned off & caution boards / tags provided.		
5	Equipment electrically isolated and tagged vide Permit no. ----- -			10	Gas test: HCs / Toxic etc. HCs = % LEL Toxic gas = ppm		

Remarks:

- The activity has the following expected residual hazards (Tick the relevant items): Lack of Oxygen / H₂S, Toxic Gases / Combustible gases / Pyrophoric Iron / Corrosive Chemicals / Steam – Condensate / Others _____
- Following additional PPE to be used in addition to standards PPE (Helmet, Safety Shoes, Hand gloves, Boiler suit): Face Shield / Apron / Goggles / Dust Respirator / Fresh Air Mask / Lifeline / Safety Belt / Airline / Earmuff etc.
- Additional precaution if any:

Issuer Name & Designation	Issuer Signature	Receiver Name & Designation	Receiver Signature

Closing of the work permit:

Receiver : Certified that the subject work has been completed / stopped and area cleared			Issuer: Verified that the job has been completed and area cleared and is safe from any hazard.		
<i>Date & Time</i>	<i>Name & Designation</i>	<i>Signature</i>	<i>Date & Time</i>	<i>Name & Designation</i>	<i>Signature</i>

Clearance renewal

Date	Time		Additional precautions if any, Otherwise mention "NIL"	Issuer's Name, Designation & Signature	Receiver's Name, Designation and Signature
	From	To			

General Instructions:

1. The work permit shall be filled up carefully and accurately in clear handwriting ensuring that complete information is provided in all the sections / subsections. Sketches should be provided wherever possible to avoid miscommunication.
2. Appropriate safe guards and required personnel protective equipment (PPEs) shall be determined by a careful analysis of the potential hazards and the operations to be performed prior to starting the work.
3. Requirement of standby personnel from Process / Maintenance / Contractor / Fire / Safety etc if any shall be mentioned in the additional requirement.
4. In case of fire alarm / siren, all work must immediately be stopped.
5. For renewal of work clearance, the issuer shall ensure that the conditions are satisfactory for the work to continue. If the conditions have changed, it may be necessary to issue a new permit or amend the existing permit.
6. This clearance on the same permit can be renewed / extended upto a maximum of seven calendar days.
7. This permit must be available at work site at all times.
8. On completion of the work, the permit shall be closed.

The industry may add other relevant instruction based on their operating and maintenance practices.

APPENDIX -II

WORK PERMIT for HOT WORK / ENTRY TO CONFINED SPACE

Sl.No. _

Work clearance from _____ hrs of date _____ To _____ hrs of date _____ (Valid for the shift unless renewed)

Issued to (Department / Section / Contractor)

Exact Location of work (Area / Unit / Equipment no. etc) _____

Description of work

THE FOLLOWING ITEMS SHALL BE CHECKED BEFORE ISSUING THE PERMIT
(Tick mark in the appropriate box. Checklist items marked with asterisk (*) shall be complied by receiver)

Sr no	Item	Done	Not Reqd	Sr no	Item	Done	Not Reqd
A	General points			B	For Hot work / Entry to confined Space		
1	Equipment / Work Area inspected			1	Proper ventilation and Lighting providing		
2	Surrounding area checked, cleaned and covered			2	Proper means of exit / escape provided		
3	Sewers, manholes, CBD etc and hot surfaces nearby covered			3	Standby personnel provided from Process / Maint / Contractor / Fire / Safety dept.		
4	Considered hazard from other operations and concerned persons alerted.			4	Checked for oil and Gas trapped behind the lining in Equipment		
5	Equipment blinded/disconnected / closed / isolated / wedge opened			5*	Shield provided against spark		
6	Equipment properly drained and depressurized			6*	Portable equipment / nozzles properly grounded		
7	Equipment properly steamed / purged			7*	Standby persons provided for entry to confined space		
8	Equipment water flushed						
9	Iron sulfide removed / kept wet			C	For Vehicle Entry		
10	Equipment electrically isolated and tagged vide permit no.			1*	Spark Arrestor on the mobile equipment / vehicle provided.		
11	Gas test : HCs = %LEL Toxic gas = ppm, O2 = %						
12*	Running water hose / Fire extinguisher provided. Fire water system available.			D	For Excavation works		
13*	Area cordoned off and Precautionary tags / Boards provided.			1	Clearance obtained for excavation / road cutting / Dyke cutting from concerned depart.		

REMARKS:

1. The activity has the following expected residual hazards (Tick the relevant items): Lack of Oxygen / H₂S, Toxic Gases / Combustible gases / Pyrophoric Iron / Corrosive Chemicals / Steam – Condensate / Others
2. Following PPEs to be used in addition to standards PPEs (Helmet, Safety Shoes, Hand gloves, Boiler suit): Face Shield / Apron / Goggles / Dust Respirator / Fresh Air Mask / Lifeline / Safety Belt / Airline / Earmuff etc.
3. Additional precautions if any: _____

Issuer Name & Designation	Issuer Signature	Receiver Name and Designation	Receiver Signature

Clearance renewal

Date	Time		Gas Test Values for HC's, Toxic, O ₂ etc	Additional precautions if any, Otherwise mention "NIL"	Issuer's Name, Designation & Signature	Receiver Name, Designation and Signature
	From	To				

Closing of the work permit:

Receiver: Certified that the subject work has been completed / stopped and area cleaned.			Issuer: Verified that the job has been completed and area cleaned and is safe from any hazard.		
<i>Date & Time</i>	<i>Name & Designation</i>	<i>Signature</i>	<i>Date & Time</i>	<i>Name & Designation</i>	<i>Signature</i>

General Instructions:

1. The work permit shall be filled up carefully and accurately in clear handwriting ensuring that complete information is provided in all sections / subsections and none of column is left blank. Sketches should be provided wherever possible to avoid miscommunication.
2. Appropriate safe guards and required personnel protective equipment shall be determined by a careful analysis of the potential hazards and the operations to be performed prior to starting the work.
3. In case of fire alarm / siren, all work must immediately be stopped.
4. Only certified vehicle / engines and permitted type of electrical equipment and tools are allowed in operating areas.
5. Welding machines should be located in non-hazardous and ventilated areas.
6. No hot work should be permitted unless the explosive meter reading is Zero.
7. When a person is entering confined space, the receiver must keep minimum two standby-designated persons at the manhole or entry point.
8. Before box up of any vessel manhole cover, ensure that no men / materials are inside the vessel.
9. For renewal of work clearance, the issuer shall ensure that the conditions are satisfactory for the work to continue. If the conditions have changed, it may be necessary to issue a new permit or amend the existing permit.
10. This clearance on the same permit can be renewed / extended upto a maximum of seven calendar days.
11. This permit must be available at work site at all times.
12. On completion of the work, the permit must be closed and kept as record.
13. The industry may add other relevant instructions based on their operating and maintenance practices.

Electrical Isolation / Energisation Permit

Section-A: Isolation Permit.

Sl.No. _____

Request for Isolation:

Date: _____

Time: _____

Department / Section / Area issuing the permit

Equipment number to be isolated:

Name of the equipment / circuit to be isolated:

The above-mentioned equipment / circuit shall be de-energized and isolated from all live conductors to carry out the maintenance work by _____ section / for operational requirement.

Issuer Name

Designation

Signature

Certificate of Isolation:

Date: _____

Time: _____

Certified that Equipment / Circuit no. _____ of

_____ plant has been electrically isolated by switches / isolators / links / fuses (tick as applicable) and the danger tag is put on the supply panel. Actions in respect of electrical isolation have been recorded in the electrical shift logbook.

Name of Authorized Person

Designation

Signature

.....

Section-B: Energisation Permit.

Sl.No. _____

Request for Energisation:

Date: _____

Time: _____

Department / Section / Area issuing the
permit _____Equipment number to be energized:
_____Name of the equipment / circuit to be
energized: _____

Work on the above mention equipment / circuit has been completed and all the applicable permits closed. This equipment / circuit may be energized.

_____	_____	_____
Issuer Name	Designation	Signature

Certificate of Energisation:

Date: _____

Time: _____

Certified that Equipment / circuit no. _____ of
_____ plant has been electrically energized and the danger tag removed from
the supply panel. This is also recorded in the electrical shift logbook.

Name of Authorized Person_____
Designation_____
Signature

APPENDIX -IV

Scaffolding fitness certificate

(Name of contractor _____)

Project _____

Exact location of scaffolding _____

Date of inspection _____

Type of scaffolding & height _____

Purpose _____

We have personally checked the scaffolding and declare it as fit for use.

Signature of site in-charge _____

Signature of contractor's representative _____

Date:

APPENDIX -V

Temporary electrical connection fitness certificate

(Name of contractor _____)

Project _____

Exact location of electrical temporary connection _____

Date of inspection _____

Purpose _____

We have personally checked the temporary electrical connection and workability of ELCB/RCCB and declare it as fit for use.

Signature of site in-charge _____

Signature of contractor's representative _____

Date:

GRIEVANCE REDRESSAL MECHANISM

PREAMBLE

Grievance Redressal Mechanism aims at speedy resolution of grievance of tenderes and prospective tenderes by providing them with a platform to refer their grievances and to seek appropriate remedy to the same.

1.0 Definitions

In this mechanism, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning given to them below :-

- 1.1 **‘Company’** shall mean Bharat Petroleum Corporation Ltd.
- 1.2 **‘Grievance’** shall mean a representation complaining of an interference in the rights of a Tendering party or representation complaining of an oppression on a Tendering party by Bharat Petroleum Limited (BPCL) or its representatives, resulting in denial of his rights as a Tendering party.
- 1.3 **‘Tendering party’** shall mean a party or parties as a group who has / have participated in the tender process and submitted his / their tender in response to an invitation to participate in the tender or a party / parties who is / are prospective tenders qualified to participate in a tender based on notice issued by the Company inviting tender.
- 1.4 **‘Tender Inviting Authority’** shall mean an employee or committee of BPCL employees authorised to invite and / or to accept a particular tender.
- 1.5 **‘Grievance Redressal Officer’ (GRO)** shall mean respective Functional Director to whom the originator of Tender reports.

2.0 Authorities to handle grievances

- 2.1 There will be a two-tier mechanism to handle the grievance received from a Tendering party.
- 2.2 The first level of Grievance Redressal Mechanism (GRM) shall comprise of a Grievance Redressal Committee (GRC) consisting of Tender inviting authorities as the Co-ordinator, head of SBU/Entity originating the Tender and the ED (Finance). All the grievance shall be lodged with the Coordinator of the GRC with a copy to the Tender Inviting Authority.
- 2.3 The second level of GRM shall be Standing Committee of the Board for Tenders (SCBT) to whom appeal against the Orders of the GRO can be filled by the Tendering party in case he is not satisfied with the decision of the GRC.

3.0 Contact details co-ordinator

Telephone No.

