

Open tenders for availing bottling assistance of 12 TMTA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

NOTICE INVITING E-TENDER

Digitally signed and sealed (encrypted) E-Tenders are invited in Two-bid System (a) Part-I, Technical Bid with Commercial Terms without Price-Bid and (b) Part-II, Price-Bid; for availing bottling assistance of 12 TMTA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP as detailed below:

S. No.	Particulars	Details
2	NAME OF WORK	OPEN E-TENDER FOR AVAILING BOTTLING ASSISTANCE FROM PRIVATE BOTTLERS (IN OR AROUND KANPUR, UP)
3	ADVERTISED LOCATION	In or around Kanpur, UP
4	EARNEST MONEY DEPOSIT	₹2,50,000 (Two Lakhs fifty thousand)
5	Tender Timelines: 21 days from publication	
	a) Tender published and download starts on	Refer GEM bid document
	b) Last Date for Online Tender Submission	Refer GEM bid document
	c) Place for Pre-Bid Meeting	Bharat Petroleum Corporation Ltd Lucknow LPG Territory, Village. Gudamba, Kursi Road, Lucknow LPG Bottling Plant PIN-226026
	d) Date & Time of Pre bid meeting	Refer GEM bid document
	c) Date for opening of Tenders (Technical Bid Only)	Refer GEM bid document
9	CONTRACT PERIOD (From date of commencement of operation)	1 years
10	SECURITY DEPOSIT	As Applicable.
11	VALIDITY OF RATES	06 (six) MONTHS from last date of submission of tender.
12	Contact Details of Tender Inviting Authority	Bharat Petroleum Corporation Ltd Lucknow LPG Territory, Village. Gudamba, Kursi Road, Lucknow LPG Bottling Plant PIN-226026 Mr. M Mohana Rao, Plant Manager, Lucknow LPG Plant mmohanarao@bharatpetroleum.in Contact no: 7702255499)

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DEFINITIONS -

- **“Industry”** in the appropriate context means all the PSU Oil Marketing Companies (OMCs) together.
- **“OMC”** in the appropriate context means PSU Oil Marketing Companies viz. M/s. Indian Oil Corporation Ltd. (IOCL), M/s. Bharat Petroleum Corporation Ltd. (BPCL) and M/s. Hindustan Petroleum Corporation Ltd (HPCL)
- **BPCL, Corporation, Company** - In the appropriate context, it means Bharat Petroleum Corporation Limited, a Company registered under Companies Act 1956 and includes its successors and assignees.
- **“PESO”** in the appropriate context means Petroleum and Explosives Safety Organization.
- **“Private Bottler”** in the appropriate context means the party having an existing LPG Bottling facility or Willing to construct a Bottling facility for providing such services to OMC as required under the tender.
- **Business** - As defined under Income Tax Act 1961, Section 2 (13)
- **LPG Business** - Refining, Manufacturing, Importing, Packaging, Handling, Transporting, Distributing and Marketing of LPG (incl. Propane & Butane) product in any segment (Domestic / Non Domestic / Auto-LPG) and any form (Bulk or Packed) shall be considered as LPG business. Suppliers of LPG Equipment, Spares, and manufacturers of goods for use in Refinery, Import locations, Bottling plants and marketing network / process shall not be considered under this category.
- **Petroleum Business** - Refining, Manufacturing, Importing, Packaging, Handling, Transporting, Distributing and Marketing of Crude or any other Petroleum product (derived from Crude or synthesized from other resources) shall be considered as petroleum business. Suppliers of Equipment, Spares, and manufacturers of goods for use in any production or process or marketing network shall not be considered under this category.
- **“OISD”** in the appropriate context means Oil Industry Safety Directorate.
- **“TMTPA”** in the appropriate context is a measure of Bottling capacity and means “Thousand Metric Ton Per Annum”
- **OISD 169** (latest) means the Latest edition of OISD 169 which gives the guidelines for Small LPG Bottling Plants (Design and Fire Protection Facilities) upto a capacity of 30 TMTPA
- **“MAH”** - Major Accident Hazard
- **“UT”** in the appropriate context means Union Territory.
- **“PSU” / “PSU Oil Company”** in the appropriate context means Public Sector Undertaking Oil Marketing Companies viz. IOC, BPCL and HPC .
- **“PSE”** in the appropriate context means Central Public Sector Enterprise.
- **“W&M”** means Weights and Measures
- **“LOI”** in the appropriate context means Letter of Intent

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- “PO” in the appropriate context means Purchase Order.
- “LD” in the appropriate context means Liquidated Damages.
- “SD” in the appropriate context means Security Deposit in the form of Demand Draft, Bank Guarantee from Nationalized/Scheduled bank (Other than Co-operative Banks)
- “BG” in the appropriate context means Bank Guarantee from Nationalized/Scheduled bank (Other than Co-operative Banks)
- “EMD” in the appropriate context means Earnest Money Deposit.
- “NOC” in the appropriate context means No objection certificate issued to Dealers / Distributors by parent Oil Marketing companies.
- “Ready Build Bottling Plant” - An existing LPG Bottling plant having valid PESO license as on last date for submission of tender. Bidders applied in Ready Build Bottling Plant category but not submitted valid PESO license as on last date for submission of tender shall be treated as disqualified.

OBJECTIVE OF THE TENDER -

This e-tender is called for finalization of Contract for obtaining LPG Bottling Assistance from Private Parties who are capable of undertaking job of refilling LPG cylinders as per the relevant standards under various statutory norms and applicable guidelines.

The BPCL shall provide Bulk product, LPG cylinders and consumables and the party will be required to provide filled LPG cylinders fit to be sent to the customers meeting all norms under BPCL policies, W&M norms and various guidelines under Commodities & Packaging Act. The party shall be required to create adequate and safe facilities for the operation of LPG Filling and undertake all such efforts that may be required to maintain 100 % Quality and Safety in all the activities of Bulk receipt, Storage, transfer of the product into LPG cylinders, Loading, Unloading operations and all related activities.

The tender is designed to finalize financially sound party which can carry out the job work for maintaining adequate plant infrastructure and is also competent to engage in the day-to-day activities required for handling of the LPG operations with caution and safety since LPG industry is classified under “MAH” category under Factories Act.

MODALITIES OF TENDER -

1. **BIDDING SYSTEM:** This e-tender is issued in Two Bid system i.e. Technical (Unpriced Bid) and Priced Bid for obtaining LPG Bottling Assistance at advertised location for BPCL. The bottling assistance is required primarily for 5.0 kg, 14.2 kg and 19.0 kg, 35KG, 47.5KG and 422KG cylinders, BPCL reserves the right to seek bottling assistance of for any other capacity of cylinders as and when required.
2. **MARKET ATTACHMENT:** BPCL reserves the right to finalize the markets to be attached to the advertised location as per the supply-demand requirement from time to time.
3. **CONTRACT PERIOD:** Bottling Assistance required is approximately 12 TMTA for a period of 1 (one) years from the date of Agreement with provision for extension of contract for another 1

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(one) year at same rate, terms and conditions and at the sole discretion of BPCL subject to satisfactory performance of the contracted party as assessed from time to time.

4. **PLANT CAPACITY:** The bidders should offer the capacity offered for BPCL in the technical bid of the document. The contract offered to each bidder will be limited to offered quantity in the technical bid. The bidders should mention the installed capacity and details of own bottling/ already contracted quantity (along with contract periods) to other OMCs/PMCs and the remaining quantity can only be offered to BPCL.

5. **ASSURED VOLUME OF BOTTLING (MGQ):** There is no assured volume during the contract period. BPCL reserves the right to uplift the quantity as it deems necessary.

6. **ADVERTISED LOCATION:** The “advertised location” shall mean in or around Kanpur which means districts which are neighbouring to Kanpur and share border. Bidder shall offer Ready build plant located in or around Kanpur. This definition shall apply everywhere in the tender with reference to Advertised Location. **Only those parties which are having such ready build facilities located in the advertised location shall participate in the tender.** Any correspondence / enquiry for providing Bottling facilities beyond the advertised location shall not be entertained.

7. **BID QUALIFICATION CRITERIA (BQC):** The tender is invited from those parties who can demonstrate the capability to create LPG infrastructure and sustain the same for a long term. The e-tender is invited from only those bidders who are qualifying in the BQC. All the bidders need to fulfil the set criteria applicable for the advertised location as mentioned in the tender document. Any party not meeting the same shall be rejected.

8. **PRICE BID:** Price bid of only those bidders meeting the BQC will be opened. During the evaluation of the technical bid, BPCL reserves the right to ask for clarifications if deemed necessary to any bidders. If the clarification such submitted is not found satisfactory or bidder fails to submit clarification, BPCL reserves the right to reject the bid without any further notices.

9. **AWARD OF CONTRACT:** Price bid evaluation will be based on lowest quote basis.

Parties / Bidders should submit only those documents for credentials which can clearly demonstrate the credentials of the party. The onus of submitting all such documents required for credentials/ prequalification shall lie on the party and BPCL shall not correspond directly with any firm, installation, any office for getting the required documents. All such documents shall be uploaded on portal before the due date and time of closing of the tender.

Any additional documents solicited by BPCL shall be informed to the party through the Tendering portal for which timely submission need to be ensured by the party. Any delay in submission may lead to disqualification without giving any further time extension. Any decision on extending the timelines for submission of tender / documents shall be at the sole discretion of BPCL.

SPECIAL TERMS AND CONDITIONS

1. The Plant operations will be in line with the BPCL/OMC Operational Manuals/ guidelines and as per terms and conditions of Agreement. In case of any repeated violations and unsafe practices being followed by the Party, BPCL will have the right to impose damages / terminate the contract as per the provisions of agreement.

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2. Party shall take prior permission before offering the remaining quantity to any other OMCs/PMCs once the contract with BPCL is in place.
3. The successful tenderer shall abide by all security / safety rules regulations etc. in force at location and laws, bye-laws and statutes of Government, semi-Government and other local authorities such as requirements / liabilities under enactments like the Workmen's Compensation Act, Contract Labour Act and any other laws applicable from time to time and the party agrees to indemnify BPCL from all claims in case of any loss/damage to property, safety issues, statutory non compliances arising out of fault and /or willful acts of omission of party their employees, agents, representatives etc.
4. In case of power failure, provision of adequate No. of DG Sets shall be made available at the Plant for full load operation, lighting and critical equipment running by the successful tender at their cost.
5. If the necessity arises, the operator shall operate on Sundays also at the same rates. No additional payment shall be made.
6. The Plant shall have adequate road connectivity for Bulk as well as packed trucks which shall be plying to / from the plant. The plant should be freely accessible through all-weather motorable approach road for smooth movement of heavy vehicles/ LPG bulk tankers (18/21 MT payload capacity). The ready built plant should have motorable road inside the plant for smooth movement of heavy vehicles/ LPG Bulk Tankers (18/21 MT payload capacity).
7. Supply of BULK LPG including transportation from BPCL bulk supply location up to Private bottler's plant will be arranged by BPCL at their own cost.
8. Packed Transportation from Private Bottler's Plant to the distributor's Godown will be handled by BPCL through their transporters. Unloading/loading of Empty as well as Filled cylinders from and into the trucks at the Bottling Plant will be done by the transporters attached to BPCL and the cost shall be borne by transporters.
9. Supply of Consumables (as per the limits mentioned in Annexure VIII) shall be made by the BPCL as Free issue.
10. Provision of installation of proprietary software for Product accounting, Equipment accounting and Invoicing shall be in the scope of BPCL.
11. The bidder shall have to undertake all activities towards operation & safety, Security, Training, Administration, Licenses, testing, maintenance of records, ensuring Quality norms, Standard operating practices and all other such activities which shall be required for obtaining the objective of the business. The operation of software / ERP module / shall be in the scope of the party. Similarly, Provision of adequate Bulk storage beyond minimum stipulated quantity, parking space and decantation of Bulk LPG from the Tank Truck in the plant shall be in scope of the bidder. Responsibility of the safety of tankers in the parking, inside plant and during decantation process, provision of adequate mechanical arrangement for unloading and loading of the cylinders at the Private Bottler's Plant through conveyors system, Telescopic conveyor boom etc. shall be in the scope of the bidder. Responsibility of the safety of packed cylinders trucks in the parking, inside plant and during cylinder loading/unloading process shall also be in the scope of the bidder.
12. The list as mentioned above is only indicative and not exhaustive. The bidders should have a complete understanding about the various heads for the expenditure to be incurred by them before quoting in the tender. It may be noted that all costs including expenses towards licenses / statutory clearances / registration with Govt. authorities etc. are in the scope of the bidder and the same must be borne by the bidder
13. **The Price Quoted by the party shall be towards the Bottling Charges payable to the party (excluding GST) on per Metric Ton (MT) basis. BPCL shall pay no other charges over any above the rates quoted in the price bid.**
14. The rate quoted should be valid for 6 months from the due date of tender. For successful tenderers, the negotiated/finalised rate by BPCL shall be applicable for entire period of the contract. There will be no escalation of rates during the contract period.