Address:

Fax:

Our Ref:

ANNEXURE-IV
GENERAL CONDITION OF CONTRACT (GCC)

Date:08.01.2025

GENERAL CONDITIONS OF CONTRACT (GCC)



BHARAT PETROLEUM CORPORATION LIMITED

INDEX DETAILS

SECTION/ CLAUSE		PAGE NO.
I	DEFINITION OF TERMS	5
II	GENERAL INFORMATION ABOUT SITE	6
2.1	LOCATION OF SITE & ACCESSIBILITY	6
2.2	SCOPE OF WORK	6
2.3	LAND FOR CONTRACTOR'S FIELD, GODOWN AND WORKSHOP	6
2.4	SAFETY STANDARDS FOR TEMPORARY BUILDINGS	6
III	GENERAL INSTRUCTION FOR THE TENDERER	7
3	SUBMISSION OF TENDER	7
4	DOCUMENTS	7
5	PURCHASE PREFERENCE	8
6a	EARNEST MONEY	8
6b	CONVERSION OF EMD TO SECURITY DEPOSIT	8
7a	BID VALIDITY	8
7b	LANGUAGE OF BID	8
8	ADDENDA / CORRIGENDA	8
9	RIGHT OF OWNER TO ACCEPT OR REJECT TENDER	9
10a	INTEGRITY PACT (IP)	9
10b	HOLIDAY LISTING	9
10c	FOREIGN BIDDERS	9
11	COLLECTION OF DATA TENDERER'S RESPONSIBILITY & TIME SCHEDULE	9
12	RETIRED GOVERNMENT OR COMPANY OFFICER	9
13	SIGNING OF THE CONTRACT	10
14a	FIELD MANAGEMENT	10
14b	CONSULTANCY CONTRACTS	10
IV	INTERPRETATION OF CONTRACT DOCUMENTS	11
15	INTERPRETATION OF CONTRACT DOCUMENT	11
16	SPECIAL CONDITIONS OF CONTRACT	11
17	CONTRACTOR TO OBTAIN HIS OWN INFORMATION	11
18	PERFORMANCE SECURITY DEPOSIT/RETENTION MONEY	12
19	TIME OF PERFORMANCE	13
20	FORCE MAJEURE	13
21	EXTENSION OF TIME	14
22	LIQUIDATED DAMAGES FOR DELAY	14
23	SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS	14
24	TERMINATION / OFFLOADING	14
25	FORFEITURE OF SECURITY DEPOSIT	14
26	ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED	14
27	CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 26	15
28	NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK	15
29	CHANGES IN CONSTITUTION	15
30	IF THE CONTRACTOR DIES	15
31	EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE	15

SECTION/ CLAUSE	DETAILS	PAGE NO.
32	OWNER NOT BOUND BY PERSONAL REPRESENTATIONS	16
33	CONTRACTOR'S OFFICE AT SITE	16
34	CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS	16
35	SUB-LETTING OF WORK	16
36	POWER OF ENTRY	17
37	CONTRACTOR'S RESPONSIBILITY WITH OTHER AGENCIES	17
38	OTHER AGENTS AT SITE	17
39	NOTICES	17
40	RIGHTS OF VARIOUS INTERESTS	17
41	RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT	18
42	TERMINATION FOR CONVENIENCE	18
43	PATENTS AND ROYALTIES	18
44	LIENS	19
45	OPERATION OF CONTRACT	19
V	PERFORMANCE OF WORK	20
46	EXECUTION OF WORKS	20
47	COORDINATION AND INSPECTION OF WORK	20
48	WORK IN MONSOON AND DEWATERING	20
49	WORK ON SUNDAYS AND HOLIDAYS	20
50	GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK	20
51	DRAWINGS TO BE SUPPLIED BY THE OWNER	21
52	DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR	21
53	SETTING OUT WORKS	21
54	RESPONSIBILITY FOR LEVEL AND ALIGNMENT	21
55	MATERIALS TO BE SUPPLIED BY CONTRACTOR	21
56	MATERIALS SUPPLIED BY OWNER	22
57	CONDITIONS FOR ISSUE OF MATERIALS	22
58	MATERIALS PROCURED WITH ASSISTANCE OF OWNER	23
59	MATERIALS OBTAINED FROM DISMANTLING	23
60	ARTICLES OF VALUE FOUND	23
61	DISCREPANCIES BETWEEN INSTRUCTIONS	23
62	ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK	23
63	VARIATION IN CONTRACT VALUE	24
64	ACTION WHERE NO SPECIFICATIONS ISSUED	24
65	ABNORMAL RATES	24
66	INSPECTION OF WORK	24
67	ASSISTANCE TO THE ENGINEERS	24
68	TESTS FOR QUALITY OF WORKS	25
69	SAMPLES	25
70	ACTION AND COMPENSATION IN CASE OF BAD WORK	25
71	SUSPENSION OF WORKS	25
72	OWNER MAY DO PART OF WORK	25
73	POSSESSION PRIOR TO COMPLETION	25
74.1,2	PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK	26
74.3	CARE OF WORKS	26
74.4	EFFECTS PRIOR TO TAKING OVER	26

SECTION/ CLAUSE	DETAILS	PAGE NO.
VI	BILLS / MEASUREMENT / PAYMENT	27
75	SCHEDULE OF RATES AND PAYMENTS	27
76	PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS	28
77	LUMPSUMS IN TENDER	28
78	RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES	28
79	EXTRA WORK	28
80	PAYMENT OF CONTRACTOR'S BILL	28
81	CONCLUSION OF CONTRACT	29
82	MODE OF PAYMENT	29
82A	BILL DISCOUNTING THROUGH TReDS	29
83	COMPLETION CERTIFICATE	29
84	FINAL DECISION AND FINAL CERTIFICATE	29
85	CERTIFICATE FOR PAYMENTS AND EVIDENCE OF COMPLETION	30
VII	TAXES / DUTIES / INSURANCE	31
86	TAXES & DUTIES	31
87	INSURANCE	31
88	DAMAGE TO PROPERTY	32
VIII	LABOUR LAWS AND OTHER REGULATIONS	33
89	LABOUR LAWS	33
90	IMPLEMENTATION OF APPRENTICES ACT, 1961	33
91	CONTRACTOR TO INDEMNIFY THE OWNER	33
92a	HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS	34
92b	MEDICAL FITNESS CERTIFICATION	34
93	SAFETY REGULATIONS	34
94	ARBITRATION	34
95	JURISDICTION	35
96	ORDER OF PRECEDENCE FOR WORKS/SERVICES CONTRACTS	35
97	LIMITATION OF LIABILITY	35
98	POLICE VERIFICATION OF CONTRACT STAFF AND TRANSPORT CREW AT LOCATION	35
99	NUISANCE	35
100	BUILDING AND OTHER CONSTRUCTION WORKERS CESS	35
IX	MEMORANDUM OF AGREEMENT	37
	PROFORMA OF BANK GUARANTEE / INSURANCE SURETY BOND	43
	TAX RESIDENCY CERTIFICATE	45
	FORM NO. 10 F	46
	BHARAT PETROLEUM CORPORATION LTD ACKNOWLEDGEMENT	47

GENERAL CONDITIONS OF CONTRACT

SECTION - I

DEFINITION OF TERMS

In the contract documents as herein defined where the context so admits, the following words and expressions will have following meanings :

- 1) "The Owner/Company/BPCL" means the Bharat Petroleum Corporation Limited, incorporated in India having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 038 or their successors or assigns
- 2) "The Contractor" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal representative, his successor and permitted assigns.
- 3) The "Managing Director" shall mean the Chairman and Managing Director of the Bharat Petroleum Corporation Limited or his successor in office designated by the Owner.
- 4) The "Engineer-in-Charge" shall mean the person designated as such by the Owner and shall Include those who are expressly authorised by the Owner to act for and on his behalf for operation of this contract.
- 5) The "Work" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for purpose of the contract.
- 6) The "Permanent Work" means and includes works which will be incorporated in and form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.
- 7) The "Construction Equipment" means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.
- 8) The "Site" means the areas on which the permanent works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.
- 9) The "Contract Document" means collectively the Tender Document. Designs. Drawings or Specifications, agreed variations, if any, and such other document constituting the tender and acceptance thereof.
- 10) The "Consultant" means the consulting engineers Nominated/appointed by the Owner for this Project / job.
- 11) The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- 12) The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 13) The "Specification" shall mean the various technical specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda, of relevant Indian Standard Specification, specifications of the other country published before entering into Contract.
- 14) The "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, furnished or approved in writing by the Engineer-in-Charge.
- 15) The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.
- 16) The "Alteration Order" means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alterations in the works.
- 17) The "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge to the contractor when the works have been completed to his satisfaction.
- 18) The "Final Certificate" in relation to a work means the certificate issued by the Engineer-in-Charge after the period of liability is over for releasing the retention money/ PBG /Insurance Surety Bond .
- 19) The "Period of Liability" in relation to a work means the specified period during which the Contractor stands responsible for rectifying all defects that may appear in the works.

SECTION - II

GENERAL INFORMATION ABOUT SITE

2.1 LOCATION OF SITE & ACCESSIBILITY:

The site location is described in the Special Conditions of Contract. The intending tenderer should inspect the site and make himself familiar with site conditions and available facilities.

Entry into the BPCL areas is restricted depending on location/site. Only pass holders as also vehicles with special permits are permitted in such restricted areas. Inside the premises access to various work spots is also further regulated by permits issued for each area. Non-availability of access roads or permits for entry of vehicles/equipment to any specific area shall in no case be the cause to condone any delay in execution of works or be the cause for any claims or extra compensations.

2.2 SCOPE OF WORK

The scope of work is defined in the Special Conditions of Contract and specifications. The Contractor shall provide all necessary materials, equipments / Tools and Tackles / Supervision / labour etc. for the execution and maintenance of the work till completion unless otherwise mentioned in these tender documents. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use.

2.3 LAND FOR CONTRACTOR'S FIELD, GODOWN AND WORKSHOP:

The tenderer should visit the site and acquaint himself with site conditions, availability of water, electricity, approach roads, construction materials as per specifications, shelter for his staff, etc. since these are to be provided/arranged by the tenderer (unless otherwise specified) at his cost.

The owner will, at his discretion and convenience based on availability for the duration of the execution of the work, make available, land for construction of contractor's field office, go-downs, workshop and fabrication yard required for the execution of the contract. The contractor shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer-in-Charge.

On completion of the works undertaken by the Contractor, he shall remove all temporary works/ shed erected by him and have the site cleaned as directed by Engineer-in-Charge if the contractor shall fail to comply with these requirements, the Engineer-in-charge may at the expenses of the Contractor remove such surplus and rubbish material, dispose off the same as he deems fit and get the site cleared as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the Owner reserves the right to ask the Contractor any time during the pendency of the contract to vacate the land by giving seven days notice on security reasons or on material interest otherwise.

2.4 SAFETY STANDARDS FOR TEMPORARY BUILDINGS

All temporary buildings, sheds, workshops, field stations etc. shall be constructed in conformation with the safety and security regulations of the owner as regards location and type of structure.