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15. Negotiations with the bidders will not be conducted as a matter of routine. However, Corporation reserves the right to conduct negotiations.
16. The rate quoted should be for entire quantity. The quantity-wise rate/slab rate quoted by any Party will not be accepted. Hence, tenderers are advised to quote only one rate for entire offered quantity. The quantity can be increased or decreased any month depending upon the requirement of BPCL.
17. Prior to start of the bottling operation, training to all the staff of will have to be given by the party at their own cost. Training of the manpower engaged in LPG handling shall be carried out through a competent and reputed agency (approved by BPCs/ PESO /PNGRB/ Retired Officers of OMCs). The competent persons defined under SMPV Rules (U) may be utilized by the parties for providing training to all the workmen / officers working in the installation. The training program shall be as designed as per OISD - 154 and the certification shall be done by the organization /faculty imparting training.
18. It is expected that all the staff employed have the minimum capabilities to read and write in the English/local language. Certain areas where skilled manpower and knowledge of working on computer is required, the staff should be fully conversant with English writing/reading capabilities and should have operating knowledge of Computers as well. Basis satisfactory performance, the certificate of participation will be issued by external faculty and records of the same shall be submitted to the corporation. Only those workmen and staff, to whom the certificate of successful participation is issued, shall be allowed to work in the Plant.
19. The party shall also ensure that at least 01 Engineer (Mechanical / Electrical) is posted for supervision of the Bottling operations having at least 3 year experience of handling LPG operations in any LPG Bottling plant in India / abroad. The party shall be required to nominate only such competent personnel as Manager (Location In-charge). The manpower engaged in the operation of Tank Truck Unloading, Filling of cylinders, evacuation of defectives, LPG Pump house operation and maintenance shall be ITI pass permanent employees.
20. The bidder after certification of facilities shall arrange to frame the HAZOP as well as ERDMP and obtain vetting through approved party at its own cost. The same shall be submitted to the BPCL as well as factories Department and District Authorities.
21. The Party will arrange to develop a Standard Operating Practice/Manual/Guidelines on Safety and Plant operations on its own cost. The SOP/Manual/Guidelines has to be approved by BPCL before commencement of operations.
22. The Plant operations will be in line with the stipulated guidelines. In case of any violations/repeated violations and unsafe practices being followed, BPCL will have the right to terminate the contract and forfeit the Security Deposit.
23. Periodic inspections shall be carried out by BPCL officials as per their own policy. Any deviations shall have to be complied within the target date. In case of Non-compliance, the penal actions shall be initiated.
24. During the period of contract, Corporation also reserves the right to attach/detach any distributor / markets /Bulk and Packed truck fleet with the private bottler. The private bottler shall not be entitled to request any fixed markets / distributors / packed truck fleet / bulk TT fleet.
25. Party has to indemnify BPCL from any claims coming from the OMCs / Any other parties with whom they were dealing with prior to entering the contract with BPCL.

26. PRE BID MEETING:

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Tenderers are advised to seek any clarification regarding technical requirements in the tender as well as tender evaluation criteria or any other doubts/queries before / during the Pre bid meeting to be held on date and time mentioned in the notice of tender at the below mentioned address before submission of their tender. All bidders are requested to raise any queries relating to this tender by submitting the same in writing either before the pre bid meeting or during the pre-bid meeting clearly stating the name and address of the company they represent. Queries raised before pre-bid meeting should be e-mailed to the mail ID provided in the tender documents. Any query received after pre-bid meeting shall not be accepted. This shall also not be accepted as a reason for delay in submission of tender.

All clarification should be obtained from the BPCL officials in this matter before or during the Pre Bid meeting. The queries may be sent at the e-mail IDs mentioned in the Notice for tender for clarifications during Pre Bid meeting –

The Meeting for Pre Bid meeting shall be as below at-

**Bharat Petroleum Corporation Ltd Lucknow LPG Territory, Village. Gudamba, Kursi Road, Lucknow
LPG Bottling Plant PIN-226026**

27. EARNEST MONEY DEPOSIT (EMD) :

- a. EMD payment is a prerequisite for participation in the tender which has to be submitted digitally. Only after successful EMD payment and subsequent validation, bidder shall go to next stage of tender process on the portal and hence bidder shall not wait up to last day for EMD payment.
- b. Non-submission of EMD payment / valid exemption certificate in the name of bidding entity on or before last date for submission of tender will result in disqualification of the tender.
- c. No other mode like Demand Draft, Cheque, Cash, Money Orders, Fixed deposit Receipts, Bank Guarantee etc., towards EMD shall be acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills / Security Deposits of other contracts etc., shall not be entertained.
- d. Exemption from EMD: Units registered with National Small Industries Corporation (NSIC)/ Micro and Small Enterprises having EM II certificate are exempted from payment of EMD, subject to:
 - i. The Unit being registered with NSIC for the item tendered.
 - ii. Registration certificate being valid as on due date of submission.
 - iii. Technical /Unpriced Bid is accompanied by a colored photocopy of valid NSIC Registration Certificate/Review certificate/ valid MSE i.e. Micro and Small Enterprises EM II certificate duly attested by a gazette officer / notarized.
 - iv. Certificate from CA on applicability of MSME act is attached as per annexure.
 - e. Photocopy of application for registration as NSIC/MSE or for renewal of NSIC/MSE shall not be acceptable. Such offers shall be treated as offers received without EMD and shall be rejected.

28. All bidders (except MSMEs with certificate from CA) shall submit an EMD of 2.5 lakhs in form of BG or RTGS to the account mentioned in special terms and conditions.

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29. Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence / enquiries on this issue by the tenderer shall be entertained.
30. Any terms and conditions attached/printed with the Tenderer's offer will not be binding on the Corporation.
31. The Corporation is not bound to accept the lowest offer and reserves the right to reject any and / or every tender without assigning any reason whatsoever and/or place order on one or more tenderers and/or carry out negotiations with any tenderer in the manner considered appropriate by the Corporation. Corporation also reserves right to reject any Un-workable offer and/or offers outside published price band.
32. Tenderers may have to attend the concerned office of the Corporation for negotiations/ clarifications, if required, at their own cost, in respect of their quotations without any commitment from the Corporation
33. Bids not in conformity with the prescribed terms and conditions or specifications shall be summarily rejected and no further correspondence / enquiries shall be entertained on the issue. No responsibility shall be taken by the Corporation for documents received late due any reason and no claims on this account shall be entertained.
34. The prices shall be firm for a period of 06 (six) MONTHS from last date of submission of tender.
35. Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of any dispute arising under this tender before, after or during the finalisation of the tender
36. Unsolicited / conditional discounts, if offered by any Party will not be considered and bids of such offers of Parties whether made at any Round are liable to be rejected. Tenders with counter or subjective conditions shall be rejected.
37. Inspection/Audit of the Bottling Operations and Quality Control checks on LPG cylinders shall be carried out by the Corporation officials/any authorized inspecting agency at any time, to monitor & assess compliance on Safety, Quality & Quantity Assurance. Corporation shall reserves the right to position their representatives at the offered plant/s to oversee the plant operations etc for which necessary administrative and other facilities shall be provided by the party. In case, the Corporation positions its Officer for overall supervision / monitoring, sufficient arrangement for providing a cabin, associated furniture, fixture, telephone, internet connectivity etc. shall have to be provided by the bidder.
38. The Corporation shall have the right to carry out the Operational and Safety audit of the Plant. Any deviation observed by BPCL will have to comply by the private bottler within specified time limit and confirmed in writing, else Corporation reserves the right to take appropriate action as deemed fit, including suspension of services & taking assistance from any other source including nearest BPCL/BPCL plant at extra transportation cost and debit this extra cost to the Private Bottler.

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39. The successful bidder shall do all the entry exist documentation of packed as well as bulk trucks in registers as per BPCL format and the same should be handed over to BPCL periodically.
40. The successful bidder is supposed to provide CCTV coverage for the main entry exist to plant as well as licenced area and provide BPCL with access through internet. **The backup storage for the CCTV should be at least 180 days.**
41. **The Contract shall not be assigned, transferred, subcontracted or sublet in any manner whatsoever. Any attempt to do so in any manner shall give the right to the Corporation to rescind the contract without restricting recourse to other remedies and claims that can be made by the Corporation.**
42. The scope of Corporation shall be limited only to providing Bulk LPG, empty cylinders for filling, Valves, Caps, Seals, O-rings, printed stationery for invoicing as per details provided with the Draft Agreement for Bottling Assistance.
43. The Bulk LPG Stored in the Storage tanks should be within the limits approved by PESO. Similarly the storage of filled LPG Cylinders should be as per the layout and within the quantity limits approved by PESO.
44. The facilities in the plant in operation and taken under contract for providing Bottling assistance shall be reviewed upon by BPCL in line with their own requirements and successful tenderer has to upgrade all the facilities as required by BPCL from time to time during the contract period.
45. BPCL is not bound to accept the lowest offer and reserves the right to reject any and / or every tender without assigning any reasons whatsoever and/or place order on one or more tenderers and /or carry out negotiations with any tenderer in a manner considered appropriate by the Corporation. Corporation also reserves right to reject any unworkable offer
46. All the costs incurred in replacement of defective cylinder returned from the market (Market Return) would be borne by the party. In case of any accident, any liability or penalty imposed by government / statutory bodies/authorities etc. has to be borne by the successful tenderer. The party shall be required to maintain a Public Liability Insurance of at least Rs. 2.0 Crore to cover the contingent liabilities which may arise during the period of contract.
47. Successful bidder/ contracted party should take all necessary approval required from PESO for bottling of Bharatgas cylinders at their plant.
48. Following are to be complied by the Party:
 - a) Ready equipment/facilities for bottling of the cylinders as per BPCL requirement as per details in annexure.
 - b) Facility for Internet connectivity / On-line connectivity to run ERP system of the Corporation should be available

49. RISK PURCHASE:

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- a. In case Party fails to supply the filled cylinders to BPCL /distributors as per the planning/schedule given by BPCL , letter of warning will be issued to the party. If 3 such letters are issued to the party, within 6 months, BPCL reserves the right to reduce the allocated quantity or take Bottling Assistance from other Party or from any nearest BPCL plant or other PSU plant that may be decided by the Corporation. In such an event the MGQ shall not be applicable and no compensation shall be payable to party.
- b. Any extra cost incurred by BPCL which is attributable to faulty working of the party during that period of time will be adjusted against the outstanding bills of the Party or against the Security Deposit which the Party has deposited while signing the contract.
- c. The total number of indents for a particular day has to be executed on the same day or within 24 hours subject to bottling limitation as per rule. However, on request by BPCL, party will be required to work on Sundays/holidays to clear indents. No extra cost will be payable by BPCL for such instances, however party will be paid at the agreed bottling rate per MT as per contract for the quantity bottled.
- d. Volumes have been assured by BPCL for the bidder. The same is based upon the assurance from the Bidder for developing and operating sufficient facilities for bottling of 12 TMTA i.e. average 40 MT / day as per instruction of officer incharge of BPCL. However, if the party is not able to honour MGQ due to reasons inherent to them despite availability of adequate bulk / equipment etc, then the party shall be liable to pay BPCL the charges equivalent to the difference in qty. from MGQ. The same shall be recovered by "BPCL" from the amounts payable to "Tenderer. Should the amount of liquidated damages is not recovered in any manner in part or in full within the specified time, the same shall be liable for recovery from the party pending bills/security deposit/BG from "Tenderer with (PLR+2 %) interest per annum for the period of delay

50. MAINTENANCE OF INVENTORY/STOCK RECONCILIATION:

The successful tenderer shall maintain proper records accounting for receipt, usage and balance availability of bulk LPG as well as other material provided by the Corporation, viz cylinders, valves, caps, seals, O-rings, etc., in ERP system/ manual records as specified by BPCL. The same records shall be updated on day to day basis and inventory shall be maintained by successful tenderer.

51. SECURITY DEPOSIT:

Tenderer will be required to furnish Security Deposit of Rs.97,00,000/-. The security deposit has been worked as below. In case of any revision in the rates or quantities, successful bidder is supposed to submit additional BG in

Calculation of Security Deposit for inventory			
	Description	Quantity	Unit
1	Monthly upliftment	1000	MT
2	No of working days	25	days
3	Per day Bulk Stock	40.000	MT/day

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4	Bulk Penal Recovery rates	160000	Rs/MT
5	Penal Amount for One day Bulk stock	6400000	Rs
6	Cylinder Stock 14.2 Kg	1000	nos
7	Penal Amount as per Penal Rate Rs 3300/- per Cyl.	3300000	Rs
8	Total Inventory Security Amount (5+7)	9700000	Rs
9	Sum Inventory Security	9700000	RS
	Say	97 lacs	Rs

Rs Ninty seven lakhs only

The above Security Deposit should be submitted in the form of a crossed A/c Payee Demand Draft drawn on only Nationalized Bank or Scheduled Bank in favor of **“Bharat Petroleum Corporation Ltd.”** payable at Lucknow. Alternatively, the Security Deposit may be furnished in the form a Bank Guarantee from any Nationalized/Scheduled Bank other than Co-operative Bank as per format attached in the tender.

The Corporation reserves the right to adjust the Security Deposit towards any of the dues to the Corporation by way of Liquidated Damages, Risk Purchase, Recoverable against materials provided, and any other liabilities recoverable from the successful Tenderers. The Security Deposit/Bank Guarantee should be from any Nationalised/ Scheduled Bank other than Co-operative Bank / Scheduled Co-operative Bank and should be valid for 6 months beyond expiration of the contract. The same to be submitted at the time of commissioning before signing the agreement.

52. PERFORMANCE BANK GUARANTEE

The successful contractor shall submit 5% of the contract value as performance bank guarantee. For more details please ref. the Performance Bank Guarantee clause in general Conditions of Contract given along with this document.

INSTRUCTIONS TO TENDERERS

53. Tenderers are requested to carefully study all the sections of Tender documents / annexures and understand the TERMS & CONDITIONS before quoting their rates. In case of doubt, written clarifications should be obtained before / during the Pre Bid meeting. The clarifications etc. shall not be a justification for late submission of the bid or request for extension of due date. Offers should strictly be in accordance with the tender terms & conditions and our specifications.
54. All the enclosed Tender documents along with the covering letter will form part of the tender.
55. Tenderer shall upload the Tender acceptance Format certifying that they have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all Corrigendum / addendum / Pre bid minutes issued if any. The bidder offer has to be in confirmation to all the terms and conditions of the tender including all Corrigendum / addendum / Pre Bid minutes.
56. All entries in the documents shall be written in permanent ink or typewritten and there shall be no erasures or over writing. Corrections, if any, should be attested under the full signature/s of the Tenderer. Bidder should use a good quality scanner to upload legible copy of the documents.