SECTION - III
GENERAL INSTRUCTION FOR THE TENDERER

3 SUBMISSION OF TENDER:

- 3.1 The quotation should be submitted only in the manner and the form prescribed in the Request For Quotation (RFQ)/Tender enquiry.
- 3.2 Addenda/Corrigenda to this tender document if issued must be signed and submitted along with the tender document. The tenderer should consider the Addenda/Corrigenda and should price the work based on revised quantities when amendments for quantities are issued in addenda.
- 3.3 Tenders should always be placed in double sealed covers, superscribing Tender No _____ Tender for _____ (name of job), Bharat Petroleum Corporation Limited, due for opening on _____
The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover. (This will not be applicable in the case of e-tenders) Tenders received in open condition (priced bid) are liable to be rejected.
- 3.4 Instructions for two part bidding
- i) The bid should be submitted in two parts viz.
 - a. Techno-commercial bid.
 - b. Price bid.
 - ii) Techno-commercial bid shall have the following information/details
 - a. Technical deviation if any.
 - b. Commercial deviation if any like extra taxes, duties etc.
 - c. Copy of price bid with prices blanked off.
 - d. Any other relevant information.
 - iii) Price Bid shall have only prices as per schedule of Rates.
 - iv) Techno-commercial bid and price bid shall be enclosed in two separate envelopes with the subject job, type of bid, bidders name super-scribed on top. Both these envelopes shall be sealed in a common envelope and submitted as specified above and in covering letter. (This will not be applicable in the case of e-tenders)

4 DOCUMENTS:

- 4.1 The tenders, as submitted shall include all documents/details asked for by BPCL in the RFQ/Tender enquiry.
- 4.2 All pages to be initialed:
Wherever signed tender documents are submitted, all signatures in the documents shall be dated, as well as all the pages of the documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. Tenders without signatures as stated above are liable to be rejected.
- 4.3 Rates to be in Figures and Words:
The tenderer should quote the rates in English both in figures as well as in words. Offers received without the rates in figures and in words are liable for rejection. In case of discrepancy exists between the rate quoted in figures and in words, the rates quoted in words will prevail.
- 4.4 Corrections and Erasures:
All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible.
In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice.
- 4.5 Signature of Tenderer:
The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature with company stamp. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing with company stamp.
Tender by Company or Corporation registered under the relevant companies act, shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the tender. Transfer of tender documents issued to one intending tenderer to another is not permissible.

5 PURCHASE PREFERENCE:

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

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

6 (a) EARNEST MONEY:

The tenderer must submit/ deposit earnest money, if specified in the RFQ/Tender enquiry, failing which the tender is liable to be rejected. Earnest Money Deposit shall be submitted in the form of crossed Demand Draft in favour of "Bharat Petroleum Corporation Ltd." / Electronic Funds Transfer to BPCL Bank Account / Bank Guarantee executed by any Scheduled Bank approved by Reserve Bank of India (as per Proforma provided in Annexure) / Insurance Surety Bond (as per Proforma provided in Annexure). Earnest Money Deposit (EMD) shall be valid for a period of 6 (Six) months from the due date of opening of Techno-commercial Bids and shall be submitted from any Indian Scheduled Commercial Bank / Indian Branch of Foreign Bank. EMD submitted by foreign vendors shall be in USD / EURO only. In case of limited tender, Earnest Money deposit (EMD) is not applicable for registered contractors of BPCL.

NOTE : Exemption of Bidding Document fee and EMD will be applicable for Micro and Small Enterprises (MSEs) registered with District Industries Centres (DIC) or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicraft and Handloom or MSEs having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises. Such bidder shall submit Self attested copy of the certificate, valid upto validity of the offer, indicating that their registration includes the items/works under tender. The registration certificate should remain valid during the period of the contract that may be entered into such successful bidder. Such tenderers should ensure validity of the Registration Certificate for the purpose.

NOTE: No interest shall be paid by the Owner on the earnest money deposit by the tenderer. The earnest money of the unsuccessful tenderer will be refunded after the completion of BQC evaluation / Technical Evaluation / Priced Bid Evaluation as applicable.

(b) CONVERSION OF EMD TO SECURITY DEPOSIT:

The earnest money deposit (EMD) of the contractor whose tender may be accepted, if paid in forms other than Bank Guarantee / Insurance Surety Bond, can be converted to security deposit for due performance of the contract if the contractor so desires. The "performance security deposit/retention money" vide clause 18 shall also be applicable limiting to a maximum of 10% of the contract value.

7 (a) BID VALIDITY:

Tender submitted by tenderers shall remain valid for acceptance for a period of four months from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPCL as deemed fit including putting the tenderer/contractor on 'Holiday listing'/'Delisting' barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Further in the case of contractors who are not registered with BPCL, the earnest money deposited by him will be forfeited. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

(b) LANGUAGE OF BID:

The Bid, all correspondence and documents relating to the bid, between Bidder and BPCL, shall be written in English language only. Any supporting document furnished by Bidder may be written in other language provided that this literature is accompanied by an authenticated English translation in which case, for purpose of interpretation of the Bid, the English translation shall govern.

8 ADDENDA / CORRIGENDA:

Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to effect modification in the design or tender terms. All addenda/corrigenda issued shall become part of tender Document.

9 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

- 9.1 The right to accept the tender will rest with the Owner. The Owner, however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 9.2 The whole work may be split up between two or more contractors or accepted in part and not entirely if considered expedient.
- 9.3 Tenders in which any of the particulars and prescribed informations are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.
- 9.4 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- 9.5 Tender containing uncalled remarks or any additional conditions are liable to be rejected.

10 (a) INTEGRITY PACT (IP):

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

(b) HOLIDAY LISTING:

The vendors / contractors are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with BPCL in such matters. Also, while participating in the tender and performing the contracts, Contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. BPCL shall have the right to remove from the list of approved suppliers / contractors or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently, all Orders / Contracts / Purchase Orders placed, by BPCL. It can be accessed using the following link: <https://www.bharatpetroleum.in/pdf/Holiday-Listing-Policy-2024.pdf>

(c) FOREIGN BIDDERS:

It is mandatory for the foreign bidder to furnish the documents for the compliance to requirement of PAN No. , Tax Residency Certificate and Form No.10F (applicable for foreign bidder in case of services in India is required as per scope of bidding document) as per Income Tax Act in case his receipts are subject to tax deduction at source in India:

(i) PAN No.

PAN as per the Indian Income Tax requirements shall be submitted, failing which the Supplier/Contractor/Consultant shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules and the same shall be deducted from the payment made to supplier/contractor/consultant.

(ii) Tax Residency Certificate (TRC)

TRC containing prescribed particulars as per the Annexure from the Government of foreign country in order to claim the benefits of DTAA as per the Indian Income Tax requirements shall be submitted, failing which the relief under DTAA will not be available and consequently the actual rate of withholding tax will be applicable and deducted from the payment made to supplier/contractor/consultant (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assessee claims to be a resident for the purposes of tax.

(iii) Form 10F

In addition to TRC, in order to claim the benefits of DTAA, bidder shall also submit additional information in form no. 10F as per Annexure. Form 10F has to be signed & verified by the assessee himself.

The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier. In case of failure to submit the above information, any additional tax liability on Owner, will be deducted from the payment due to the contractor.

11 COLLECTION OF DATA TENDERER'S RESPONSIBILITY & TIME SCHEDULE:

The tenderer shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials.

The time period allowed for carrying out the job shall be as shown in tender document. Request for revision for time schedule after tenders are opened will not be received for consideration.

12 RETIRED GOVERNMENTS OR COMPANY OFFICER:

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the States/Central Government or of the Owner is allowed to work as a Contractor for a period of two years after his retirement from Government service or from the employment of the Owner without the previous permission of the Owner. The contract, if awarded, is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the State/ Central Government, or of the Owner as aforesaid before submission of tender, or engagement in the Contractor's service as the case may be.

13 SIGNING OF THE CONTRACT:

The successful tenderer shall be required to execute an agreement in the proforma attached with tender enquiry within a period of one month of the receipt by him of the notification of acceptance of tender. The payment will not be processed till the time the agreement is executed.

14 (a) FIELD MANAGEMENT:

The field management will be the responsibility of the Engineer-in-Charge, who will be nominated by the Owner. The Engineer-in-Charge may also authorize his representatives to perform his duties and functions.

Coordination of Work - The Engineer-in-Charge shall coordinate the work of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the contractor to plan and execute strictly in accordance with the site instructions to avoid hindrance to the works being executed by other agencies.

14 (b) CONSULTANCY CONTRACTS:

This General Conditions of Contract (GCC) will be binding for Consultancy jobs only to the extent of its applicability to the context of consultancy jobs.

SECTION - IV
INTERPRETATION OF CONTRACT DOCUMENTS

15 INTERPRETATION OF CONTRACT DOCUMENT:

- 15.1 Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to Engineer-in-Charge, who shall give his decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.
- 15.2 Works shown upon the drawing but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.
- 15.3 Headings and marginal notes to the clauses of these General Conditions of Contract or to specifications or to any other tender document are solely for the purpose of giving a concise indication and not a summary of the content thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the Contract.
- 16.4 Singular and Plural:
In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/ registered as associations/ body of individual/ firm or partnership.

16 SPECIAL CONDITIONS OF CONTRACT:

- 16.1 Special Conditions of contract shall be read in conjunction with the General Conditions of Contracts, specification of work, Drawings and any other documents forming part of this contract wherever the context so requires.
- 16.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 16.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provision of the General Conditions of Contract and shall to the extent of such repugnance or variations, prevail.
- 16.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- 16.5 The materials, designs and workmanship shall satisfy the relevant Indian Standards, the Job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

17 CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

The contractor in fixing rate shall for all purposes whatsoever be deemed to have him self independently obtained all necessary information for the purpose of preparing his tender. The contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there from shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawing and specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of materials and labour involved etc. and as to what all works he has to complete in accordance with the contract documents whatever be the defects, omissions or errors that may be found in the Contract Documents. The Contractor shall be deemed to have visited surrounding to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, roads, bridges and culverts means of transport and communications, whether by land, water or air, and as to possible interruptions thereto and the access to and regress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials the available accommodation as to whatever required, depots and such other building as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil water and variations thereof, storms, prevailing winds, climate conditions and all other similar matters affecting these works. He is deemed to have acquainted himself as to his liability for payment of Government taxes, customs duty and other charges.

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risk or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

No verbal agreement or inference from conversation with any officer or employee of the owner either before or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein contained.

18 PERFORMANCE SECURITY DEPOSIT/RETENTION MONEY:

- 18.1 To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor will have to provide security deposit of 10% of the basic value of contract unless otherwise specified in the Special Conditions of Contract. Amount received/retained towards this clause will be considered as security deposit. This Security deposit may be furnished in the form of an Account payee Demand Draft payable to BPCL or Bank Guarantee / Insurance Surety Bond in the prescribed format. The contractor shall have the option to adjust any Earnest Money Deposit- (EMD) if paid by demand draft towards security deposit if he so desires or otherwise if submitted by way of bank guarantee / Insurance Surety Bond the validity of the same to be extended suitably as advised by BPCL.
- In the case of security deposit submitted in the form of Bank guarantee / Insurance Surety Bond, the Bank Guarantee / Insurance Surety Bond shall be valid and remain in force till the contractual completion period (expiry of the defect liability period- refer clause-74, if applicable) and with a claim period of six months thereafter. The Bank Guarantee / Insurance Surety Bond shall be in the form prescribed.
- In case the successful contractor is not furnishing the performance security deposit as referred above on award of the job, the same shall be deducted from each running account bills at the rate of 10% of bill value till overall security deposit of 10% as mentioned above is collected.
- The security deposit will be retained till the successful completion of the work and thereafter till the expiry of the defect liability period (refer clause-74), if applicable. This retention money / Bank guarantee / Insurance Surety Bond held shall be released after the expiry of the defect liability period provided that any defects appearing during that period are corrected by the contractor and subject to Clause 18.2 below.
- In the case of value/rate/quantity contracts, the security deposit shall be based on individual release orders issued. In case of LSTK (Lump Sum Turnkey Contracts) / EPC: PBG / Insurance Surety Bond @ 10% within 15 days of notification of award. In case of Annual Rate Contracts (ARCs): Submission of PBG / Insurance Surety Bond @ 10% of Total Contract Value (TCV) or submission of initial security deposit @ 2.5% of TCV within 15 days of notification of award. In cases where only 2.5% of TCV has been submitted, 7.5% of individual release order shall be subsequently deducted from RA bills.
- Vendors/contractors shall be asked to submit the SD within 15 days from the date of notification of award and in the event of delay in submission of SD, the contract can be terminated. However, if termination of contract is not in the interest of the work/ BPCL, an additional time up to 30 days can be allowed for submission of SD depending on merits of each case, beyond which the contract may be terminated with subsequent actions following termination as per tender/procedure.
- 18.2 If the contractor/ sub-contractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-in-Charge shall be final). These expenses can be recovered from the security deposit/retention money if recovery from other sources is not possible.
- 18.3 All compensation or other sums of money payable by the contractor to the Owner under terms of this contract may be deducted from his security deposit/retention money or from any sums which may be or may become due to the contractor by the Owner on any account whatsoever and in the event of his security deposit/retention money being reduced by reasons of any such deductions. The contractor shall within ten days thereafter make good any sum or sums, which may have been deducted from his security Deposit/retention money. No interest shall be payable by the Owner from sum deposited as security deposit/retention money.
- 18.4 The security deposit shall be held by the Owner, as security for the due performance of the Contractor's obligations under the contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the security deposit/retention money in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the contractor to the quantum of the Security Deposit/retention money.
- 18.5 The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in US Dollars/EUROS in the case of foreign bidders. In case of Insurance Surety Bond, the same shall be from the Insurance company as approved by Insurance Regulatory and Development Authority of India (IRDAI).
- 18.6 Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:
- Vendors shall insist their Bank for issuance of SFMS Bank Guarantee for faster payments. Vendors shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to BPCL.
- Vendor should ensure the following for issue of E- bank guarantee:
- a. The issuing bank is on SFMS platform
 - b. SFMS Message type used is 760 COV and SFMS Delivery report/ Message copy is sent along with original BG
 - c. For BG amendment, message type 767COV is to be used.
 - d. SFMS contains following details:
 - i. Beneficiary's bank name: ICICI Bank

- ii. IFSC Code: ICIC0000393
- iii. BPCL'S Customer ID: 8PCL583493800
- e. BG Issuing Bank should send the BG Issuance advice through SFMS to BPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: 1CIC0000393).
- f. BG Issuance advice should mention applicable Unique Identifier Code (UIC) in row/ field number 7037 of SFMS Delivery Report.
 - a. BPCL Location : Kharghar , Navi Mumbai
 - b. Head office : Ballard Estate
 - c. UIC : BPCL583493800
- g. The Original BG should be submitted along with print out of SFMS Delivery report from the BG Issuing Bank Branch.
- h. SFMS BG will help in faster verification of BGs and prompt release of payments to Vendors.

19 TIME OF PERFORMANCE:

- 19.1 The work covered by this contract shall be commenced as detailed in the purchase order or as per the instructions of the Engineer in charge and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The contractor should bear in mind that time is the essence of this agreement unless such time be extended pursuant to the provision of clause No. 21. Request for revision of Completion time after tenders are opened will not receive consideration.
- 19.2 Time Schedule of Completion: The general time schedule of completion is given in the tender document. Contractor should prepare a detailed monthly and weekly execution programme, jointly with the Engineer-in-Charge within two weeks of receipt of Letter of Intent or acceptance of tender. The work shall be executed strictly as per the time schedule given in this document. The period of completion given includes the time required for testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

20 FORCE MAJEURE

Circumstances leading to force majeure

(a) Act of terrorism;

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

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

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

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

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

• Notification of Force Majeure

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

• Right of either party to terminate

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

• Payment in case of termination due to Force Majeure

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

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

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

Majeure; and

- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

21 EXTENSION OF TIME:

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-Charge within two weeks of the date of hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall if in his opinion (which shall be final), reasonable grounds have been shown thereof, authorize such extension of time as may in his opinion be necessary or proper.

In the event of extension of Time of the contract, if granted, the contractor shall be required to suitably extend the period of Bank Guarantee / Insurance Surety Bond if submitted, towards security Deposit/retention money suitably.

22. LIQUIDATED DAMAGES FOR DELAY:

- 22.1 Time is the essence of the contract. In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the basic value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract. The parties agree that this is a genuine pre- estimate of the loss/damage which will be suffered by the owner on account of delay on the part of the contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. The owner shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the contractor including Security Deposit. In case where the concluded contract value is different from the original contract value due to the change orders/variation in executed quantities/extension of time, etc., the concluded contract value should be considered for recovery of Liquidated Damages for late delivery/delayed completion.

- 22.2 The owner shall be at liberty to deduct or retain from any amount payable to the contractor periodically, the proportionate or full amount of liquidated damages as the case may be for the delay periodically caused by the contractor.

23 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained by the Owner.

24 TERMINATION/OFFLOADING:

- 24.1 The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company/owner. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.
- 24.2 In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company/owner shall have the liberty and right to entrust/engage/award the work so terminated/off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

25. FORFEITURE OF SECURITY DEPOSIT:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole, security deposit of the contractor, forming whole or part of such security being insufficient or if no security has been taken from the Contractor then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The contractor shall pay to the owner on demand any balance remaining due.

26 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

In any case in which, under any clause or clauses of this contract, the contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installment) or have committed a breach of any of the terms contained in this contract, the owner shall have power to adopt any of the following courses as he may deem best suited to his interest:

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.
- b) To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting contractor with the labour cost of tools and plants and equipment charges, the cost of the materials

for which a certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all departmental charges and crediting him with the value of the work done in all respects in the manner and at the same rates as if it had been carried out by the Contractor under the term of his contract. The certificate of Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.

- c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, of a sufficient part thereof.

In the event of any of the above course being adopted by the Owner, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the contract. In case the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Engineer-in-Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

27 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 26:

In any case in which any of the powers conferred upon the owner by clause 26 thereof shall have become exercisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercised in the event of any further case of default by the contractor for which any clause of hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the power under sub-clause (a), (b) or (c) vested in him under the proceeding clause he may, if he so desires takes possession of all or any tools and plants materials and stores in or upon the works or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, supervisor or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in, all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of proceeds and any expenses of any such sale shall be final and conclusive against the contractor.

28 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of the work the owner shall for any reasons whatsoever, not require the whole or part thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

29 CHANGES IN CONSTITUTION:

Where the contractor is a partnership firm, the prior approval, in writing, of the Owner shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before sub-contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carryout the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of clauses 35 hereof and the same action may be taken and, the same consequence shall ensure as provided in the said clause.

30 IF THE CONTRACTOR DIES:

Without prejudice to any of the rights or remedies under his contract, if the contractor dies, the Owner shall have the option of terminating the contract without compensation to the contractor.

31 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE:

No director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

32 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:

The contractor shall not be entitled to any increase on the item rates of the contract or any other right or claim whatsoever by reason of representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

33 CONTRACTOR'S OFFICE AT SITE:

The contractor shall provide and maintain an office at the site, if space provided by the owner, for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instruction, notices, or other communications.

34 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS:

- 34.1 The contractor, on or after award of the work shall name and depute a qualified personnel having sufficient experience in carrying out work of similar nature to whom the equipments materials, if any, shall be issued and instructions for works given. The contractor shall also provide to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to supervise the execution of the-works, competent sub-agents, supervisor and leading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge, additional properly qualified supervision staff is considered necessary, they shall be employed by the contractor without additional charges on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in- Charge that sub-contractors, if any shall provide competent and efficient supervision over the work entrusted to them.
- 34.2 If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants supervisor or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in- Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 34.3 The contractor shall be responsible for the proper behaviour of all the staff, supervisor, workmen and others and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.
- 34.4 All contractor's personnel entering upon the Owner's premises shall be properly identified by badges issued by owner which must be worn all times on Owner's premises.

35 SUB-LETTING OF WORK:

Sub letting of contracts shall not be generally permitted. However owner may permit sub letting of work on specific cases subject to the following:-

- i) No part of the contract nor any share of interest there shall in any manner or degree be transferred assigned sublet by the contractor directly or indirectly to any firm or corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the Owner.
- ii) Sub Contractors for Temporary Works Etc.:- The Owner may give written consent to sub-contract for execution of any part of the works at the site, being entered into by the contractor provided each individual sub-contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.
- iii) List of Sub-Contractors to be supplied: - At the commencement of every month the contractor shall furnish to the Engineer-in-Charge list of all sub-contractors or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contract or works.
- iv) Contractor's Liability Not Limited By Sub-Contractors:- Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-letting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.
- v) Owner may Terminate Sub-Contracts:- If any sub-contractor engaged upon the works at the site executes any

work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub contract and the latter shall forthwith leave the works, failing which the owner shall have right to remove such sub-contractors from the Site.

- vi) No Remedy For Action Taken Under This Clause:- No action taken by the owner under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise failing which, the owner shall have right to remove such sub-contractors from the Site.

36 POWER OF ENTRY:

If the contractor shall not commence the work in the manner previously described in the contract document or if he shall, at any time in the opinion of the Engineer-in-Charge.

- i. Fail to carryout the works in conformity with the contract documents, or
- ii. Fail to carryout the works in accordance with the time schedule, or
- iii. Substantially suspend work or the works for a period of Fourteen days without authority from the Engineer-in-Charge, or
- iv. Fail to carryout and execute the works to the satisfactions of the Engineer-in-Charge, or
- v. Fail to supply sufficient or suitable constructional equipments, temporary works, labour materials or things, or
- vi. Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for the fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or
- vii. Abandon the works, or
- viii. During the continuance of the contract, become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction.

Then in any such case, the Owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional equipment, and stock thereon, and to revoke the contractor's license to use the same, and to complete the works, by his agents, other contractor or workmen, or to re-let the same upon any terms and to such other person firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works constructional equipment, and stock as aforesaid without making payment or allowances to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of the temporary said works, constructional equipments and stock or being liable for any loss of damage thereto, and if the Owner shall by reason of his taking possession of the works or of the works being completed by other contractors (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-in- Charge shall be deducted from any money which may be due for work done by the contractor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional equipment, materials etc. belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

37 CONTRACTORS RESPONSIBILITY WITH OTHER AGENCIES:

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction, to work in close co-operation and co-ordinate the works with other contractors or their authorized representatives and the contractor will put up a joint scheme, showing the arrangements, with other contractors / agencies for carrying his portion of work to the Engineer-in-Charge, and get the approval. The contractor before finally submitting the schemes to the Engineer-in-Charge shall have the written agreement of the other agencies. The Engineer-in-Charge before communicating his approval of the scheme, with any required modifications shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner Indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes ordinances, laws, rules, regulations, etc.