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57. Use of Digital certificate (Digital Signatures) of party shall not be cross verified. Any information thus transmitted shall be presumed to be true and all such documents shall be presumed to be uploaded by the party whose digital signature certificate (DSC) is utilized.
58. 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 Tenderer 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.
59. Tenderers shall submit their offers without any deviations or counter conditions. Offers received with deviations/ counter conditions are liable to be rejected and no further correspondences on this issue by the tenderer will be entertained.
60. Tenderer's digital signature on the documents is considered as total acceptance of the terms & conditions and hence "acceptance" need not be mentioned on each page of the offer.
61. A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one independent manufacturing unit or more than one unit having common business ownership/management, only one unit should quote. 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 bid to be disqualified.

Years	Rates
Year of Award (Year 1)	R
Year of Award if extended (Year 2)	$R + (\text{WPI Change w.r.t. Year 1}) * R$

PARTICULARS OF TENDERER

Please furnish the following details in complete manner.

1. Name of the firm:

2. Address: Office:

Plant:

3. Email ID:

Open tenders for availing bottling assistance of 12 TMTPA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

4. Telephone Number: Office:

Plant:

Mobile Number of Bidder:

MARKET STANDING & FINANCIAL CAPABILITY

5. Constitution of the firm: Please mark as applicable A) Individual
Category:

- a) Sole Proprietor
- b) Partnership Firm

B) Non-individual Category:

- a) Private Limited Company
- b) Public Limited Company
- c) Any other (Please specify)

6. Nature of the Firm - (MSE/MSE SC / MSE ST) - Please attach copy of applicable certificates)

7. Name & address of the Proprietors / Partners / Directors with % of shareholding / Profit Share:

8. Names of the persons holding the Power of Attorney, their Designations, addresses and telephone Nos. (Please attach copy of POA)

9. Please indicate the details of your sister concerns/firms having Common partner(s) in case of Partnership Firms/Shareholder(s) in case of Private Limited companies which are participating in this tender along with the list of common directors and their share % in other firms

10. Year of Establishment / Registration & Date.

:

(Certified copy of the
Registration Certificate issued
by Registrar of firms/ Companies
to be enclosed)

11. Registration No.:

- (i) Under Companies Act :
- (ii) Small Scale Industries:
- (iii) DGTD:
- (iv) PAN:

Open tenders for availing bottling assistance of 12 TMTPA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

(Copies of Regn. Certificates for
all above to be enclosed)

12. Details of Capital Investment:
(Authorized share capital, subscribed
share capital, paid up capital)

(Certified/Audited statement of P&L a/c and Audited Balance Sheet for the last three years to be enclosed)

TECHNICAL EXPERTISE AND ORGANISATIONAL CAPABILITY

13. Year of commencement of production :

14. Is the Unit certified by ISO :
(If yes, certificate copy to be provided)

15. Weekly off day for the Unit :

16. Annual Turnover in Rupees in the last 3 yrs. :

(As per audited statements)

(Certified copies of Audited Balance
Sheets and P&L Statements to be
enclosed)

No. of persons employed:	<u>Office</u>	<u>Plant</u>
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Skilled :

Unskilled :

(Please enclose a copy of the organogram indicating the quality/ production managers and QC engineers/ supervisors with their qualifications.)

17. List of companies to which similar items/services have been supplied earlier with details of value of order & year of execution (Attach copies of PO):

Open tenders for availing bottling assistance of 12 TMTPA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

18. Good & Service Tax (GST) Registration No:

19. Distance of Plant/Land from district head quarter :

(b) GPS Coordinates of offered Plant/Land:

20. Details of Registration, if any, with other Oil Companies and other organizations/ Public Sector undertaking

21. Details of experience as LPG Private Bottler if any :

Plant Capacity

- a). Carousel / Manual Filling Machines :
- b). Number of filling machines :
- c). Number of 8-hour shifts operating :
- d). Total Production Capacity per year (Thousand Metric Tonne) :

VESSELS OFFERED

SL No	Vessel Number Licence	Serial in	PESO Licence Number	Quantity in KGs

List of Equipment and details

Sl No	Equipment	Available/Not Available and will be provided	Specifications incl make model and capacity
1	Electronic Filling Machines with least count of 50gms		
2	LPG Bottling Pump		
3	LPG Compressor		

Open tenders for availing bottling assistance of 12 TMTA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

4	Air Compressor		
5	Electronic Scale for weight correction		
6	Test Bath		
7	Oring Leak Detector/CVT		
8	Valve Leak Detector /CVT		
9	Hot Air Sealing Machine		
10	10gm least count Electronic Weighing Machine with CVT for SQC		
11	Purging Unit		
12	Evacuation Unit		
13	Valve Changing Unit		
14	DG Set		
15	Weighbridge with Min 50MT capacity		
16	Fire water sprinklers system with Deluge valve and QB line		
17	Chain conveyor system		
18	Washing Unit		
19	Standard Weights for calibration		
20	Tank Lorry Gantry		

- All bidders to note that the equipment as mentioned in the table above have to be of reputed make similar to that utilized by BPCs in their own Bottling Plants.
- Only Seamless pipes shall be utilized for LPG pipelines.
- Adequate lighting to maintain lux levels as per OISD guidelines to be provided.
- Rubber mats to be provided at unloading and loading points and other points where manual handling of cylinders from chain conveyor is required.

Open tenders for availing bottling assistance of 12 TMTA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

- e. Mastic flooring on floors of LPG cylinder sheds and on columns upto 1.5 mts height inside LPG cylinder sheds shall be mandatory to address the Safety issues involved being a hazardous activity.
- f. Only competent manpower shall be engaged for Cylinder pre-inspection, Cylinder Filling, Weight Checking at Check Scale, Weight correction, Valve Leak Detection, Valve Changing, Evacuation, Test bath, LPG Pump house, TT unloading operation etc activities at Plant.
- g. Operators for filling, LPG Bulk Unloading, PMCC operation and Maintenance operations shall be minimum ITI Pass. Plant Supervisor shall be minimum diploma holder with minimum 1 year experience as Supervisor in any Industry and Plant Manager shall be required to be Engineering graduate with at least 3 year experience of handling LPG operations in any LPG Bottling plant in India.
- h. Requisite permission for filling & dispatch from Sunset to Sunrise shall be obtained from PESO before commissioning of the plant.

Electronic Funds Transfer to BPCL's Bank Account

Or

Bank Guarantee (BG) executed by any Scheduled Bank approved by Reserve Bank of India and advised by Corporate Treasury from time to time. The BG shall remain valid up to the date of bid validity or for a minimum period of six months from the due date of opening the tender whichever is later.

Incase online payment (NEFT/RTGS) is done for EMD, bank confirmation of the confirmation of transfer should be attached along with the bid.

b. Cheques, Demand Drafts, 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, if any, will not be accepted towards EMD.

c. Exemption from EMD: Units registered with National Small Industries Corporation (NSIC) are exempted from payment of EMD, subject to:

- The Unit being registered with NSIC for the item tendered.
- Registration certificate being valid as on due date of submission.
- Tender is accompanied by a photocopy of valid NSIC Registration Certificate/Review certificate duly attested by a gazetted officer / notarized.

d. Photocopy of application for registration as NSIC or for renewal of NSIC will not be acceptable. Such offers will be treated as offers received without EMD.

e. No other certificates will be considered as proof of MSME status.

f. The EMD is liable to be forfeited, in the event of:

- Withdrawal of offers during the validity period of the offer. This is applicable even in case the Tenderer withdraws his/their offer before opening of the Price Bids.
- Non-acceptance of LOI and/or Orders, if issued/placed.
- Non-confirmation of acceptance of LOI and/or Orders, within the stipulated time after issuance/placement of LOI/Orders.
- Any unilateral revision in the offer made by the tenderer during the validity of the offer.
- Non-execution of agreement after acceptance of the LOI/order for any reason, whatsoever.
- Non-payment of Security Deposit / Caution Deposit against LOIs / Purchase Orders within the stipulated period of 15 days from the date of LOIs/ Purchase Orders, whichever is earlier.

g. EMD will be refunded to the unsuccessful tenderer after finalization of the Tender. For successful tenderers, refund will be made only on payment of Security Deposit against LOI/ Purchase Order placed. EMD shall not bear any interest and shall be refunded by cheque/e-payment.

Open tenders for availing bottling assistance of 12 TMTPA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

The contract against this Tender shall be for a period of 24 months from the date of commencement of contract. The rates would be firm for the entire contract period.

E. THE OFFER SHALL CONTAIN

- a. Self-attested copies of PESO license and other statutory approvals / licenses.
- b. PESO approved Plant layout indicating equipment's, inter distances between facilities etc should be enclosed along with Technical Bid
- c. PESO approval for operating plant after sunset.
- d. Self-attested Copy of Clear Title deed in the name of bidder / Registered sale deed / registered Lease deed for the land upon which the Bottling plant is constructed should be valid for a minimum period of 1 years from the last date for submission of tender.
- e. Certified copy of Partnership Deed/ Memorandum & Articles of Association & Certificate of registration with the Registrar of Companies / Firms
- f. EMD in the form of online transfer, BG or Certificate for exemption (if applicable) to be enclosed
- g. Certificate of Experience as stipulated in the Detailed Notice Inviting Tender.
- h. Copy of Audited Balance sheet for the last 3 years period and in case of Proprietorship/Partnership Firm, IT Returns for the last 3 years period.

F. SECURITY DEPOSIT:

Tenderer will be required to furnish Security Deposit of Rs. 97,00,000/-. **The above rates and quantities will be revised as per the prevailing rates and quantities at the time of LOI.**

Calculation of Security Deposit for inventory			
	Description	Quantity	Unit
1	Monthly upliftment	1000	MT
2	No of working days	25	days
3	Per day Bulk Stock	40.000	MT/day
4	Bulk Penal Recovery rates	160000	Rs/MT
5	Penal Amount for One day Bulk stock	6400000	Rs
6	Cylinder Stock 14.2 Kg	1000	nos
7	Penal Amount as per Penal Rate Rs 3300/- per Cyl.	3300000	Rs
8	Total Inventory Security Amount (5+7)	9700000	Rs
9	Sum Inventory Security	9700000	RS
	Say	97 lacs	Rs

Rs Ninty seven lakhs only

The above Security Deposit should be submitted in the form of a crossed A/c Payee Demand Draft drawn on only Nationalized Bank or Scheduled Bank in favour of **“Bharat Petroleum Corporation Ltd.”** payable at Lucknow. Alternately, the Security Deposit may be furnished in the form a Bank Guarantee.

The Corporation reserves the right to adjust the Security Deposit towards any of the dues to the Corporation by way of Liquidated Damages, Risk Purchase, Recoverable against materials provided, and any other liabilities recoverable from the successful Tenderers. The Security Deposit/Bank Guarantee should be from any Nationalized/ Scheduled Bank other than Co-operative Bank / Scheduled Co-operative Bank and should be valid for 6 months beyond expiration of the contract.

Following are to be complied by the Party:

- Bottling Plant should be in line with SMPV RULES 2016.
- Ready equipment/ facilities for bottling of the cylinders as per BPCL requirement.

Open tenders for availing bottling assistance of 12 TMTA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

- Comply with BPCL/ OMC Industry Operation Manual/Guidelines and Instructions issued from time to time.
- Facility for on-line connectivity to run SAP system should be available. Party should have all valid statutory licenses / permissions / NOC and Explosive License to operate after sunset.
- The Plant operations will be in line with the BPCL/OMC Operational Manuals/ guidelines and as per terms and conditions of Agreement. In case of any repeated violations and unsafe practices being followed by the Party, BPCL will have the right to impose damages / terminate the contract as per the provisions of Discipline Guidelines.
- Party shall only carry out the bottling for BPCL and shall not use the facilities to fill cylinders for others without prior permission from BPCL.
- The successful tenderer shall abide by all security / safety rules regulations etc. in force at location and laws, bye-laws and statutes of Government, semi-Government and other local authorities such as requirements / liabilities under enactments like the Workmen's Compensation Act, Contract Labour Act and any other laws applicable from time to time and the party agrees to indemnify BPCL from all claims in case of any loss/damage to property, safety issues, statutory non compliances arising out of fault and /or wilful acts of omission of party their employees, agents, representatives etc.
- The Plant must have proper approach for a smooth access of Heavy Vehicles with bulk as well as packed LPG.
- In case of power failure, provision of adequate No. of DG Sets shall be made available at the Plant for full load operation, lighting and critical equipment running by the successful tender at their cost.
- The successful bidder shall make arrangements for filling Hippo cylinder at their plant within 3 months of receiving LOI, as per requirement of BPCL.
- At least one storage vessel shall exclusively be provided to BPCL.
- The total minimum storage capacity offered to BPCL be 20 MT.
- If the necessity arises, the operator shall operate on Sundays also at the same rates. No additional payment shall be made.
- The price bid will only be opened for bidders qualifying in technical and financial criteria as per BQC.
- Purchase preference for MSMEs will be applicable for the tender.

<u>S. No.</u>	<u>Machine Name</u>	<u>Details</u>
1	Bulk storage of min. 20 MT	Minimum 2 vessels to be installed.
2	Level measuring instruments for LPG Storage Vessels	At least two types of based upon different principles. Display should be available in Pump house and control room. Additional High Level Alarm having interlocking with ROVs to be provided.

Open tenders for availing bottling assistance of 12 TMTPA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

BID QUALIFICATION CRITERIA

The Vendor should meet the below mentioned criteria under all the three categories, i.e. Experience and past performance, Infrastructure and Financials as on the date of application of tender. Since these kinds of contracts are normally awarded on annual outflow basis, BQC value/work completion value is being worked out on Annual outflow.

A. EXPERIENCE CRITERIA: --Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

For non-MSE		
One Similar (*) Work of value not less than (including taxes & duties) ₹ 85,14,125	Or Two Similar (*) Works each of value not less than (including taxes & duties) ₹ 53,21,328	Or Three Similar (*) Work of value not less than (including taxes & duties) ₹ 42,57,062
For MSE		
One Similar (*) Work of value not less than (including taxes & duties) ₹ 72,37,006	Or Two Similar (*) Works each of value not less than (including taxes & duties) ₹ 45,23,129	Or Three Similar (*) Work of value not less than (including taxes & duties) ₹ 36,18,503

for similar service(s) in last seven years to any Central / State Govt Organization / PSU / Public Listed Company/ Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address.

Definition of similar work

Similar works means: Providing LPG bottling services of packed Cylinders in OMCs IOCL/HPCL/BPCL or any Private Marketing Company through PESO approved LPG Bottling Plant. The intended tenderer must submit documentary evidence in support of above, in the form of a certified copy of work order(s), successful completion certificate(s), payment certificate(s)/voucher(s) indicating the period of work for which the payment has been made. Copies of all the certificates submitted, duly authenticated by the bidder, will be verified with the originals by BPCL.

INFRASTRUCTURE:

Tenderer should have the LPG bottling plant in or around Kanpur with SMPV RULES 2016 complying with all statutory requirements as per PNGRB guidelines (latest amendment) and duly approved by PESO. The land location should have connectivity to all weather road network for movements of bulk and packed LPG product.

Open tenders for availing bottling assistance of 12 TMTA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

EQUIPMENT REQUIREMENT/ CODES TO BE FOLLOWED:

1. For the layout of the location, the facilities installed and the safety system in the plant, the SMPV (unfired) rules 1981/2016 (Pl. note that required PESO approval for such arrangement is a must, on date of submission of the application) .
2. Bulk storage vessel with fittings as per SMPV rules
3. Carousel / Stationary Filling machines with filling accuracy of 50 g.
4. Filling shed/ Empty Cylinder Storage Shed with mastic flooring.
5. Filled. Cylinder Shed with mastic flooring.
6. Fittings & Instrumentation: - in line with SMPV RULES 2016
7. One no. check weight scale with an accuracy of 10 gm.
8. One no. electronic GD & PT unit to detect pin leakage and O-ring of Cylinder valve with 0.5 gm/hr sensitivity OR CVTs.
9. Facility for correction of overfilled/under filled cylinders
10. Valve change facilities
11. Test bath
12. Hot air sealing system
13. SQC with scale of accuracy 10 gm and CVT.
14. Adequate LPG pumps & compressors suitable for unloading Bulk T/Ts and to take care of cylinder filling and bulk unloading requirement.
15. Facility for evacuation of defective cylinders.
16. Cylinder depressurizing facility.
17. Tank Lorry unloading facility.
18. Adequate Lighting in operating area.
19. Electric power supply system and DG sets for critical operations like filling, unloading etc. to maintain uninterrupted supplies.
20. Fire Protection & Safety system of the plant should be in line with SMPV RULES 2016.
21. Gas Monitoring system
22. Computerized invoicing facility with Printer and UPS
23. Admin/security/MCC/ Store etc.
24. CCTV cameras at Critical positions like in/out, Weighbridge with 180 days coverage etc.

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STATUTORY APPROVALS/LICENSES REQUIREMENT:

1. License from PESO/ CCOE for Bulk Storage, filling of cylinders and storage of filled cylinders
2. Inspectorate of Factories
3. Pollution Control Board
4. W & M Dept for the dead weights, weighing and filling machines in use.
5. Public Liability Insurance.
6. Approvals from District, Gram Panchayat/ Municipal authorities.
7. All other applicable local and other statutory approvals.

In case, any approval is not required for any particular area/ location, party should submit the documentary proof for the same.

C. FINANCIAL:

C. Financial – Turn Over Criteria: - The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year i.e. 2025-26, Rs **31,92,796.80/- (Rs. Rupees Thirty-One Lakh Ninety-Two Thousand Seven Hundred Ninety-Six and Paise Eighty Only)**.

For MSE bidders, Average annual turnover must be more than **Rs 31,92,796.80/-**.

Documentary evidence in the form of certified Audited Financial Statements of relevant periods or a certificate from the Practicing Chartered Accountant in case audit is not mandatory indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

C. Financial – Net worth: The financial net worth of the bidder as per the audited financial results of immediately preceding financial year should be positive. The Net worth is defined as:

“Net Worth” = “Equity + Reserves & Surplus”.

Documentary evidence: Bidder must submit Audited Balance Sheets and Profit & Loss Account Statements, Income Tax Returns for the last 3 consecutive financial accounting years i.e , 2023-24, 2024-25 ,2025-26. Further, for bidders who have not finalized their books of account for the financial year 2025-2026, evaluation of these criteria would be done for the latest three financial years ending 2022-2023 for which books of account has been finalized and audited.

Declarations to be submitted by the Bidder other than mentioned above:

- a. Bidder should be Bonafide, experienced, competent, and resourceful to carry out the assigned order. Vendor shall submit Company’s registration Certificate/ Certificate of Incorporation/ Partnership Deed/ Any other registration certificate such as Factories, Labour, PF, ESI as applicable.

Open tenders for availing bottling assistance of 12 TMTPA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

- b. Bidder should submit valid GST registration certificate.
- c. Bidder should submit valid Permanent Account Number [PAN]
- d. Tenderer credentials stating information regarding the tenderer bio data & business standing.
- e. MSE registration certificate (if applicable)
- f. CA Certificate for MSE Preference (applicable if MSE certificate is submitted)
- g. The bidder shall not be under liquidation, court receivership or similar proceedings. Undertaking to this effect to be submitted by bidder.
- h. Bidder shall not be serving any Holiday Listing orders issued by BPCL or MOPNG debaring them from carrying on business dealings with BPCL/MOPNG or serving a banning order by another Oil PSEs.
- i. Acceptance to Social Media Guidelines.
- j. Acknowledge letter confirming that party has understood all the terms and conditions. Undertaking to this effect to be submitted by bidder.
- k. Valid PESO certificate for storage of LPG in Pressure vessels
- l. Valid PESO certificate for filling and storage of LPG in gas cylinders
- m. Installed capacity and Declaration of offered capacity per year in line with tender quantities (Particulars of tenderer as per Special terms and Conditions)
- n. Bidder should submit the one bid per bidder declaration.

PRICE BID EVALUATION CRITERIA

Award of contract would be on Total- lowest cost basis.

Type of Job – Supply / Service / Works Contract	Service
Divisibility of the tender	Non-Divisible
Purchase Preference (MSE)	Applicable

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DECLARATION OF BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

To,

M/s Bharat Petroleum Corporation Ltd

SUB:

TENDER REFERENCE:

Dear Sir,

After examining/ reviewing provisions of above referred tender document (including all corrigendum/addenda) we, M/s (Name of Bidder) have submitted our offer/bid no.....

We, , M/s (Name of Bidder) hereby understand that according to your conditions, we are submitting the declaration of Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of Bharat Petroleum Corporation Ltd in this regards), if we are in breach of our obligation(s) as per following:

- (a) Have withdrawn/ modified/ amended, impair or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid
- (b) Having been notified of the acceptance of our bid by M/s Bharat Petroleum Corporation Ltd during the period of bid validity:
 - i. Fail or refuse to execute the Contract, if required, or
 - ii. Fail or refuse to furnish the Contract performance Security, in accordance of tender documents
 - iii. Fair or refuse to accept 'arithmetical corrections' as per provision of tender document
- (c) Having indulged in corrupt/ fraudulent/ collusive/ coercive practice as per procedure.

Place:

Date:

Signature of Authorized Signatory of Bidder

Name:

Designation:

Seal:

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(On non-judicial paper of appropriate value)

FORMAT FOR BG 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 Vendor 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

Open tenders for availing bottling assistance of 12 TMTPA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

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.

#####

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CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY

(for MSE Bidders to avail MSE benefits)

(on CA Letterhead)

Date:

Ref: Tender No. for

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

In case applicable:

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

In case applicable:

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

Name of CA Firm:
Signatory]

[Signature of Authorized

Name:

Date:

Designation:

Seal:

Membership No.:

UDIN No.:

Note: Please ensure the UDIN details on CA portal mentions - ***“certificate confirming eligibility for MSE Policy Benefits”***

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DEVIATION STATEMENT

(on company letterhead)

Tender No. –

Tender Title –

Bidder's Name –

[In case of NIL deviations]

We, M/s, hereby confirm that we have taken NIL deviations for this tender and agree to comply to all terms and conditions of this tender without any deviation.

[In case of any deviations]

List of Deviations:

S. No.	Document Ref.	Clause No.	Deviation	Justification for Deviation
1				
2				
3				

We, M/s, hereby confirm that all our deviations for this tender have been listed above with justification and there are no other deviations by us in the tender.

Date:

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

Name:

Designation:

Seal:

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UNDERTAKING BY THE TENDERER(S)

NAME OF WORK:

Tender No. : _____

We confirm that we have quoted the rates in the tender considering Inter-alia the

1. **Tender Document(s)**
2. **Additional Document(s) (if any)**
3. **BOQ Document (Price Bid Format)**
4. **Corrigendum (if any)**
5. **Pre Bid Meeting Minutes (if any)**

We _____ (Name of the Tenderer)
hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the prebid meeting. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

SIGNED FOR AND ON BEHALF OF TENDERER(S)

Name of Tenderer(s)

Date : _ _ / _ _ / _ _ _ _

Place :

Seal & Signature of Tenderer

NOTE:

This declaration should be signed by the Tenderer's authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.

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PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

(in letter head of bidder)

In the case of a Proprietary concern:

I hereby declare that neither I in my personal name or in the case of my Proprietary concern M/s _____, which is submitting the accompanying Bid/Tender, nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner, are presently or having during the past three years, been placed on any black list or holiday list declared by BHARAT PETROLEUM Corporation Limited / Hindustan Petroleum Corporation Ltd. / Bharat Petroleum Corporation Ltd. or by any department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor is there pending any inquiry by BHARAT PETROLEUM Corporation Limited / Hindustan Petroleum Corporation Ltd. / Bharat Petroleum Corporation Ltd. or any Department of Government or by any other Public Sector Organization in India or in any other country, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and/or inquiry in absence thereof state "NIL")-

In the case of a Partnership Firm:

We hereby declare that neither _____ we,
M/s _____ submitting the accompanying

Bid/Tender nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any firm or concern presently are or within the past three years have been or has been placed on black list or holiday list declared by Bharat Petroleum Corporation Limited / Hindustan Petroleum Corporation Ltd. / Indian Oil Corporation Ltd. or by any department of Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor is there pending any inquiry by Bharat Petroleum Corporation Limited / Hindustan Petroleum Corporation Ltd. / Indian Oil Corporation Ltd. or any Department of any Government (State, Provincial, Federal or Central) or by any other Public Sector Organization in India or in any other country, in respect of corrupt or fraudulent practice(s) against us or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL").

In the case of Company:

We hereby declare that neither we or a parent, subsidiary or other Company under direct or indirect common parent (associate company) are presently nor have within the past three years been placed on black list or holiday list declared by Bharat Petroleum Corporation Limited / Hindustan Petroleum Corporation Ltd. / Indian Oil Corporation Ltd. or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country; and that there is no pending inquiry by BHARAT PETROLEUM corporation Ltd. or any Department

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of any Government (State, Provincial, Federal or Central) or by any other Public Sector Organization in any country against us or a parent or subsidiary or associate company as aforesaid, in respect of corrupt or fraudulent practice(s), except as indicated below: (Here give particulars of black list or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Bharat Petroleum Corporation Limited / Hindustan Petroleum Corporation Ltd. / Indian Oil Corporation Ltd., shall have the right to reject my/our/bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to Bharat Petroleum Corporation Limited / Hindustan Petroleum Corporation Ltd. / Indian Oil Corporation Ltd.

Place:

Date:

Open tenders for availing bottling assistance of 12 TMTA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

**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 LIMITED

**Lucknow LPG Territory, Village. Gudamba, Kursi Road, Lucknow
LPG Bottling Plant PIN-226026**

Dear Sir/Madam,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with

India – as issued by Govt. of India in July'2020,

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

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]

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DRAFT AGREEMENT FOR PRIVATE BOTTLING ASSISTANCE TO BPCL
(Sample Format)

This agreement made at (Please mention) on this (Please mention) day of (Please mention) Two Thousand and (Please mention) between

M/s. _____, a proprietorship/ partnership/company registered under Companies Act 1956 having their Registered Office at (Please mention) hereinafter called 'Bottler' or 'Licensee' (which expression shall unless repugnant to the context, mean and include their successors permitted assigns) on the one part and

M/s. _____, a Government of India Enterprise, registered as a Company under the Companies Act, 1956, having its Registered Office at _____, hereinafter called "_____" (which expression shall unless repugnant to the context, mean and include their successors and permitted assigns) on the other part.

Hereinafter both the Bottler or Licensee and BPCL shall be collectively referred to as "Parties and individually as "Party"

Whereas BPCL carries on the business of refining and sale of petroleum products and more particularly of LPG.