38 OTHER AGENTS AT SITE:

The contractor shall have to execute the work in such place and condition where other agencies might also be engaged for other works such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained to works being executed in the above circumstances.

39 NOTICES:

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

40 RIGHTS OF VARIOUS INTERESTS:

i) The Owner reserves the right to distribute the work between more than one contractor. The contractor shall co-operate and afford other contractors reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.

ii) Whenever the work being done by any department of the Owner or by other contractors employed by the Owner is contingent upon work covered by the contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT

i) Owner shall, at any time be entitled to determine and terminate the contract, if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case, the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-Charge and of the value of the work done to date by the contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the contractor of such determination and termination and the reason thereof, shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Owner.

ii) Should the contract be determined under sub-clause (i) of this clause and the contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the contractor.

42 TERMINATION FOR CONVENIENCE :

BPCL shall, in addition to any other right enabling it to terminate the contract, have the right to terminate the contract at any time by giving prior written notice of at least 14 days to the contractor. Such termination shall be without prejudice to the rights of the parties that have accrued on or before the date of termination of the contract.

If the contract is terminated under this provision, the contractor is entitled to be compensated as under:-

a. the contract price attributable to the works performed as at the date of termination

and

b. the reasonable costs incurred by the contractor for termination of subcontractors or the repatriation of the contractors' and subcontractors' employees

less

the aggregate of all previous payments allocated to the works.

Any sums due to BPCL from the contractor accruing prior to the date of termination will be deducted from the amount to be paid to the contractor under the contract.

If, as a result of any such deductions, there is a negative amount payable to the contractor, then the contractor must pay an amount equal to such negative sum to BPCL within 15 days of BPCL intimating the contractor.

43 PATENTS AND ROYALTIES:

43.1 The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials or composition matters, to be used or supplied or methods and process to be practised or employed in the performance of this contract, is covered by a patent under which contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, compositions method or processes shall obtain such licences, and pay such royalties and licence fees as may be necessary for performance of the contract. In the event, the contractor fails to pay any such royalties or obtain any such licence, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his own expenses and the contractor will pay any damages and costs awarded in such suit. The contractor shall promptly notify the owner if the contractor has acquired knowledge of any patent under which a suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, and process methods to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extend the same to any of the subsidiaries of the Owner as irrevocable, royalty- free licence to use in any country, any

invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

The Owner shall indemnify and save harmless the contractor from any loss on account of claims on contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on any patent right with respect to any sub-contract entered into by contractor pursuant to the provisions of sub-contractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

- 43.2 All drawings, blue prints, tracings, reproducible, models, plans, specification and copies thereof, furnished by the Owner as well as drawings, tracings, reproducible, plans specifications, design, calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property of Owner and shall not be used for any other work but are to be delivered to the Owner at the completion of the contract.
- 43.3 Where so desired by Engineer-in-Charge, the contractor agrees to respect the secrecy of any document, drawings etc. issued to him for the execution of this contract, and restrict access to such documents, drawing etc. to the minimum and further, the contractor agrees to execute an individual SECRECY agreement from each or any person employed by contractor having access to such documents, drawings and to any other agency or individual, without the written approval by Engineer-in-Charge.

44 LIENS:

- 44.1 If, at any time, there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim and if such lien or claim be valid the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.
- 44.2 Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done.
Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge

45 OPERATION OF CONTRACT:

- 45.1 Law Governing:
Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.
- 45.2 Non-Waiver of Default:

Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Contractor, as the case may be at any time to avail itself of same.

SECTION - V

PERFORMANCE OF WORK

46 EXECUTION OF WORKS:

- 46.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications, and instructions as may be furnished from time to time to the contractor by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications following all safety requirements of BPCL and as stipulated in work permits as per the directions and to the entire satisfaction of the Engineer-in- Charge.
- 46.2 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/materials, it is understood that the contractor shall do, so at his cost unless otherwise specified.
- 46.3 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job specification contained herein and codes referred to. Where the job specification stipulate requirements in addition to those contained in the standards codes and specifications, these additional requirements shall also be satisfied.

47 COORDINATION AND INSPECTION OFWORK:

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will be normally be passed by the Engineer-in-Charge or his authorized representative. A work order book / logbook will be maintained by the Contractor for each job in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorized representative by way of acknowledgment within 12 hours. The non maintaining of the order book or non signing by the contractor shall not preclude the contractor from complying with the instructions.

48 WORK IN MONSOON ANDDEWATERING:

- 48.1 The completion of the work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 48.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

49 WORK ON SUNDAYS AND HOLIDAYS:

For carrying out work on Sundays and Holidays if needed, the contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. No special compensation on this account will be payable.

50 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:

- 50.1 Place of Work:
The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the conditions prevailing in such location and the restrictions placed on movement of personnel and equipment, types of equipment and tools permitted, working methods allowed etc. in the light of security and safety regulations operative in the area.
The safety regulations to be complied with, by the contractor will also be provided along with the tender. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted for the various items of work should cover the cost of all such contingencies and eventualities. Substantial structures and utilities exist both above ground and underground, adjacent to the work site. (The construction activity gets restrained by the existence of such structures and utilities). Special care is necessary in transportation, storage, working on equipments and other construction activities to protect the existing features and prevent damage to any facility. Necessary protective structures barricades etc. have to be erected at various places as directed by Engineer-in-Charge. No extra payment of such protective works will be made unless specially provided in the tender.
- 50.2 The working time or the time of work is 48 hours per week normally. Overtime work is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.
- 50.3 The contractor must arrange for the placement of workers in such a way that the delayed completing of the work or any part thereof for any reasons whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.
- 50.4 The contractor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of contract.

51 DRAWINGS TO BE SUPPLIED BY THE OWNER:

- 51.1 Where drawings are attached with tender, these shall be for the general guidance of the contractor to enable him to visualize the type of work contemplated and scope of work involved. The contractor will be deemed to have studied the drawings and formed an idea about the work involved.
- 51.2 Detailed working drawings on the basis of which actual execution of the work is to proceed will be furnished from time to time during the progress of the work. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge, discrepancies, if any, therein before actually carrying out the work.
- 51.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office of the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the works. Reference is also invited to clause 43.2 and 43.3 above regarding drawings and other documents.

52 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

- 52.1 Where drawings/data are to be furnished by the contractor, they shall be as enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 52.2 Where approval of drawings before manufacture / construction / fabrication has been specified, it shall be contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and got approved before proceeding with manufacture construction / fabrication, as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final drawings shall bear the certification stamps duly signed by both the contractor and the Engineer-in-Charge.
- 52.3 A period of 3 weeks from the date of receipt shall be required normally for approval of drawings by the Engineer-in-Charge.

53 SETTING OUT WORKS:

- 53.1 The Engineer-in-Charge shall furnish the contractor with only the four corners of the work site and a level bench mark and the contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 53.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining in setting out the work shall not relieve the contractor of any of his responsibilities.
- 53.3 Before beginning the works, the contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 53.4 Pillars bearing geodetic marks located at the site of work under construction should be protected and fenced by the contractor.
- 53.5 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

54 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

55 MATERIALS TO BE SUPPLIED BY CONTRACTOR:

- 55.1 The contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials which will be issued by Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The materials procured by the contractor shall be BPCL approved/specified quality.
- 55.2 All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material procured. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.
- 55.3 Manufacturer's certificate shall be submitted for all materials supplied by the contractor. If, however, in the opinion of the Engineer-in-Charge any tests are required to be conducted on the materials supplied by the contractor, these

will be arranged by the contractor promptly at his own cost.

56 MATERIALS SUPPLIED BYOWNER:

- 56.1 If the specifications of the work provides for the use of any materials of special description to be supplied from the Owner's stores, price for such material to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract. The contractor shall be bound to purchase and shall be supplied such materials as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of the actual materials supplied by the Owner will be recovered from the running account bill on the basis of the actual consumption of materials in the work covered and for which the running account bill has been prepared. After the completion of the works, however, the contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 56.2 The value of the materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of chargeable materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in- Charge in perfectly good condition, at contractor's cost.

57 CONDITIONS FOR ISSUE OF MATERIALS:

- i) Materials specified to be issued by the Owner will be supplied to the contractor by the Owner from his stores/location. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner framed from time to time.
- ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer.
- iv) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.
- vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right, at his own discretion, to Issue such materials If available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this, constitute a reason for the delay in the execution of the work.
- viii) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form.
- ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond for safe custody and accounting of all materials issued by the Owner.
- x) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.
- xi) A daily account of the materials issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.
- xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores/location where from they were issued or to the place as directed by the Engineer-in-Charge.
- xiii) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose(s) than issued for.

58 MATERIALS PROCURED WITH ASSISTANCE OF OWNER:

Notwithstanding anything contained to the contrary in any or all the clause of this document where any materials for the execution of the contract are procured with the assistance of Owner either by issue from Owner's stock or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials as trustee for the Owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the owner and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason, whatsoever on his being paid or credited such prices as the Engineer in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges if any. The decision of the Engineer-in- Charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall in terms of the licenses or permits, and/or for criminal breach of trust, be liable to compensate the Owner a double rate or high rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the Engineer-in-Charge and his decision shall be final and conclusive.

59 MATERIALS OBTAINED FROM DISMANTLING:

If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 66 & 70 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

60 ARTICLES OF VALUE FOUND:

All gold, silver and other materials, of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or person indicated by the Owner.

61 DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions furnished to the contractor, his agents or staff or any doubt, arise as to the meaning of any such instructions or should there be any misunderstanding between the contractor's staff and the Engineer-in-Charge's staff, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, or doubts, or misunderstanding shall in any event be admissible.

62 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK:

A) The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the schedule of rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agree to do the main work. The time for completion of work may be extended for the part of the particular job at the discretions of the Engineer-in-Charge, for only such alteration, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions:

- a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
- b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of works as specified in the contract for the work. The opinion of the Engineer-in-Charge as to whether the rates can be reasonably so derived from items in the contracts will be final and binding on the contractor.
- c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) and (b) above, then the contractor shall inform the Engineer-in-Charge of the rate which is his intention to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rates on the basis of the prevailing market rates of materials, labour cost at schedule of labour plus 10% to cover contractor's supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

- d) Provisions, contained in sub-clause (a) to (c) above shall not, however, apply:

Where the value of alterations / additions / deletions or substitutions exceeds beyond plus or minus 25% of the estimated contract value (i.e. quoted item rates of contractor shall hold good for variations etc. within plus or minus 25% of estimated contract value)

- B) In the event and as a result of such alternatives / additions / substitutions / deletion, the scope of contract work exceed the value stipulated in the contract by more than the limits given in clause (d) above, the Contractor shall claim revision of the rates supported by the proper analysis in respect of such items for quantities in excess of the above limits, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (b) of Clause 62 A, and the Engineer-in-Charge may revise their rates having regard to the prevailing market rates, and the contractor shall be paid in accordance with the rates so fixed. But, under no circumstances the contractor shall suspend / stop / slowdown the work on the plea of non-settlement of rates of items falling under this clause.

63 VARIATION IN CONTRACT VALUE :

Compensation for Reduction in Contract value due to change in quantity:

- Upto & inclusive of (-) 25% of Total Contract Value (TCV): No cost compensation.
- Beyond (-) 25% of TCV: Cost compensation @ 10% of reduction in the contract value from (-) 25% of TCV (i.e. 75% of TCV).

Discount to be obtained for Increase in contract value due to change in quantity:

- Upto & inclusive of (+) 50% of TCV: No discount.
- Beyond (+) 50% of TCV: Reduction @ 10% of increase in the contract value beyond (+) 50% of TCV.

64 ACTION WHERE NO SPECIFICATIONS ISSUED:

In case of any class of work for which there is no such specification given by the Owner in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge.

65 ABNORMAL RATES:

The contractor is expected to quote rate for each item after analysis of cost involved for the completion of item/work, considering all specifications and conditions of contract. This will avoid loss of profit or gain, in case of curtailment or change of specification for any item. In case it is noticed that the rates for any item, quoted by the tenderer are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer on demand.

66 INSPECTION OF WORK:

- 66.1 The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress either on the Site or at the contractor's premises / workshop where situated premises /workshops of any person, firm or corporation where work in connect with the contract may be in hand or where materials are being or are to be supplied, and the contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such Inspection. The contractor shall at all time during the usual working hours and at all other time for which reasonable notice of the intention of the Engineer in-Charge or his representative to visit the works have been given to the contractor, either himself be present to receive order and instructions or post a responsible agent duly accredited in writing for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall give not less than seven days, notice in writing to the Engineer-in-Charge before covering up or placing any work beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at contractor's expense carrying out such measurement or inspection.
- 66.2 No materials shall be dispatched by the contractor before obtaining the approval of Engineer-in-Charge in writing. The contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engine in-Charge.

67 ASSISTANCE TO THE ENGINEERS:

The contractor shall make available to the Engineer-in-Charge, free of cost necessary instruments and assistance in checking of setting out of works and taking measurement of work.

68 TESTS FOR QUALITY OF WORKS:

- 68.1 All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-Charge may direct at place of manufacture or fabrication or on the site or at all or any such places. The contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required the Engineer-in-Charge.
- 68.2 All the tests necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of test facility with the Owner, the required test shall be carried out at the cost of contractor at government or any other testing laboratory as directed by Engineer-in-Charge.
- 68.3 If any tests are required to be carried out in connection with the work or materials workmanship not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

69 SAMPLES:

The contractor shall furnish to the Engineer-in-Charge for approval when requested or if required by the specifications, adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishing applied in actual work shall be fully identical to the approval samples.

70 ACTION AND COMPENSATION IN CASE OF BAD WORK:

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorised representative, specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for forthwith shall rectify or remove and reconstruct the works specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percentage of the estimated cost of the whole work, for every week limited to a maximum of 10 per cent of the estimated cost of the whole work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may on expiry of notice period rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses of the contractors in all respects. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

71 SUSPENSION OF WORKS:

The contractor shall, if ordered in writing by the Engineer-in-Charge or his representative, temporarily suspend the works or any part thereof for such period and such time as so ordered and shall not, after receiving such written order, proceed with the work therein ordered to be suspended, until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim/ compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor, should he apply for the same, provided that suspension was not consequent to any default or failure on the part of the contractor.

72 OWNER MAY DO PART OF WORK:

Upon failure of the contractor to comply with any instructions given in accordance with the provisions of the contract, the owner has the alternative right, instead of assuming charge for entire work to place additional labour force, tools, equipments and materials on such parts of the work, as the owner may designate or also engage another contractor to carry out the work. In such cases, the owner shall deduct from the amount which otherwise might become due to the contractor, the cost of such work and materials with ten percent added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor shall pay the difference to the owner.

73 POSSESSION PRIOR TO COMPLETION:

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possessions or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. If such prior possession or use by the Engineer-in-Charge delays the progress of work, suitable adjustment in the time of completion will be made and contract agreement shall be deemed to be modified accordingly.

74 PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:

- 74.1 The contractor shall guarantee the installation/site work for a period of 12 (twelve) Months from the date of completion of work, unless otherwise specified. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 74.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantee called for, he shall bring this to the notice of the Engineer-in-Charge in writing. The work will not be considered as complete and taken over by the Owner until all the temporary works etc., constructed by the contractor is removed and work site cleaned to the satisfaction of Engineer-in-Charge.

74.3 Care of Works:

From the commencement to completion of works, the contractor shall take full responsibility for the care of all works including all temporary works, and in case any damage, loss or injury happens to the works or to any part thereof or to any temporary work, from any cause whatsoever, he shall at own cost repair and make good the same, so that at completion, the work shall be in good order and in conformity in every respect with the requirements of the contract and the Engineer-in-Charge's instructions.

74.4 Effects prior to taking over:

If at any time, before the work is taken over, the Engineer-in-Charge shall

- a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfill the requirements of contract (all such matters being herein after called 'Defects' in this clause) and
- b) As soon as reasonably practicable, notice given to the contractor in writing of the said decisions specifying particulars of the defects alleged to exist or to have occurred, then the contractor shall at his own expenses and with all speed make good the defects so specified.

In the case contractor shall fail to do so, the Owner may take, at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure, so incurred by the Owner shall be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 74.1) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a completion certificate which will however, be for such group or groups as taken over only.

74.5 Defects after taking over:

In order that the contractor could obtain a completion certificate, he shall make good with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act of omission of the contract that may have been noticed or developed after the works or group of the works has been taken over. The period allowed for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the work at the contractor's risk and expense and deduct from the final bill such amount as may be decided by the Owner. If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the work within one month after the date fixed by the contract for the completion of the works, the Owner shall be at his liberty to use the works or any portion thereof in respect of which a completion certificate has been issued provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

- 74.6 The Security Deposit/retention money deducted / furnished as per clause 18 of GCC shall be retained for the period of liability as given in clause 74.1 above. This Retention amount / Bank Guarantee / Insurance Surety Bond furnished against Security Deposit / retention money shall be released only on expiry of the period of liability and also based on the certification of the Engineer-in-charge that no defect/damage has been reported / observed during the stipulated period of liability for the contract.
- 74.7 Performance of contractor shall be evaluated on each job by Engineer-in-Charge and recorded. Review of performance will be carried out at appropriate intervals by BPCL.

SECTION VI

BILLS / MEASUREMENT / PAYMENT

75 SCHEDULE OF RATES AND PAYMENTS:

i) Contractor's Remuneration

The price to be paid by the Owner to contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor under the contract documents shall be ascertained by the application of the respective item rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the contractor under the contract and no further payment whatsoever shall be or become due or payable to the contractor under the contract.

ii) Schedule of rates to be inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final completion certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expense and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract document may not fully and precisely furnish them. He shall make such provision in the item rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specially in contract documents.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

iii) Schedule of Rates to Cover Constructional Equipments, Materials, Labour etc.

Without in any way limiting the provisions of the preceding sub-clause the schedule of rates shall be deemed to include and cover the cost of all constructional equipment, temporary work (except as provided for herein), pumps, materials, labour, the insurance, fuel, stores and appliances to be supplied by the contractor and other matters in connection with each item in the schedule of rates and the execution of the works or any portion thereof, finished, complete in every respect and maintained as shown or described in the contract documents or may be ordered in writing during the continuance of this contract.

iv) Schedule of Rates to cover Royalties, Rents and Claims:

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the Owner which the contractor hereby gives against all actions, proceedings, claims damages, costs and expenses arising from the incorporation in or use on the works of a such articles, processes or materials, Octroi or other municipal or local Board charges levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the contractor.

v) Schedule of Rates to Cover Taxes and Duties:

No claim or exemption or reduction of customs duties, GST, quarry or any port dues, transport charges, stamp duties or Central or States Government or Local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. Contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

vi) Schedule of Rates to cover Risk of Delay:

The schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractors conduct of work which occur from any cause including orders of owner in the exercises of his powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay.

vii) Schedule of Rates cannot be altered:

For work under unit rate basis, no alteration will be allowed in the schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted. The schedule of Rates are fully Inclusive rates

which have been fixed by the contractor and agreed to the Owner and cannot be altered.

For lumpsum contract, the payment will be made according to the work actually carried out for which purpose an item wise or workwise, Schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

76 PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS:

i) Measurements:

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the Contractor's authorised agent progressively. Such measurement will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of accepted by the contractor or his authorised representative.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurement will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

ii) Billing:

The contractor will submit a bill to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the 1st week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

iii) Dispute in Mode of Measurements:

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

77 LUMPSUMS IN TENDER:

For the items in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if part of the work in question is not in the opinion of the Engineer-in-Charge capable of measurement of determination, the owner may at his discretion pay the lumpsum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum or sums payable to him under the provisions of the clause.

78 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect, or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and the adjustments of the accounts or otherwise, or in any other way vary or affect the contract.

The final bill shall be submitted by the contractor within one month of the date of physical completion of the work, and settled immediately but not later than 60 days otherwise the Engineer-in-charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties. The final bill shall be presented by the contractor along with 'No claim certificate' in a format acceptable to the owner or such other documents as directed by the owner.

79 EXTRA WORK:

Should the contractor consider that he is entitled to any extra payment for extra job carried out whatsoever in respect of the works, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment for the extra work. Such notice shall be given to the Engineer-in-Charge within one week from the ordering of any extra work or happening of any event, upon which the contractor bases such claims, and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on part of the contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the owner to reject any such claim and no delay in dealing therewith shall be waiver by the owner of any rights in respect thereof.

80 PAYMENT OF CONTRACTOR'S BILL:

Generally no payment shall be made for works estimated to cost less than Rs. 50,000/- till the whole of the work shall have been completed. But in case of works estimate to cost more than Rs. 50,000/- the contractor on submitting the bill thereof be entitled to receive a monthly payment proportion to the part thereof approved and passed by the

Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit or any moneys due to the Owner etc.

75% payment of the Running Account bill (RA bill) shall be released within 15 calendar days of receipt of RA bill duly certified by Engineer-in-charge (EIC) and the balance payment shall be released within 30 days of receipt of RA bill by EIC after detailed scrutiny.

81 CONCLUSION OF CONTRACT:

In a situation where the L1 bidder is not lowest for some specific line items and the L1/L2 parity is likely to be affected during the execution of the contract, due to variation in quantities of individual line items in contract based on site conditions, then the final payment could be restricted to ensure that the overall total payment of the executed work does not exceed the overall amount that would have been payable to the then L1 as per the latter's quoted rates.

82 MODE OF PAYMENT:

Payment will be made to the contractor normally through NEFT mode.

82A Bill discounting through TreDs

The eligible MSME bidders can avail discounting Facility as follows:

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

83 COMPLETION CERTIFICATE:

83.1 Application for Completion Certificate:

When the contractor fulfills his obligation under clause 74.4, he shall be eligible to apply for completion certificate. The contractor may apply for separate completion certificate respect of each such portion of the work by submitting the completion documents along with such application for completion certificate.

The Engineer-in-Charge shall normally issue to the contractor the completion certificate within one month after receiving an application therefore from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents.

The contractor, after obtaining the completion certificate is eligible to present the final bill for the work executed by him under the terms of contract.