Whereas, being desirous of obtaining LPG Cylinders bottling assistance BPCL had floated tender No. (Please mention) dated (Please mention)

Whereas Bottler has a Bottling Plant at (Please mention) and had participated in the subject tender and is one of the successful Bottlers in the subject tender.

And whereas BPCL, based on the offer of the Bottler, has agreed to appoint the Bottler as its Licensee for storing LPG, giving bottling assistance in LPG cylinders.

And whereas Bottler has agreed to receive and store bulk LPG of BPCL and also receive and store empty cylinders, bottle and deliver packed cylinders belonging to and on behalf of BPCL by complying with all necessary Rules, Regulations, instructions and directions relevant, applicable and issued by the Government of India / state government, statutory & local, and BPCL from time to time.

AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS:

In this agreement unless otherwise specifically provided or defined and unless a contrary intention appears from the agreement the following words and expressions are used in the following meanings:

1.1 "BPCL" shall mean "_____", a Company incorporated in India and having its registered Office at _____ and shall include its successors and assigns.

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1.2 "Bottler" shall mean the Private Bottler whose tender has been accepted by 'BPCL' desirous for rendering bottling assistance from their (Please mention) Bottling Plant.

1.3 "LPG PLANT" shall mean LPG BOTTLING PLANT at (Please mention) belonging to Bottler located in District (Please mention) State (Please mention)

1.4 "AGREEMENT" shall mean the totality of the agreement between the Parties as derived from the agreement documents.

1.5 "AGREEMENT DOCUMENTS" shall mean the tender documents as laid out in the Clause

1.9 of this Agreement.

1.6 "ADVICE" shall mean any written order or instruction given by "BPCL".

1.7 "ACCEPTANCE OF TENDER" shall mean the Acceptance of Tender conveyed by "BPCL" to the Bottler.

1.8 "SECURITY DEPOSIT" shall mean the Security Deposits as specified in Clause 22 of this Agreement.

1.9 "TENDER DOCUMENTS" shall mean all the documents including Technical Bid, Price Bid, Annexures and other documents sought from the bidder as supporting document.

1.10 "PLANT PREMISES" means areas covered by the boundary wall of (Please mention) LPG Plant.

1.11 The "LPG" stands for Liquefied Petroleum Gas, mixture of certain hydrocarbons predominantly a mixture of butane and propane, condensed to liquid state at normal ambient temperature by the application of pressure and which conforms to Indian Standard Specification No. IS 4576, having vapor pressure not exceeding 16.9 kg/cm square at 65 deg C.

1.12 The "BULK LPG" means LPG in bulk quantity received by road tankers and stored in storage vessels and handled through pipelines, filling machines, compressors, pumps etc.

1.13 "LPG TANK TRUCK UNLOADING" means unloading of Liquid phase of bulk LPG from pressure vessel of tank truck and thereafter recovering vapor phase of LPG till pressure in tank truck bullet is brought down to 1.5 kg/cm²g or 20 psi.

1.14 The "PACKED LPG" means LPG filled in cylinders.

1.15 "CYLINDER" means a metal container utilized for storing LPG conforming to IS 3196 and as certified by BIS and as approved by CCE.

1.16 The "VALVES" means a valve which is fitted on a cylinder confirming to IS-8737 and as approved by CCE.

1.17 The "O RING" means a joint packing, which is fitted in the valve.

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1.18 "SAFETY CAP" means cap fitted on valve to prevent leaks and withstand pressure of 17 kg/cm².

1.19 PURGING OF CYLINDERS," means introducing LPG inside degassed cylinders and displacing air from the cylinder.

1.20 "PURGED CYLINDER" means a cylinder, which has already been commissioned as per above.

1.21 The "SEAL" means PVC/Aluminium Seals put on the cap of the valve of the cylinder for the purpose of sealing a cylinder after it has been filled with LPG.

1.22 The "SOUND FILLED CYLINDER" means the cylinder conforming to IS-13258 and which has been filled with LPG and kept ready for dispatch and marketable in all respects.

1.23 The "DEFECTIVE FILLED CYLINDER" means the cylinder, which is not fit for dispatch and marketable for one reason or other. It could also mean a defective cylinder received from the market.

1.24 The "SOUND CYLINDER" means the cylinder meeting IS-3196 Standards.

1.25 The "DEFECTIVE CYLINDER" means cylinder, which is empty, and not fit for filling. It may be purged or unpurged.

1.26 "MANDATORY TEST DUE CYLINDER" means a cylinder, which is due for statutory testing.

1.27 "NEW CYLINDER" means a cylinder, which has been received, directly from manufacturer or new cylinder supplied by "Bottler" from his stocks and is not purged.

1.28 "REJECTED CYLINDER" means a cylinder not meeting IS: 3196 and not serviceable and kept ready for crushing and disposal.

1.29 "FILLING GUN" means equipment used for fixing on the cylinder valve at filling scales for filling LPG.

1.30 "DEGASSED CYLINDER" means cylinder where LPG is emptied out by displacing with water.

1.31 "VALVE LEAK" means LPG leakage through valve joint or spindle seat of the valve.

1.32 "BUNG LEAK" means LPG leakage through the nozzle of cylinder meant for fixing cylinder valve.

1.33 "O RING" defect means 'O' ring which is worn/damaged and which can result in LPG leakage when regulator is fixed on cylinder.

1.34 The "EVACUATION UNIT" means set of equipments used in the process of evacuating defective filled cylinders.

1.35 "CVT" or "COMPACT VALVE TESTER" means an equipment meant for detecting valve/'O' ring leak of LPG from valve of cylinder.

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- 1.36 "VLD" or VALVE LEAK DETECTOR" means an equipment which is of electro-pneumatic type with state of art technology meant for detecting leak of LPG from valve of cylinder
- 1.37 "OLD" or "O-RING LEAK DETECTOR" means an equipment which is of electro-pneumatic type with state of art technology meant for detecting O-Ring leak from valve of cylinder
- 1.38 "DEPRESSURISED CYLINDER" means LPG Cylinder where LPG is vented out fully from cylinders.
- 1.39 "HOT REPAIR" means repairing of degassed damaged part of cylinders i.e. VP Ring, foot ring etc. (after degassing the cylinder) through hot work namely gas cutting and welding and thereafter stress relieving the cylinder.
- 1.40 "COLD REPAIR" means repair of LPG Cylinder, which does not involve any hot work as mentioned above.
- 1.41 "SPURIOUS CYLINDER" means LPG Cylinder, which is not owned by any of the BPCL Company marketing LPG and also not certified by BIS.
- 1.42 "BIS" means Bureau of Indian Standards.
- 1.43 "PESO" means Petroleum & Explosives Safety Organisation.
- 1.44 Packed Transportation means trucks transporting cylinders from / to the party's bottling plant, to/from BPCL plant / distributors including handling of cylinders for loading / unloading at both ends.

2. AGREEMENT AND ITS DURATION

A) BPCL hereby appoints Bottler for rendering LPG Cylinder Bottling Assistance by receiving and storing bulk LPG at the "LPG Plant" for bottling and such related and ancillary activities connected with receipt and storing of LPG and bottling of the same.

B) This agreement shall remain in force for TEN (10) years from (Please mention). However the same may be terminated sooner without assigning any reason by either party by giving six month's notice in writing to the other of its intention to terminate this agreement, and upon the expiration of any such notice this Agreement and the license granted as aforesaid shall stand cancelled and revoked but without prejudice to the rights of either party against the other in respect of matter or thing antecedent to such termination provided that nothing contained in this Clause shall prejudice the rights of the BPCL to terminate this Agreement earlier on the happening of the events mentioned in Clause 35 of this Agreement.

C) Upon expiry of the aforesaid period of TEN (10) years, the Corporation may, at its option, enter into a fresh Agreement with the licensee for extended period. The Corporation shall be entitled to first right of refusal for re-negotiation for the contract beyond the 10 year time period.

Final rates accepted by BPCL would be applicable from beginning of contract for first contract year. From 2nd year onwards, the rates would be increased with the corresponding percentage increase in Reserve Bank of India's (RBI) Wholesale Price Index (WPI)-All commodities, basis RBI Bulletins on 40% of last year rates. Such calculated rates would be applied to the next 12month period of contract and shall be

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reviewed every year. In case, contract is extended beyond term of TEN (10) years, same process shall be followed to derive the rate. (Illustration given in Annexure XV)

3. RECEIPT AND STORAGE OF BULK LPG

"BPCL" shall arrange delivery of bulk LPG to "the LPG Bottling Plant" through tank trucks and/or pipeline. Bottler shall receive and store LPG so received, in the storage tanks at "the LPG Bottling Plant" on "BPCL" account by complying with the requirements for receipt and storing LPG and account for the receipt in terms of procedure prescribed by "BPCL" and accepted by the Bottler as detailed herein below. During the period of contract, the bottling plant under no condition will store bulk LPG of any other OMC and/or private marketers. Party has to indemnify BPCL from any sort of claims whatsoever coming on the party from the Companies they were providing bottling assistance earlier. In case of violation of the aforesaid condition during the period of contract by the party, BPCL is authorized to initiate penal action as per the terms of the contract

4. MEASUREMENT OF BULK LPG

"Bottler shall weigh the LPG tank trucks along with bulk LPG on the weighbridge for determining the gross weight. Thereafter, bulk LPG from the tank truck shall be transferred to the storage tanks of "the LPG Bottling Plant". Upon completion of transfer of bulk LPG from the tank truck to the storage tank, the empty tank truck shall be weighed for ascertaining the tare weight of the tank truck. The total quantity/quality of bulk LPG mentioned in the Transshipment Order Advice (SHIPMENT/STO) i.e. the document prepared by the shipping location of BPCL and accompanying each tank truck shall be the quantity of bulk LPG received by Bottler at "the LPG Bottling Plant" for all such transactions, in which variation is within 40 Kg. Any shortage of 40 Kg and beyond shall be debited to the transporter as per policy of BPCL, and in such cases, the difference between the gross weight and tare weight of the tank truck as weighed at the Bottling Plant, shall be quantity of bulk LPG received by Bottler at "the LPG Bottling Plant".

Bottler shall make necessary entries in the SHIPMENT/STO for the total quantity/quality of bulk LPG so received at "the LPG Bottling Plant" and the difference, if any between the quantities of bulk LPG indicated in the SHIPMENT/STO and the receipt, and obtain acknowledgement of the transporter/driver of TT for actual quantity received. The acknowledgement so made by Bottler shall be complete proof of quantity / quality of bulk LPG received by them.

TT Weighment Register & weighment slips shall be maintained by the party for verification by BPCL at any time. Weighing slip shall be printed for every tanker after decantation with clearly mentioning Gross Weight, Tare Weight of Tanker and Net Weight and Difference of Bulk LPG received at Plant. Weighbridge computer shall also have facility to keep the records / log of weight register for inspection / audit of BPCL for at least 12 months..

Incase LPG Bottling plant of the Bottler is fed by pipeline, the measurement of Bulk LPG used for Bottling the LPG Cylinders of the BPCL shall be equal to the product of the number of cylinders filled and respective net weight of such cylinders.

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Bottler shall make necessary entries in the SAP system for having received the above Bulk LPG quantities.

5. RECEIPT OF CYLINDERS ON BEHALF OF BPCL

- a) Bottler shall receive empty cylinders from "BPCL", their distributor network and the manufacturers authorized by "BPCL".
- b) Bottler shall inspect all those cylinders received at the "LPG Bottling Plant" and identify those cylinders which are not of "BPCL" and store them separately.
- c) Bottler shall maintain accounts for receipt of cylinders and shall send Daily/ weekly/monthly statements to "BPCL" of those receipts

6. SEGREGATION OF CYLINDERS

- a) Bottler shall segregate "BPCL" cylinders received and identified as above under the following categories--

i) Good/usable cylinders

ii) Cylinders due for

mandatory testing iii

Cylinders due for

cold/hot repairs iv)

Defective and leaky

cylinders

v) Spurious cylinders vi) Cylinders belonging to other Oil Companies / Parallel

Marketers - spurious to BPCL

- b) Bottler shall keep record of the cylinders under the categories mentioned above and shall give intimation to "BPCL" of the same on a Daily/weekly/ monthly basis or as specified by BPCL.

c) "Bottler shall dispatch for necessary testing and repairs to parties as per "BPCL" advise, such cylinders that are earmarked for mandatory testing, alongwith cylinders identified for hot and cold repairs. Such cylinders on being received back from the Bottler after testing and repairs, shall be inspected by Bottler as per "BPCL" directives and as per the format prescribed by BPCL" in that regard and segregate such cylinders under the above mentioned categories if they are still found to be defective, etc.

d) "Bottler shall carry out the job of marking of tare weight and net weight on all the cylinders finally identified for filling LPG, in case the same are not legible on such cylinders. No separate charges will be paid for same.

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7. OMC/SPURIOUS CYLINDERS

The OMC/spurious cylinders identified by Bottler as mentioned in Clause 5(b) above, and intimation of which has been given to "BPCL" shall be kept separately by "Bottler" at "the LPG Bottling Plant". Bottler shall maintain records of spurious cylinders and give intimation of such cylinders to "BPCL" and shall keep them, in a separately identifiable place at "the LPG Bottling Plant". "Bottler" shall take action of these spurious cylinders according to the advice that may be given by "BPCL" in that regard.

8. PURGING OF CYLINDERS

"Bottler" shall purge at "the LPG Bottling Plant" the following types of cylinders received by them on behalf of "BPCL". Purging shall be carried out according to the directions detailed in that regard

- (i) New cylinders received from the manufacturers or BPCL Bottling plant.
- (ii) Cylinders received after mandatory testing/hot repair/cold repair.