83.2 Completion Certificate:

The contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding surplus materials and rubbish is cleared off the site completely or until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. The work will not be considered complete and taken over by the Owner, until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned of all debris etc., as described in clause in 83.3 below and to the satisfaction of the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

83.3 Clearing the site:

Cart away all debris generated from the work and dispose it off without giving rise to any complaints from local, municipal or government authorities. Metal scraps or any other scrap including wooden packing materials shall be disposed as instructed by the Engineer-in-Charge or as follows:

- a) All unused scrap steel bar/ structural steel sections/pipe materials etc., (Free issue by owner) shall be the property of the owner and the same shall be returned by the contractor category-wise at their own cost to Owner's store. The weighment slip issued by the Warehouse (in original) is required to be attached along with the final bill/ material reconciliation statement. In case, the material is supplied by the contractor, as per their scope of work, the scrap material generated out of the same should be taken out at their own cost before the settlement of the final bill.

- b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.
- 83.4 The financial implication of above, if any, should be taken care of in the quoted rates; and no separate claim shall be entertained on this account. The final bill of the contractor shall be linked with the area cleaning in all respects, including removal of shuttering material, disposal of debris/scrap etc. to the entire satisfaction of Engineer-in- Charge.

84 FINAL DECISION AND FINAL CERTIFICATE:

Upon Expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein before provided in clause 74 and that the contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) give a certificate herein referred to as the final certificate to that effect. The contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the owner.

85 CERTIFICATE FOR PAYMENTS AND EVIDENCE OF COMPLETION:

Except the final certificate, no other certificate or payments against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract or any part thereof or occupancy or validity of any claim by the contractor.

SECTION VII

TAXES/DUTIES/INSURANCE

86. TAXES AND DUTIES:

The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now in force or hereafter Imposed, increased or modified, from time to time in respect of work and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the contractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer - employee relationship and the contractor further agrees to comply and secure the compliance by all sub-contractors, with all applicable Central, State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be Imposed by the Central, State or Local Authority by reason of any violation by contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

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

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

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

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

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

87 INSURANCE:

Contractor shall at his own expenses carry and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:

- i) Employees State Insurance Act:

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered

by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Act in respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may necessary, from the total contract value until contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

ii) Workman's Compensation and Employee's Liability Insurance:

Insurance shall be effected for all the Contractor's employees engaged in the performs of this contract, if any of the work is sublet, the contractor shall require the sub-contractor to provide workman's compensation and employer's liability Insurance for the latter's employees if such employees are not covered under the contractors insurance.

iii) Any other Insurance Required Under Law or Regulations or by Owner:

Owner shall cover Project Material and Equipments under and over all Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and main any other insurance which may be required by the Owner.

iv) Automobile Liability Insurance:

Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehiclesplying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or loss result from unauthorised use of the vehicle.

88. DAMAGE TO PROPERTY:

- i) Contractor shall be responsible for making good, to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within the premise all the work of the Owner, if such loss or damage is due to fault and/or the negligence willful acts or omission of contractor, his employees, agents, representative or \ sub-contractor.
- ii) The contractor shall indemnify and keep the Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims results from the fault and/or negligence or willful acts or omission of contractor, his employees, agents, representatives or sub-contractors.

SECTION VIII
LABOUR LAWS AND OTHER REGULATIONS

89 LABOUR LAWS:

- i) No labour below the age of eighteen years shall be employed on the work.
- ii) The contractor shall not pay less than what is provided under the Minimum Wages Act for the applicable trade or category of workman to the worker engaged by him on the work and also ensure that any sub-contractors engaged by him also pay not below the applicable minimum wages under the Act and hold the company, indemnified in respect of any claims that may arise in respect or non-compliance with this requirements.
- iii) The contractor shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act Appropriate to the number of workmen to be employed by him or through sub-contractor and get him self registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The company recognises only the contractor and not his sub-contractors under the provisions of the Act. The contractor will have to submit daily a list of his employees, who will be entering the Company's premises for the work awarded. He will also keep his wage register available at all times as close to the work site as possible and produce the same for inspection whenever required by designated Company officials. If the company so desires, a deposit may be taken from the Contractor to be refunded only after the Company is satisfied that all the workmen employed by the contractor have been fully paid for the period of work in Company's premises at least at rates equal to or better than wages provided for under the Minimum Wages Act.
- iv) The Contractor will comply with the provisions of the employee's Provident Fund Act and the Family Pension Fund Act as may be applicable and as amended from time to time. Contractor shall obtain their own provident fund account number. Offer of the contractor who does not have provident fund account will be liable for rejection.
- v) The Contractor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

90 IMPLEMENTATION OF APPRENTICES ACT 1961:

The Contractor shall comply with provisions of the Apprentices Act 1961 and the Rules/orders issued thereunder from time to time. If he fails to do so, his failure will be breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act.

91 CONTRACTOR TO INDEMNIFY THE OWNER:

- i) The contractor shall indemnify the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 86 and all actions/proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.

- ii) Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid the Contractor and the contractor shall not be at liberty to dispute or question the rig of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the country.

In every case to which by virtue of the provisions of Section 12, sub-section (I) of workmen's compensation Act 1923 or other applicable provisions of workmen's Compensation Act any other Act, the Owner is obliged to pay compensation to a workmen employed by contractor in execution of the works, the Owner will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Owner under Section 12 sub-section (2) of the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under the contract or otherwise. The Owner shall not be bound to contest any clime made under Section

12, sub-section (I) of the said Act except on the written request of contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable on consequence of contesting such claims.

iii) Employment Liability:

- a) The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the contractor shall be on his/ their payroll and paid by him/ them. All disputes or differences between the contractor and his/ their employees shall be settled by him/ them. Owner has absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify owner against all loss or damage or liability arising out of or in the course of his/ their employees. The contractor shall make regular and full payment of wages without giving any complaint by any employee of the contractor or his sub-contractor regarding non-payment of wages/ salaries or other dues. Owner reserves the right to make such payments directly, to such employee or sub-contractor of the contractor and recover the amount in full from the bills of Contractor, and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area with regard to payment of wages of his employees and also of employees of his sub-contractor.
- b) The Contractor shall advise in writing to all of his employees and the employees of his sub-contractor as follows:
It is fully understood that your appointment and/ or deployment is only in connection with the owner and it does not give you any right of claim for employment by owner.

92 (a) HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

In respect of all labour directly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

(b) MEDICAL FITNESS CERTIFICATION :

Contractor shall follow guidelines for medical fitness certification of workers employed for working at height more than 30 metres using temporary structures.

93 SAFETY REGULATIONS:

- i) In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all safety provisions as per safety codes of C.P.W.D. Indian Standard Institution, the Electricity Act, The Mines Act and any such other acts as applicable.
- ii) The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Fire / Safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or loss / or damage due to Fire to any property or a portion thereof, occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

94 ARBITRATION:

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

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

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

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

95 JURISDICTION:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.

96 ORDER OF PRECEDENCE FOR WORKS / SERVICES CONTRACTS:

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

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

97 LIMITATION OF LIABILITY

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

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works. Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

98 POLICE VERIFICATION OF CONTRACT STAFF AND TRANSPORT CREW AT LOCATION:

The Contract staff should submit the following documents for enabling them to enter the location:

- i) Police verification certificate issued by the police (PVC)
- ii) Photocopy of Aadhaar Card (Original to be cross checked)
- iii) Assurance certificate from the Vendor / Contractor /transporter

99 NUISANCE:

The contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to Corporation, tenants or occupiers of other properties near the site and to the general public.

100 BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

- i) Bidders to note that under Building and other Construction Workers Welfare Act (Re&CS) Act 1996, Cess is applicable to contracts executed outside Factory Area (e.g. construction of new industrial installation, office & residential buildings etc.) as per the provisions applicable under 'The Building and Other Construction Workers Welfare Cess Act 1996'.
- ii) The contractor must be registered with the concerned authorities under the Building and other Construction Workers" (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.

- iii) The contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.
- iv) Cess, as per the prevailing rate (presently 1%), shall be deducted at source from bills of the contractors by the Engineer-in-Charge and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State.
- v) The contractor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

SECTION - IX

MEMORANDUM OF AGREEMENT

An agreement made this _____ day _____ of _____ 20 between BHARAT PETROLEUM CORPORATION LIMITED a Company Incorporated in India and having its registered office at Ballard Estate, Mumbai, (herein after referred to as 'the Company' which expression shall include its heirs, legal representatives, successors and permitted assignees) of the one part, and

(herein after referred to as "The Contractor" which expression shall include its heirs, legal representatives, successors and permitted assignees) of the other part, whereby it is agreed:-

1. The Contractor shall carry out and complete the work as mentioned in the Purchase order/Contract No. dated _____, (hereinafter referred to as "the work") for the Company at its specified site to its complete satisfaction in accordance with the specifications, schedule of rates and plans attached as per Purchase order/Contract and with the instructions given from time to time, by the Company's authorized engineer under whose supervision the work shall be-executed. The parties hereto agree that this agreement shall be effective from the date of the aforesaid Purchase Order/Contract.
2. Inspection of site: The Contractor has been given an opportunity before or at the time of the entrusting of the work to him of making an inspection of the site to set at rest any doubt he may have had about the difficulties attending his offer, and any difficulties which may be met with by him in the course of the execution of the work shall neither relieve him from fulfilling the terms of this Agreement, nor entitled him to claim extra payment or an extension of the period stipulated for the completion of the work, except where it will be agreed by the Company's authorized Engineer that such difficulties could not have been foreseen.
3. Supply of Labour and Materials: The Contractor shall furnish all labour, materials, equipment or tools necessary for the construction of the work, except such materials, equipment or tools as will be supplied by the Company and are detailed in Purchase order/Contract. The contractor will assume full responsibility for the protection and safety of the work during its construction. The details and dimensions shown on the said plans referred to in the Purchase order/Contract shall be strictly adhered to by the contractor and no alterations shall be made therein unless previous sanction thereto has been given in writing by the Company.
 - (a) The Contractor shall prepare detailed and shop drawings and any other data required.
 - (b) All materials supplied by the Contractor shall be of the best quality. The Contractor shall at his own cost arrange for and/or carry out any test of materials, which the Company's authorized Engineer may require.
 - (c) The Contractor shall at the request of the Company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the Company's authorized Engineer, is unsuitable or incompetent or who, has been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the Company, in writing.
4. E. & O. E. No advantage is to be taken either by the Company or the Contractor of any clerical error or mistake, which may occur in the specification, schedule of rates, plans, tender or any other papers supplied to or by the contractor in connection with the work.
5. Damage on account of Incomplete work: The Contractor shall commence the work and shall complete the work as mentioned in Purchase order/Contract failing which the Contractor shall pay or allow to the Company to recover as liquidated damages, at the rate of minimum 0.5% per week of delay or part thereof up to a maximum of 5% of the total contract value, if Liquidated damages clause is made applicable in the contract. Such damages may be deducted by the Company from any amount due to the contractor; otherwise they shall be recoverable by lawful means.
6. a) Determination of the Agreement: The company shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the company, the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever. On such determination / termination, the cost of approved materials,

brought by the contractor and lying at the site, at current market rates as verified and approved by company's engineer and of the value of the work done to date by the contractor shall be paid for in full at the rate specified in the contract. A notice in writing from the company to the contractor of such determination and termination and reasons therefore shall be the conclusive proof of the fact that the contract has been so determined and terminated by the company.