No New / re-tested cylinder shall be dispatched without carrying out Purging

9. RECEIPT AND STORAGE ETC., OF REGULATORS AND VALVES

"Bottler" shall receive and store the regulators and valves supplied by "BPCL", their distributor and manufacturers authorized by BPCL at "the LPG Bottling Plant". Bottler shall deliver the regulators to "BPCL" distributors as per advices that are issued by "BPCL" in that regard. "Bottler" shall maintain proper records for the regulators and valves received, stored and dispatched and the balance stock of regulators and valves at "the LPG Bottling Plant". Defective regulators and valves will be handed over back to BPCL.

10. PROVISION OF CYLINDER CONSUMABLES

"BPCL" shall supply to Bottler all cylinder consumables namely safety caps, 'O' ring of cylinder valves, seals, neck labels etc. that are required for filled cylinders. Supply of these consumables could be on actual basis subject to maximum of:

Safety caps:	4.5 - 7.0% of average cylinders filled per month.
'O' Ring of cylinder valve:	10% of monthly average cylinders filled.
Seals for filled cylinders:	103% of monthly average cylinders filled
Neck labels:	102% of the cylinders filled. (For 14.2, 19.0, 5.0 & 47.5 Kg. and any other case based upon requirement)

If additional quantity is required for above items, the same will be supplied at the rate determined by BPCL as on date of supply. The rates shall be including GST (as applicable)

Cylinder valves: 0.9% of monthly average cylinders filled. However the replacement of valves would be to the extent of actual. SC Retrieval to be mentioned: 100% testing in Ultrasound testing machine.

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11. BOTTLING CAPACITY

- a) The plant facilities to be designed in line with the maximum capacity of Bottling to be achieved i.e. 12 TMTPA.

12. FILLING OF LPG CYLINDERS

- a) Bottler shall fill into good and usable empty cylinders conforming to IS-13258 at "the LPG Bottling Plant" to the extent of the capacity of each such LPG cylinder. The weight of the LPG contained in a cylinder shall not vary by a difference of +/- 100 gms of the net weight of the respective cylinder as indicated on it. However, as per the W&M guidelines, the average deviation for any batch of 32 cylinders should be zero (No underfilling) .
- b) Bottler shall segregate all LPG filled cylinders which contain less/more quantity of LPG than as mentioned in (a) above and shall fill/remove LPG into/from the same so as to bring them to the prescribed standard weight mentioned in 'a' above.
- c) "Bottler shall check all LPG filled cylinders for any defect including leak through cylinder body / Bung joint/ SC valve or 'O' ring etc., as per the specifications and directions prescribed by "BPCL" in that regard.
- d) Bottler shall segregate all such LPG filled Cylinders which are found to be defective on account of leakage of LPG and shall evacuate LPG from such cylinders as per the procedure relevant in that regard and shall correct the defect so as to make the cylinder fit and proper in all respects. Such leaky Cylinders, which cannot be set right for filling LPG, shall be segregated and removed from the system for purposes of hot repairs or cold repairs. For valve leak cylinders, valves shall be replaced with valves provided by BPCL, for bung leak cylinders refixing of same valve shall be done. Where cylinder 'O' rings have defect 'O' ring shall be changed with new 'O' ring supplied by BPCL and same rechecked. Body leak cylinders shall be evacuated, depressurized, degassed and will be kept separately.
- e) "Bottler shall fix cap and seal all filled LPG cylinders meeting the above mentioned requirements. Additionally neck label is required to be fixed on all 19kg filled cylinders before dispatch
- f) Bottler shall fill only good and serviceable empty cylinders of any capacity and type as per directions given by BPCL. No cylinder which is due for statutory testing/ Hot Repair shall be filled.
- g) Bottler shall carry out operation of the LPG Bottling Plant as per normal operating practice/Standard Operating procedure existing at BPCL owned bottling plants. All the records/registers in the prescribed format as maintained at BPCL owned bottling plants are required to maintain. Failing to maintain the said records or unable to produce updated records during inspection of the plant by BPCL officials/inspecting agency will be treated as violation of the operating practice.
- h) Bottler shall carry out periodic (daily/weekly/monthly) updation / entries regarding daily transactions at the Bottling Plant in SAP as per normal operating practice/Standard Operating procedure existing at BPCL owned bottling plants. All the entries as per the prescribed procedure like daily filling entries/ daily bulk receipt entries/

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ensuring nil pending invoice punching at the end of day etc are required to be carried regularly. Failing to maintain the said updation or found incomplete/pending entries in SAP shall be treated as major deviation from the operating practice.

13. STORAGE OF FILLED LPG CYLINDERS

Bottler shall store filled LPG Cylinders at the earmarked place at "the LPG Bottling Plant" as per rules prescribed in that regard.

During the period of contract, the bottling plant under no condition will store LPG cylinders or fill LPG cylinders of any OMC and/or private marketers. Party has to indemnify BPCL from any sort of claims whatsoever coming on the party from the Companies they were providing bottling assistance earlier. In case of violation of the aforesaid condition during the period of contract by the party, BPCL is authorized to initiate penal action as per the terms of the contract.

14. DESPATCH OF FILLED LPG CYLINDERS

a) "BPCL" shall issue instructions/advises to "Bottler regarding dispatch/delivery of filled LPG cylinders through Indent Management System implemented by BPCL. Cylinders so dispatched should be

i) In sound condition with correct weight as specified under Clause 12 (a) of this agreement and should not have any leaks. The cylinder should meet IS 13258 and should be capped, sealed and provided with neck label and the tare weight shall be clearly visible.

ii) In case if any of the cylinder so filled at Plant meets with any accident enroute on truck, at Dealers premises, during delivery to customers or at customers' premises, Bottler will render all assistance for investigation and establishing the reasons for the accident.

b) "Bottler shall, upon receipt of such instruction / advises from " BPCL";dispatch / deliver filled LPG cylinders according to the instructions contained therein.

c) "Bottler at the "LPG Bottling Plant" shall facilitate loading/unloading LPG filled/empty cylinders from trucks. The handling of cylinders from and into the truck will be done by the packed transporter. Any arrangement between the transporter and the contracted party shall be solely their internal arrangement and BPCL shall not be a party to the same. The party shall be required to provide access to the transporter crew brought for such purposes without any cost.

In case of any complaints received by the BPCL on such matters, suitable action shall be taken as deemed fit.

d) "Bottler shall prepare Daily/weekly /monthly statement of dispatches of LPG filled cylinders made vis-a-vis advises received from "BPCL" and shall send statement to "BPCL" on Daily basis.

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15. PRODUCT LOSS

a) Stock loss:

"Bottler shall be fully responsible and liable to account for the total quantity of bulk LPG received and stored at "The LPG Bottling Plant ". No product loss shall be on account of "BPCL". In respect of any loss occurring during the period of unloading , receipt and storage, "Bottler shall compensate "BPCL" in full and entirely as per the rates (as determined by BPCL which shall be final and binding) applicable during that period.

b) Loss of LPG during filling operation:

Daily filling entries/ entries of bulk receipt /bulk stock quantity and actual gain loss booking are required to be entered in BPCL software / ERP system on daily basis. Monthly reconciliation shall be made by BPCL.

The overall loss/Gain will be accessed at the end of the month and any loss of LPG during the said period of bulk handled at the " LPG Bottling Plant during the month shall be liable for debiting from pending bills at the penal rates as per the terms of the contract.

c) Loss of LPG for any other reason :

"Bottler shall also be responsible for loss of LPG for reasons other than covered under (a) and (b) above and recovery will be made as per the rate (as determined by BPCL which shall be final and binding) applicable during that period.

Bottler shall pay to "BPCL" the amount so determined under clauses (a) to (c) above, upon demand without any demur, within 15 days of receipt of demand from "BPCL" failing which amount will be deducted from bills payable to Bottler The stock loss calculations will be done on monthly basis, and the physical quantities at the end of the month, shall be considered as the opening and book stock on account of BPCL for the next month.

Note: The Bulk LPG stored in bullets and that in cylinders should not exceed the CCOE licensed capacity at any given time. Similarly the storing of cylinders should be in area as earmarked in CCOE Approved drawings and should not exceed quantity as approved by CCOE/PESO.

16. VARIATION IN STOCK OF CYLINDERS/REGULATORS/VALVES ETC.

a) "BPCL" shall, on the basis of reports and statements submitted by "Bottler verify the stock, on monthly basis, of

- i) LPG cylinders covered under clauses 4 to 8.**
- ii) Regulators and valves covered under Clause 9.**
- iii) Cylinder consumables covered under Clause 10.**

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For ascertaining the correct stock of the items mentioned above, A joint inspection by the representatives of "BPCL" and "Bottler shall be conducted at "the LPG Bottling Plant" for reconciling the physical stock of the items above referred. In case any shortage of LPG Cylinders, regulators, valvesThe deduction of such established shortage will be recovered at the specified penal rate

b) BPCL shall raise debit note on "Bottler for shortage of cylinders/valves/regulators, etc., noticed as above at following penal rates:

S. No.	Description	Rs./Unit (Excluding GST)
1	Cylinder-5.0 Kg	1700/-
2	Cylinder-14.2 Kg	3300/-
3	Cylinder -19.0 Kg VOT Cylinder - 19.0 Kg LOT	3600/- 5850/-
4	Cylinder -35.0 Kg VOT Cylinder - 35.0 Kg LOT	6000/- 8250/-
5	Cylinder – 47.5Kg VOT Cylinder – 47.5Kg LOT	7350/- 9600/-
7	Regulators	250/-
8	LPG Cylinder Valve (SC-Type)	350/-
9	LPG Cylinder Valve (LOT -Type)	2250/-
10	Safety Cap	4/-
11	Bulk LPG	(As per Rate applicable for the month, Location for Non Domestic Non-Essential category)
Note: The rates may be revised from time to time based upon the procurement pricing and the same shall be communicated from time to time. Any deduction shall be made based upon the prevalent rates + GST (As applicable)		

Any Spurious/BPCL equipment for which no proper records found available during joint inspection/inspection by any BPCL official/inspecting agency will be charged at the above rates mentioned for respective equipment.

These rates are likely to be revised from time to time which will be communicated to "Bottler as and when revision takes place. Bottler shall pay the amount specified in

Open tenders for availing bottling assistance of 12 TMTA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

the debit note within 15 days of receipt thereof failing which amount will be deducted from bills payable to Bottler”

17. MAINTENANCE OF ACCOUNTS

“Bottler will provide the services for completing the documents in respect of bulk LPG, receipt of empty cylinders, delivery of filled cylinders, sales, collection and depositing of cheques/bank drafts and other reports and all other connected work as may be prescribed by BPCL . Details of accounting procedure to be followed for accounting of receipt of empty cylinders and sending out filled cylinders shall be advised by BPCL.

“Bottler will also be briefed in detail regarding the receipt of order/remittances from BPCL dealers, the accounting of the remittances received and banking the same.

“Bottler shall maintain at "the LPG Bottling Plant", true and correct accounts of

- i) The quantity of LPG in bulk received from "BPCL" as referred in clauses 3 & 4,
- ii) Cylinders received from the manufacturers authorized by 'BPCL" and from "BPCL" distributors, as referred in clause 5, iii) Filled cylinders

as referred in clause 12, iv) Spurious cylinders received and

segregated as mentioned in clause 7,

- v) Empty cylinders sent for cold/hot repairs and mandatory testing received after such repairs and testing, as referred in clause 6 (c),
- vi) Defective and spurious cylinders received from authorized distributors of "BPCL" as referred in clause 6.
- vii) Regulators and valves received from "BPCL", as covered under clause 9,
- viii) Regulators dispatched to "BPCL" distributors, as per clause 9,
- ix) Compilation and submission of consolidated report on all the activities mentioned from (i) to (viii),

"Bottler shall make available the records mentioned above for inspection by "BPCL"." at any time whenever asked for.

18. CHARGES FOR SERVICES

- a) “BPCL" shall pay “Bottler additional charges for associated services like Degassing, stenciling, Re-painting & statutory testing (if such activities are carried out by the party on request of the BPCL) at mutually agreed rates. The same shall not be binding on the party b) "Bottler shall submit their monthly bills with supporting details for verification to "BPCL", at the end of each calendar month for the services enumerated in this clause , to the Controlling Regional Offices of M/s BPCL.

Open tenders for availing bottling assistance of 12 TMTA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

c) "BPCL" shall pay the bills of Bottler within 15 days from the date of receipt of bills by them.

d) "BPCL" shall, however, be entitled to adjust/recover from the bills of Bottler the amounts claimed by them and not paid by Bottler of out of the bills for the services rendered by Bottler and covered under this clause.

19. PLANT OPERATION

a) "Bottler shall operate "the LPG Bottling Plant" by engaging their own suitably and technically qualified and trained employees and operate the plant in an efficient manner.

b) "Bottler shall be solely responsible for running "the LPG Bottling Plant" to fulfil their obligation under this Agreement fully and completely without any responsibility on "BPCL" for the same.

c) "Bottler shall be solely responsible for non- operation of "the LPG Bottling Plant" for all or any of the reasons of whatsoever nature without any reference to "BPCL" and shall also be responsible for any losses that may accrue to "BPCL" on account of such nonoperation.

20. COMPENSATION IN CASE OF BAD WORK

If it shall appear to "BPCL" that any work has been executed by "Bottler with bad, imperfect or unskilled workmanship and are not meeting the standard specified. "Bottler shall on demand in writing from "BPCL" specifying the work complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove or re-execute the work at their expense.