Should the contract be determined as above and the contractor claims payment to compensate expenditure incurred by him in the expectation of completing the work, the company shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to satisfaction of the engineer-in-charge. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the contractor.

The contractor shall not be entitled to get any possible loss of profit that he could have earned had the contract been not determined / terminated under the above clauses of this article.

b) Termination/Offloading: The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company shall have the liberty and right to entrust/engage/award the work so terminated off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

7. Defective Work / Materials: If the work done by the Contractor or any part thereof shall be found defective in workmanship or by reason of bad or inferior materials used, then in such case he shall at his own risk and cost without delay, demolish all such defective work and rebuild or replace the same in a satisfactory manner. The Company may, if necessary, at the cost and risk of the Contractor, temporarily stop all other activities by the Contractor in connection with the work until such time as the defective work has been rebuilt or replaced at the Contractor's cost. In case of default on the part of the contractor to remove defective work and rebuild or replace the same without delay and in a manner satisfactory to the Company, the Company shall be entitled to employ another Contractor or its own workman to carry out the removal and rebuilding or replacing at the risk and cost of the contractor.
8. Substitution of Contractor : If the Company finds it necessary to employ a person or persons for the purposes provided in clauses 6 (b) and 7 above, then the Company may deduct and retain from out of the sums due to the contractor all such amounts as they may require to pay or to reimburse themselves there from in respect of the costs and expenses which they have incurred in completing the work and or in removing defective work and rebuilding or replacing the same in a manner satisfactory to the Company and if such amounts be more than the sums due or thereafter becoming due to the Contractor, than the balance, shall be a debt recoverable from the Contractor by the Company. The Contractor shall not in any manner do or cause to be done any act, matter or things whatsoever to prevent the person or persons so employed by the Company from removing defective work and re-building or replacing the same in a manner satisfactory to the Company and/or from, completing the work in the manner aforesaid.
9. Removal of Material: On the Determination of the Agreement as referred to in Clause 6, the Contractor shall at his own risk and cost remove from site within Seven days all his materials, equipment and tools. It is agreed that in case of such determination the company shall be entitled to purchase from the Contractor such materials as will be approved by the Authorized Engineer of the Company at the prices then current. If the Contractor does not remove the other materials, equipment and tools which he has been asked to remove within the time prescribed as aforesaid, the Company may remove and sell the same holding the proceeds less the cost of storage, removal and sale to the credit of the Contractor. Should Company incur any loss in respect of the sale, it shall be entitled to recover same from the Contractor.
10. Inspection of work: Inspection will be made periodically during the progress of the work by the authorized Engineer of the Company and all work performed must be of acceptable quality of which the said Engineer-in-Charge will be the sole judge.
11. Supervision: The Contractor shall during the whole time the work is in progress, employ one or more competent and technical English speaking Supervisors acceptable to the Company's authorized Engineer, one of whom at least shall be in constant attendance at the site while persons are at work there. Any directions, explanations, instructions, or notices in connection with the work given by the Company's authorized Engineer to these Supervisors shall be deemed to have been given to the Contractor.

12. **Payment:** The Company, in consideration of the contractor carrying out and completing the said work at the Company's said site, to the satisfaction of the Company, shall pay the contractor as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement. During the progress of the work and provided the work is progressing according to the time-table laid down to the contractor, the contractor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Contractor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR
- 100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPCL Engineer-in-charge. In lieu of 10% Retention money towards Security deposit, contractor shall submit bank guarantee / Insurance Surety Bond of equivalent amount of retention money (10% of contract value) before submission of 1st Running Account (RA) bill valid for defects liability period specified. Further, the Bank Guarantee / Insurance Surety Bond shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee / Insurance Surety Bond.
13. **Defects after Completion:** Any defects which may appear within the defect liability period specified shall, upon the directions in writing of the Company and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Company shall decide that the Contractor will be paid for such amending and making good, and in case of default on the Contractor's part, the Company may amend and make good or have amended and made good such defects and all damages, losses and expenses consequent thereon, incidental to those shall be borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the Company or may be deducted by the Company from any moneys due to or thereafter becoming due to the Contractor. Alternatively, the Company may, in lieu of such amending and making good by the Contractor elect to deduct from any moneys due or thereafter becoming due to the Contractor a sum to be determined by the Company sufficient to cover the cost of amending and making good such defects, and in the event of the amount withheld in accordance with Clause 12 being insufficient, recover the balance from the Contractor together with any expenses the Company may have incurred in connection with such recovery. Should any defective work have been done or bad inferior materials supplied by any Sub-Contractor employed on the work, has been approved by the Company as provided in Clause 15, the Contractor shall be liable to amend and make good in the same manner as if such work or materials had been done or supplied by the Contractor. The Contractor shall remain liable under this Clause notwithstanding the signing by the Company's authorized Engineer of any certificate or the passing of any account.
14. **Alterations:** The Company reserves the right at any time to alter any quantities of any item indicated in the Purchase order/Contract, in which case the total amount payable to the Contractor shall be less or higher, proportionate with the reduction or increase in quantity of such item, allowance for which will be made at the Contractor's agreed rates.
15. **Subletting Agreement:** The Contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.
16. **Cancellation:** The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Contractor and in such case the Contractor shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.
17. **Workmen's Compensation Liability:** The Contractor shall hold the Company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall be put thereunder, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor or Sub-Contractors, (if any), arising out of, or occasioned during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Contractor, Sub-Contractor and/or Company and/or their respective servants and employees and also in respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the Company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the Contractor, Sub-Contractor and or their servants and employees in carrying out any of the provisions of this Agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company shall be entitled in law. The Contractor shall at his own expense effect and

maintain, until the completion of the work, with an approved office a Policy of Insurance in the joint names of the Company and the Contractor, against such risks and deposit such Policy or policies with the Company from time to time during the currency of this Agreement. The Contractor shall be responsible for anything not included in the Insurance Policies above referred to and also for all other damage to person or property arising out of or incidental to the negligent or defective carrying out of this agreement and shall keep the Company harmless and indemnified. He shall also indemnify the Company in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom. The Company shall be entitled to deduct the amount of any damages compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sum or sums due or thereafter becoming due to the Contractor.

18. Safety Regulation: The Contractor shall ensure that he/his Sub-Contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof, shall keep the Company harmless and indemnified.

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

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

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

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

20. Jurisdiction:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.

21. Minimum Wages:

The Contractor, his executors and administrators (and in the case of a Limited Company, its successors and assigns) shall hold the Company harmless and indemnified from and against all claims, costs and charges, for which the Company shall be liable under the Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and any amendments or modifications thereof, and all expenses it shall be put thereunder through the acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

22. Employees State Insurance: This Contractor hereby admits that he is fully aware of his responsibilities under the Employees State Insurance Act, 1948, as an immediate employer of the employees engaged by him for the execution of this contract which he agrees to discharge. The Contractor acknowledge the statutory right of the company (as a Principle Employer) to recover the amount of the contributions, paid by it in the first instance in

respect of the employees employed by or through him (the Contractor), as well as the employee’s contribution, if any, either by deduction from any amount payable to him by the Company under any contract or as debt payable by him to the Company.

In witness where of the said contracting parties have set their hands.

Witness _____
For Bharat Petroleum Corporation Ltd.

For Bharat Petroleum Corporation Ltd.

Witness _____
Contractor’s witness - Signature
Name & Address:-

Contractor’s Signature
Name & Address:-

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/s. _____ have taken tender for the work _____ CRFQ No/PO
No _____

_____ for Bharat Petroleum Corporation Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs. _____ (Rupees _____) as earnest money/security deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Ltd. in case of default.

The said _____ have approached us and at their request and in consideration of the premises we _____ having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake and agree with you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd. We shall on demand pay to you in such matter as to you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rupees _____. Our guarantees shall remain in force until _____ unless a suit or action to enforce a claim under _____ Guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully

_____ Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.

Proforma of Insurance Surety Bond towards Bid Security (EMD) / Performance Security

[To be stamped in accordance with Stamp Act of India]

Insurance Surety Bond No.

Date

To

[Bharat Petroleum Corporation Limited]

Dear Sirs,

In accordance with Invitation for Bids under your Tender No. & date....., M/s.....[Bidder's Name]..... having its Registered / Head Office at (hereinafter called the 'Bidder') wish to participate / have been awarded [as the case may be] in the said tender for [Procurement description / Tender Title].

As an irrevocable Insurance Surety Bond against Bid Security (EMD) / Performance Security [as the case may be] for an amount of [EMD / Performance Security amount] and remain in full force for a period of (days) i.e. up to [Validity Date] from the Bid Due Date and with an additional claim period of(days) i.e. up to [Claim Period Validity Date] required to be submitted by the Bidder as a condition precedent for participation in the said bid / award of contract [as the case may be] which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents / Contract / LoA.

We, the [Name of the Insurer] registered under IRDAI having our Head Office at[Address of the Insurer] guarantee and undertake to pay immediately on demand by Bharat Petroleum Corporation Limited (hereinafter called the 'Beneficiary') the amount of [EMD / Performance Security amount] without any reservation, protest, demand and recourse. Any such demand made by the Beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and / or any right / remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to [Claim date]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s [Bidder's Name] on whose behalf this Insurance Surety Bond is issued.

The Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Insurer.

The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Insurer or any absorption, merger or amalgamation of the Bidder or the Insurer with any other person.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Contact Details & Address of Surety Insurer for verification:

Name (Official):

Branch Address:.....

Telephone No.:.....

Mobile No:.....

E-mail:.....

TAX RESIDENCY CERTIFICATE

TRC obtained by the Non-resident from Government of foreign country shall contain the following particulars:

- a. Name of the assessee
- ii. Status (individual, company, firm, etc.) of the assessee
- iii. Nationality (in case of individual)
- iv. Country or specified territory of incorporation or registration (in case of others)
- v. Assessee's tax identification number in the country or specified territory of residence or in case of 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
- vi. Residential status for the purpose of Tax
- vii. Period for which the certificate is applicable
- viii. Address of the applicant for the period for which the certificate is applicable

FORM NO. 10 F**[See sub-rule (1) of rule 21AB of the Income-tax Act, 1961]****Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961**

1. I _____ *son/daughter of Shri _____ in the capacity of _____ (designation) do provide the following information, relevant to the previous year _____, *in my case/in the case of _____ for the purposes of sub-section (5) of *section 90/section 90A:-

Sl. No.	Nature of information	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:
(ii)	Permanent Account Number (PAN) of the assessee if allotted :	:
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is 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 of which the assessee claims to be a resident	:
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of _____ (name of country or specified territory outside India).

Signature: _____

Name: _____

Address: _____

Permanent Account Number : _____

Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the _____ day of _____

Signature of the person providing the information

Place: _____

Notes:

1. * Delete whichever is not applicable.

2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A."

BHARAT PETROLEUM CORPORATION LTD

ACKNOWLEDGEMENT

We, M/s. _____ having office at _____ received the copy of GENERAL CONDITIONS OF CONTRACT and confirm our acceptance to all the terms and conditions as mentioned herein in this General Conditions of Contract and we are hereby returning this copy of Acknowledgement duly signed.

For & on behalf of M/s. _____

Signature :

Name : _____

Designation : _____

(Seal / Stamp)

Place :

Date :