21. LIQUIDATED DAMAGES & PENALTIES AGAINST IRREGULARITIES

Actions in Case of Non adherence to MGQ

Volumes have been assured by BPCL for the bidder. The same is based upon the assurance from the Bidder for developing and operating sufficient facilities for bottling of 12 TMTA i.e. average 40 MT / day in a day. However, if the party is not able to honour MGQ due to reasons inherent to them despite availability of adequate bulk / equipment etc, then the party shall be liable to pay BPCL the charges equivalent to the difference in qty. from MGQ as demonstrated below assuming finalised Bottling charges of Rs. 850/- per MT (excl. GST) and shortfall in Bottling vis-a-vis MGQ as 1000 MT in a particular year.

a. Difference in Qty. vis-à-vis MGQ =	1000 MT
b. Bottling charges (Rs per MT) =	850/-
c. Compensation by the Party (Rs) =	850 x 1000 x 0.6 = Rs. 5.10 Lac

The same shall be recovered by "BPCL" from the amounts payable to "Bottler. Should the amount of liquidated damages is not recovered in any manner in part or in full within the specified time, the same shall be liable for recovery from the party pending bills/security deposit/BG from "Bottler with (PLR+2 %) interest per annum for the period of delay.

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Actions in Case of Irregularities -

Bottler shall be liable for following penalties against lapses mentioned therein, during the execution of the contract:

Sl No	Established Irregularities	Proposed Penal Action/ Financial Penalty			
		Instance I	Instance II	Instance III	Instance IV
1	Non-compliance of the deviations in the tender terms & conditions observed during periodic inspections.	Caution/warning	Rs 10000/-	Rs 25000/-	Suspension for 15 days
2	Continuation of Filling operation with critical equipment in nonoperating condition i.e., Inline Weighing Scale, CVT or ELD or OLD, Testbath etc	Caution/Warning	Rs 25000/-	Rs 50000/- & Suspension for 15 days	Termination
3.	Stock variation during inspection/reconciliation				
	a) Bulk product	(a) In case stock loss handled but less than 5MT , cost of differential product @	(a) In case stock loss handled but less than 5MT , cost of differential product @	(a) In case stock loss volume handled but less than 5MT , cost of differential	(a) Termination

		packed commercial rates will be levied.	packed commercial rates plus Rs 25000/- will be levied.	product @ packed commercial plus Rs 50000/- as penalty will be levied	
		b) In case of stock loss more than 5MT, cost of differential product @ packed commercial rate and Rs 50000/- as penalty will be levied	b) In case of stock loss more than 5MT, cost of differential product @ packed commercial rate and Rs 100000/- as penalty will be levied	(b) In case of stock loss more than 5MT, Termination of contract along with recovery of differential product cost @	

Open tenders for availing bottling assistance of 12 TMTA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

				packed comm. rate	
	b) Shortage of Cylinder	Penal tariff and Rs 10000/- as penalty	Penal tariff and Rs 25000/- as penalty	Penal tariff and Rs 100000/- as penalty	Termination
4	Failure of daily stock recording, filling entry & Stock gain/loss booking in SAP/JDE	Caution/ Warning	Rs 10000/-	Rs 25000/-	Suspension for 15 days
	Quality				
5	Variation in net weight beyond permissible limits as per W&M Act in sample size of 32 nos marketable cylinders or detection of Valve/O- Ring leak or statutory test due cylinder or combination of any of these defects / deviation from checked during inspection at plant.	Rs 10000/-	Rs 25000/- & suspension for at least 15 days	Rs 50000/- & Suspension for at least 15 days	Termination
6	Unauthorized usage/selling of bulk and packed product.	Cost of product involved @ commercial packed and penal tariff and Rs 1,00,000/- as penalty	Termination		

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7	Any instance of observed decantation of LPG of any other omc or parallel marketer or filling/stock of LPG cylinders of any other parallel marketer or unaccounted BPCL cylinders within the plant premises.	Caution/warning with Penalty @ Rs 100000/-	Termination		
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NOTES:

1. In case, irregularity leading to suspension happens for 3 times during the contract period, the party shall be terminated in the 4th instance.

2 Before imposing any penalty as above (other than Caution/warning and those covered under the Agreement) against the irregularity, Vendor will be given opportunity to submit explanation. Action shall be taken in case explanation is found to be unsatisfactory.

Apart from the penalties as specified above, disciplinary action as deemed fit may be initiated against the party during the course of contract, if the party fails to adhere to the terms & conditions as mentioned in the tender document.

3. In case of suspension, the MGQ shall stand reduced for proportionate volumes.

4. Penalty amount is excluding GST implications on the same. Any GST payable on the same shall be additional.

22. SECURITY DEPOSIT

“Bottler will have to make a security deposit of (Please mention) Lakhs in the form of a Bank Guarantee as per format given by "BPCL" (Attachment-ix) within the time limit of 15 days from the date of intimation of acceptance of their tender, failing which "BPCL" reserves the right to cancel the acceptance of tender and forfeit EMD of the Bottler. The security deposit shall be forfeited in case Bottler determines this agreement or BPCL terminates this agreement for the reasons mentioned in clause 35(b).

23. SUBLETTING OF WORK

No part of the work covered under this agreement nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by “Bottler directly or indirectly to any firm or company whatsoever, without the prior consent in writing of "BPCL".

24. SUSPENSION OF WORKS

In case the private bottler fails to adhere to the requirements of the operational parameters or carries out operations in violation of the terms & conditions/ safety requirements, BPCL reserves the right to suspend the bottling assistance for a specified period or as decided by BPCL.

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Subject to the provisions of this agreement, Bottler shall if ordered in writing by "BPCL" for reasons recorded, suspend all or any part of the work contained in this agreement for such period and such time so ordered by "BPCL" and shall not, after receiving such written order, proceed with the work therein ordered to be suspended until they receive a written order from "BPCL" to re-start.

25. INSPECTION OF WORKS

"BPCL" shall inspect "the LPG Bottling Plant" at any time and "Bottler shall afford every facility and assistance to carry out such inspection. "Bottler will ensure recommendations arising out of these inspections are complied with within reasonable time frame if the time frame is not mentioned in the recommendation.

26. DAMAGE TO PROPERTY

"Bottler shall be responsible for making good to the satisfaction of "BPCL" any loss of and any damage to properties belonging to "BPCL" within "the LPG Bottling Plant", if such loss or damage is due to fault and/or the negligence or willful acts of omission of "Bottler their employees, agents, representatives or sub-agreementors.

"Bottler shall keep "BPCL" indemnified of all claims for damage to "BPCL" property arising under or by reason of this clause.

27. SAFETY

- a) "Bottler shall observe and follow all safety regulations enforced from time to time by "BPCL", Chief Controller of Explosives, Directorate of Industrial Safety, Environment and Pollution Control Board or any other statutory, local or central authorities from time to time. "Bottler shall indemnify "BPCL" of any liability arising due to non-observance of above regulations.
- b) "Bottler shall take all reasonable care in handling "BPCL" product, cylinders, valves, regulators etc. and shall observe all requirements and regulations governing their storage, handling, transportation, etc. "Bottler shall indemnify and hold "BPCL" harmless in case of any penalty or other proceedings due to any infringement/non-observance of any statutory obligations or government directive relating thereto.
- (c) Risk Analysis, ERDMP & HAZOP shall be conducted by Bottler of the "LPG Plant" at a frequency as per Statutory requirement, through any of the parties approved by BPCL and the respective State Pollution Control Board.

28. TAXES

"Bottler shall pay all taxes, levies, duties and statutory payments payable under all or any of the statutes etc., now or hereafter imposed, increased from time to time in connection with the bottling rendered by them at "the LPG Bottling Plant" including fees for CCE license, factory license, land rentals, etc. Bottler shall defend, indemnify

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and hold BPCL harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violations by them of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against "BPCL" arising under, growing out of, or by reasons of the work provided for in this agreement, by third parties, or by Central or State Government ' authorities or any administrative sub-division thereof or local authorities. Bottler shall, in case any such demand is raised against "BPCL", and "BPCL" has no way but to pay and pays/makes payment of the same, "BPCL" shall have the right to deduct the same from the amounts due and payable to "Bottler. Bottler shall not raise any demand or dispute in respect of the same but may have recourse to recover/receive from the concerned authorities on the basis of the certificate of "BPCL" issued in that behalf.

29. INSURANCE

"Bottler shall take insurance policy at their own cost including under the Public Liability Insurance Act, 1991 as applicable. "Bottler shall also arrange insurance against risk such as fire and explosion, terrorist act, flood, cyclone, etc. at their own cost for all assets belonging to "Bottler"

"Bottler in their own interest shall insure" the LPG Bottling Plant " and equipments, trucks for packed transportation therein against various risks, injury caused to property of "BPCL", life of their employees and distributors. Bottler shall also take insurance for the cost of LPG and the equipment that will be placed by BPCL. This amount shall be reviewed every year and Bottler shall accordingly take Insurance for the revised amount.

30. LICENSES

"Bottler shall obtain, possess and renew at their cost, various licenses required under the law for operation of "the LPG Bottling Plant". Bottler shall keep BPCL indemnified against any actions from Statutory authorities due to failure of Bottler with statutory requirements.

31. INDEMNITY- Bottler shall keep. BPCL indemnified against any claims from Sales tax Departments, Excise/Customs Departments, all other claims from any individual or firm arising out of any action/failure to take action on the part of Bottler.

32. RIGHTS

This Agreement shall not be construed as creating any right, title or interest or tenancy right in favor of Bottler on bulk product/cylinders/ consumables provided under this agreement.

Bottler shall not undertake filling of any cylinders other than that of "BPCL".

33. PROPERTY IN GOODS ETC.

It is clearly understood by "Bottler that the quality of LPG stored at " The LPG Bottling Plant ", the LPG regulators and valves, all those other equipments, properties and machineries of " BPCL" kept lying and stored or placed at " the LPG Bottling Plant" shall always remain the property of BPCL .

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34. FORCE MAJEURE

A) "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances beyond the reasonable control of a Party that materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Agreement, provided, however, that such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of due diligence and reasonable care.

B) "Force Majeure Events" hereunder shall include each of the following events and circumstances, but only to the extent that they satisfy the above requirement.

i) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockage, embargo, revolution, riot, insurrection, civil commotion, act of terrorism, or sabotage.

ii) Strikes, work to rule or go-slows that the premises of the Parties hereto or are widespread or nationwide.

C) Other events beyond the control of the affected Party ("Other Force Majeure Events") including, but not limited to.

i) Lightning, fire, earthquake, flood, storm, cyclone, typhoon, or tornado or any other Acts of God.

ii) Explosion or chemical contamination (other than resulting from an act of war).

iii) Epidemic or plague.

D) Restraints or regulation of any State of Central Government or Statutory or Local Authority

Neither Party to this Agreement shall be liable for non-performance of any of its obligations under this Agreement in so far as such non-performance is occasioned by "Force Majeure" event nor shall this agreement come to an end on account thereof.

The notice of occurrence of any such factor shall be given by the affected Party within a period of 48 hours of the occurrence of such factors. The performance of the respective obligations of the Parties under this agreement shall be resumed soon as such factors, which have resulted in the non-performance, cease to occur. A 48 hours notice regarding the cessation of such factors should be given by either Party before the performance is resumed/is called upon to be resumed.

Notwithstanding anything contained herein, if an event of force majeure occurs and is likely to continue for a period in excess of 30 days, the Parties shall meet to discuss the consequences of Force Majeure and the course of action to be taken to mitigate the effects thereof to be adopted in the circumstances including termination of the agreement.

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35. TERMINATION OF THE AGREEMENT

- a) During the currency of this Agreement, BPCL may terminate the agreement for breach of any of the terms and conditions of this Agreement. However BPCL shall give to the Bottler notice in writing to ratify such breach and if the Bottler still fails to ratify such breach within 30 days of receipt of notice then BPCL may terminate this agreement
- b) "BPCL" may inter-alia terminate the agreement for any or all of the following reasons that "Bottler have":
 - i) Abandoned the work specified in the agreement.
 - ii) Without any lawful reasons suspended the work for 15 consecutive days.
 - iii) Neglected or failed to observe and perform all or any of the terms, acts, matters or things under this agreement to be observed and performed by the contractor.
 - iv) Acted in any manner to the detrimental interest, reputation, dignity, name or prestige of "BPCL".
 - v) Without authority acted in violation of the terms and conditions of this agreement
- c) The BPCL can foreclose the contract in case of various considerations like fuel substitution by PNG/ CNG, withdrawal of subsidy, change in Govt policies etc. which leads to reduction in local LPG demand after giving a notice of 6 (six) months without any compensation.
- d) On the termination of this agreement, should there be any money due to BPCL, the licensee undertakes to pay the same in seven days to BPCL at its office at Kochi. On the termination of the License and permission the licensee will immediately hand over to BPCL peaceful possession of bulk LPG, Cylinders, Valves, Regulators, consumables, documents, etc.
- e) The Licensee shall not at any time whether during the period of this agreement or after its termination divulge or make known any confidential information concerning the accounts, secret processes or any other particulars in any way relating to the business of BPCL.
- f) The Licensee shall not at any time during the continuance of this agreement pledge the credit of BPCL.
- g) In the event of the termination of this agreement under the provisions herein above contained the licensee shall not be entitled to any compensation or claim any loss or damage from the corporation in respect of goodwill or otherwise.

36. ARBITRATION

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below:

- a. The dispute or difference shall be referred to a sole arbitrator.

Open tenders for availing bottling assistance of 12 TMTA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

- b. The arbitration shall be through The Madras High Court Arbitration Centre.
- c. The Rules of the above-mentioned Institutional Arbitration Forum shall be applicable to the arbitral proceedings.
- d. The Indian Arbitration and Conciliation Act 1996 and Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.
- e. The seat of arbitration shall be at Chennai.
- f. The proceedings shall be conducted in English language.
- g. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.
- h. The following shall not be referred to arbitration:
- i. Disputes having financial claims less than Rs. 5 lakhs.
 - ii. Disputes, which can be referred to Appellate Authority under MDG or any other similar forum.
- i. Notwithstanding anything contained herein above (except 'h'), upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator including employee of BHARAT PETROLEUM Corporation Ltd.

37. NOTICE

- a. All notices required to be given and approvals required to be obtained here under shall be given and obtained in writing.
- a) All notices required to be served by either Party here to upon the other shall be deemed properly served if delivered, in case of BPCL, at _____ addressed to _____ (Designation)and in the case of M/s _____ (Bottler), if sent by Post or delivered by hand at _____ addressed to _____ (Designation) .

38. SCHEDULE -

Schedule I (Description of land)

Schedule II (Description of storage tanks, sheds and other facilities for storing and bottling of LPG Cylinders).

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In WITNESS whereof the Parties hereto have signed the agreement on the date, month and year first herein above written.

Signed and delivered by
BHARAT PETROLEUM CORPORATION LIMITED

Through its Constituted Attorney. _____

In the presence of

1)

2)

Signed and Delivered by

M/s. _____

Through “ _____ ”

In the presence of:

1)

2)

Open tenders for availing bottling assistance of 12 TMTPA from ready built LPG plants for offering bottling assistance in or around Kanpur, UP.

ANNEXURE - FORMAT FOR UNPRICED SOR FOR PRICE BREAKUP
(RATES TO BE QUOTED IN GeM PORTAL)

AVAILING BOTTLING ASSISTANCE FROM PRIVATE BOTTLERS (IN OR AROUND KANPUR)

S.No	Description of service	QTY(A)	UOM	RATE PER MT(B)- Without GST	BASIC VALUE (A*B)	GST	TOTAL AMOUNT (A*B) +C
						AMOUNT ON BASIC VALUE (C)	
1	Providing LPG Bottling Services in or around Kanpur, UP	12000	MT				

IMPORTANT NOTES:

- A. Bidders shall quote the rates in the above format provided in the GeM portal.
- B. Total amount including (GST) shall be considered as Bid Value for the tender on the GEM portal.

Rates once quoted in the GeM portal cannot be changed after the due date/due time of opening of tenders. Hence, quote your rates accordingly

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INFORMATION REGARDING THE TENDERER

1. Name of the firm :
2. Vendor Code in BPCL(If available) :
3. Whether Public Ltd./Private Ltd./Proprietorship Or Partnership Firm :
4. Year of Establishment :
5. Registered Office address with Pin Code :
6. E-mail address of Registered Office :
7. Phone No./Fax No. of the Registered Office :
8. PAN Number of the Company / Partnership Firm /Proprietorship Firm :
9. Name & Designation of the Holder of Power of Attorney on behalf of Company / Proprietorship firm or Partnership firm :
10. Name of the Partners with their profit sharing Ratio :
11. Address of Holder of Power of Attorney With telephone No./Fax No./E-mail ID :
12. Address of the Factory where Job To be carried out with Pin Code number :
13. Telephone. No. / Fax Number & E-mail ID of the factory premises :
14. Name of Banker/full address with details of : Account No., Type of

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Account, Bank MICR Code. **Enclose
cancelled cheque.**

15. Head Office Address, if any, with Tel. No./Email ID :

Date:10.11.2025

GENERAL CONDITIONS OF CONTRACT (GCC)



BHARAT PETROLEUM CORPORATION LIMITED

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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 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

- 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 ensue 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 ANDHOLIDAYS:

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 BY OWNER:

- 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 LUMP SUMS 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, M/s. M1 xchange, M/s C2treds and 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.

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 proceeding 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 vehicles plying 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 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 DISPUTE RESOLUTION:

- i) In the event of a dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with BPCL Mediation Scheme, 2025. The venue of mediation proceedings shall be at _____ (Region/HQ from where the tender has been floated). BPCL Mediation Scheme 2025 can be accessed at <https://www.bharatpetroleum.in/images/files/bpcl-mediation-scheme-2025.pdf>
- ii) If the dispute is not settled by mediation in terms of BPCL Mediation Scheme, 2025, then the dispute shall be referred for adjudication through a court of competent jurisdiction in India.
- iii) The governing law of the contract shall be the substantive laws of India.
- iv) Neither party shall be entitled for any pre-filing interest, i.e., from the date of cause of action till the date of filing of civil suit. Parties agree that any claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to grant any pre-filing interest to either of the parties.
- v) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also

between CPSEs and Government Departments/Organisations (excluding disputes relating to 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. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

(* 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 there of 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. Dispute Resolution:

19.1 In the event of a dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with BPCL Mediation Scheme, 2025. The venue of mediation proceedings shall be at _____ (Region/HQ from where the tender has been floated). BPCL Mediation Scheme 2025 can be accessed at <https://www.bharatpetroleum.in/images/files/bpcl-mediation-scheme-2025.pdf>

19.2 If the dispute is not settled by mediation in terms of BPCL Mediation Scheme, 2025, then the dispute shall be referred for adjudication through a court of competent jurisdiction in India.

19.3 The governing law of the contract shall be the substantive laws of India.

19.4 Neither party shall be entitled for any pre-filing interest, i.e., from the date of cause of action till the date of filing of civil suit. Parties agree that any claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to grant any pre-filing interest to either of the parties.

19.5 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organisations (excluding disputes relating to 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. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

(* 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 :

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

I N D E X

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

GENERAL PURCHASE CONDITIONS

1. DEFINITIONS:

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

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

2. REFERENCE FOR DOCUMENTATION:

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

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

4. LANGUAGE:

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

5. PRICE:

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

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

6. TAXES AND DUTIES:

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

6.1 GST:

- 6.1.1. GST extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of GST applicable at present. Any upward variation in GST rates, beyond the contractual delivery period, shall be to vendor's account.
- 6.1.2. In case GST is not applicable at present: In case GST gets levied due to change in turnover of Vendor/Supplier, shall be borne by the vendor/supplier. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 6.1.1. In case of change in stand of vendor/supplier about applicable rate of GST towards higher side, the same will not be payable.
- 6.1.3. Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST / Cess should be quoted separately wherever applicable.

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

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

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

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

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

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

6.2 FREIGHT:

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

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

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

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

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

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

7. INSPECTION:

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

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

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

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

- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its

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

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

8. SHIPPING:

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

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

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

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Vendor's Name

Consignee: Bharat Petroleum Corporation Limited

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

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

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

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

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

for inspection charges whenever applicable.

- 9. INDIAN AGENT COMMISSION:**
Any offer through Indian agents will be considered only after authorization mentioning them as Indian agents, is received from Vendor. Indian agents commission if applicable will be payable only in Indian currency. Indian agents should be registered with Directorate General of Supplies and Disposals, Government of India and agency commission will be payable only after registration with DGS&D, New Delhi.
- 10. ORDER AWARD/ EVALUATION CRITERIA:**
Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, GST, Freight, Inspection Charges, Supervision of Installation & Commissioning and other taxes & levies, loading etc., if any, reduced by Input tax Credits as applicable.
- 11. CONFIRMATION OF ORDER:**
The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.

12. PAYMENT TERMS:

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) / Insurance Surety Bond for 5% of basic order value if PBG is applicable for the tender. The eligible MSME bidders can avail Bill discounting facility as follows.
- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :
- a) Invoice
 - b) GST invoice
 - c) The Lorry Receipt of the consignment
 - d) Packing list for the consignment
 - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
 - f) Manufacturers Test/Composition Certificate, wherever applicable
 - g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
 - h) Guarantee/Warranty Certificate(s), wherever applicable.
 - i) Original Receipt for other statutory levies as applicable.
 - j) Performance Bank Guarantee / Insurance Surety Bond as applicable.
- 12.4. The eligible MSME bidders can avail the discounting facility as follows: -

Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate discounting of trade receivables of MSMEs from corporate buyers through invoice discounting by multiple financiers. Bharat Petroleum Corporation Limited (BPCL) is registered with TReDS platform of the aggregators M/s. Receivables Exchange of India Ltd (RXIL), M/s Invoice mart, M/s. M1 xchange, M/s C2treds and 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.

13. GUARANTEE/ WARRANTY:

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

vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.

- 13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEES / INSURANCE SURETY BOND:

- 14.1. Vendor will have to provide Performance Bank Guarantee / Insurance Surety Bond for 5% of the basic value of purchase order unless otherwise specified. This bank guarantee / Insurance Surety Bond shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee / Insurance Surety Bond shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure-I / Annexure – II as applicable.

In case, PBG / Insurance Surety Bond is not provided by the Vendor, 5% of the basic value shall be retained in lieu of PBG / Insurance Surety Bond, till the expiry of guarantee / bond and claim period. In the case of imports, the Supplier shall furnish the Performance Bank Guarantee (as per Annexure-I) through the following:

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

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

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

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

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

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

- a. The issuing bank is on SFMS platform
- b. SFMS Message type used is 760 COV and SFMS Delivery report/ Message copy is sent along with original BG
- c. For BG amendment, message type 767COV is to be used.
- d. SFMS contains following details:
 - i. Beneficiary's bank name: ICICI Bank
 - ii. IFSC Code: ICIC0000393
 - iii. BPCL'S Customer ID: 8PCL583493800

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

15. PACKING & MARKING:

15.1 PACKING:

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

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

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

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

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

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

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

- 15.1.12 Wherever required, equipment/ materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.
- 15.1.13 Pipes shall be packed as under:
- (a) Upto 50mm NB in wooden cases/ crates.
 - (b) Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
 - (c) Above 100mm NB in loose.
- 15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.
- 15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing. In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.
- 15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.

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

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

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

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

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

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

BHARAT PETROLEUM CORPORATION LIMITED

(With detailed address as given in Special Purchase Conditions)

From :

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

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

NOTE:

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

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

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

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

16. DELIVERY:

16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.

16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.

- 16.3. The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.
- 17. UNLOADING AND STACKING:**
Unloading and stacking will be arranged by BPCL. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action.
- 18. TRANSIT INSURANCE:**
Unless otherwise mentioned,
- 18.1. Transit Insurance shall be covered by BPCL against its Mega Package Policy only where risk/reward has been transferred to BPCL.
- 18.2 In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading/airway bill are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.3. The Vendor shall send BPCL information of the proposed consignment well in advance by fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.4. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of e-mail to Bharat Petroleum Corporation Limited, (with detailed address as given in Special Purchase Conditions and/or purchase order) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.
- 19 VALIDITY OF OFFER:**
The rates quoted against this tender shall be valid for a period of 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.
- 20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:**
- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:

- 20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R destination contract.

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

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

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

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

21. RISK PURCHASE CLAUSE:

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

22. FORCE MAJEURE

Circumstances leading to force majeure

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

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than

due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- **Notification of Force Majeure**

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

- **Right of either party to terminate**

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

- **Payment in case of termination due to Force Majeure**

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

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

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

23. DISPUTE RESOLUTION:

23.1 In the event of a dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with BPCL Mediation Scheme, 2025. The venue of mediation proceedings shall be at _____ (Region/HQ from where the tender has been floated). BPCL Mediation Scheme 2025 can be accessed at <https://www.bharatpetroleum.in/images/files/bpcl-mediation-scheme-2025.pdf>

23.2 If the dispute is not settled by mediation in terms of BPCL Mediation Scheme, 2025, then the dispute shall be referred for adjudication through a court of competent jurisdiction in India.

23.3 The governing law of the contract shall be the substantive laws of India.

23.4 Neither party shall be entitled for any pre-filing interest, i.e., from the date of cause of action till the date of filing of civil suit. Parties agree that any claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to grant any pre-filing interest to either of the parties.

23.5 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organisations (excluding disputes relating to 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. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

24. INTEGRITY PACT (IP):

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

25. RECOVERY OF SUMS DUE:

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

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

27. PATENTS & ROYALTIES:

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

28. LIABILITY CLAUSE:

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

29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT :

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

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

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

30. COMPLIANCE OF REGULATIONS:

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

31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

32. NON-WAIVER:

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

33. NEW & UNUSED MATERIAL:

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

34. PURCHASE PREFERENCE CLAUSE:

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

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

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

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

35. CANCELLATION:

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

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

35.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

37. ASSIGNMENT:

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

38. GOVERNING LAW:

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

39. AMENDMENT:

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

40. NOTICES:

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

41. POLICY ON HOLIDAY LISTING:

The guidelines and procedures for Holiday Listing are available separately in BPCL website and shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders. It can be accessed using the following link: <https://www.bharatpetroleum.in/pdf/Holiday-Listing-Policy-2024.pdf>

42. ORDER OF PRECEDENCE FOR PURCHASES :

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

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

43. TERMINATION FOR CONVENIENCE:

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

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

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

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

44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

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

BPCL

VENDOR

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

Annexure I

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

To,
Bharat Petroleum Corporation Limited

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called 'the Company' which expression shall include its successors and assigns) having awarded to M/s. (Name)(Constitution).....(address) (hereinafter referred to as "The vendor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company's Purchase order No..... dated and the General and Special Purchase Conditions of the Company and upon the condition of vendor's furnishing security for the performance of the vendor's obligations and/or discharge of the vendor's liability under and / or in connection with the said supply contract upto a sum of Rs. (in figures).....Rs (in words)only amounting to 5% (five percent) of the total contract value.

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

AND the Bank hereby agrees with the Company that

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

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

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

under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

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

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

Annexure II

Form 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:.....