

Notice Inviting Tender

Bharat Petroleum Corporation Limited (BPCL)

SULTANPUR LPG BOTTLING PLANT



TENDER FOR THE JOB OF SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF OVERHEAD CONVEYOR, FALL PROTECTION ARRANGEMENT, DRIVE UNIT, PAINTING BOOTH, PRIMER BOOTH AND FULLY AUTOMATIC 10 HEAD HYDROTESTING UNIT, VALVE SCREW & UNSCREW UNIT AND CHECK SCALE AT SULTANPUR LPG BOTTLING PLANT

TECHNO-COMMERCIAL BID

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I- NOTICE INVITING TENDER (NIT)

Bharat Petroleum Corporation Limited, SULTANPUR LPG bottling plant, Amethi, Uttar Pradesh invites digitally signed e-tender in "Two-Bid System", (Part A: **Technical-Bid** with Commercial Terms and Part B: **Price- Bid**) from Company, partnership / proprietorship firm, Co-operative Society meeting the minimum BQC (bid-qualification criteria) for award of contract for **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF OVERHEAD CONVEYOR, FALL PROTECTION ARRANGEMENT, DRIVE UNIT, PAINTING BOOTH, PRIMER BOOTH AND FULLY AUTOMATIC 10 HEAD HYDROTESTING UNIT, VALVE SCREW & UNSCREW UNIT AND CHECK SCALE AT SULTANPUR LPG BOTTLING PLANT, UTTARPRADESH.**

TENDER SCHEDULE:

1.	Tender No	LPG.NR.SPR.DPT-EQUP/2026-27
2.	Name of work	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF OVERHEAD CONVEYOR, FALL PROTECTION ARRANGEMENT, DRIVE UNIT, PAINTING BOOTH, PRIMER BOOTH AND FULLY AUTOMATIC 10 HEAD HYDROTESTING UNIT, VALVE SCREW & UNSCREW UNIT AND CHECK SCALE AT SULTANPUR LPG BOTTLING PLANT, UTTARPRADESH
3.	Average Annual Turnover (for 3 years)	₹1,309,446/- (Thirteen Lakh Nine Thousand Four Hundred Forty-Six Rupees and Zero Paisa Only.)
4.	Earnest Money Deposit (EMD) (Returnable with no interest)	EMD not applicable
5.	E-Tender Website	GEM
6.	Date of Time of Opening of Bid	First BQC will be evaluated, followed by technical bid & subsequent price bid will be opened & evaluated.
7.	Verification of Documents submitted in the Tender with their Originals	Successful Tenderers will have to Present Original Documents for Verification to the Tender Inviting Authority within 7 days from the date of intimation.
8.	Contact Person	Ravi P. Bharti Associate Executive (Engineering), Sultanpur Contact Details - +91-9981356504, raviprakashbhar@bharatpetroleum.in

		Bal Krishna Plant Manager (LPG), Sultanpur Contact Details - +91-9829784282, balkrishna@bharatpetroleum.in
9.	Period of Contract	365 Days from the Date of LOI/Work order which can be extended further for another year on BPCL requirement.
10.	Expected commencement of the Works	From the date of placement of work order
11.	Validity of Quoted Rates	180 days from the date of closing of tender
12.	Scope of Work	Refer Chapter VI



II. GENERAL INSTRUCTIONS TO BIDDERS (GITB)

INTRODUCTION: -

Bharat Petroleum Corporation Limited (BPCL), a MAHARATNA Company, is one of the leading petroleum refining and marketing companies in India and has been serving the nation since its inception in 1952.

SULTANPUR LPG BOTTLING PLANT: -

Sultanpur LPG Bottling Plant intends to undertake the **Supply, Installation, Testing and Commissioning (SITC)** of various LPG cylinder handling and testing equipment at **Sultanpur LPG Bottling Plant, Uttar Pradesh.**

Accordingly, BPCL, Sultanpur LPG Bottling Plant, invites offers from eligible and technically competent bidders for the following:

“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF OVERHEAD CONVEYOR, FALL PROTECTION ARRANGEMENT, DRIVE UNIT, PAINTING BOOTH, PRIMER BOOTH, FULLY AUTOMATIC 10-HEAD HYDROTESTING UNIT, VALVE SCREWING & UNSCREWING UNIT AND ONLINE CHECK SCALE AT SULTANPUR LPG BOTTLING PLANT, UTTAR PRADESH.”

The above-mentioned equipment shall be supplied, installed, tested and commissioned at:

Bharat Petroleum Corporation Limited
Sultanpur LPG Bottling Plant
UPSIDC Industrial Area, Village – Tikaria,
Gauriganj, Amethi – 227409, Uttar Pradesh.

The successful Bidder shall execute the complete work in accordance with the **Scope of Work, General Conditions of Tender/Contract, Special Terms and Conditions, Technical Specifications, approved drawings, applicable statutory requirements and other provisions specified in the Tender Document.** The scope shall include, but shall not be limited to, **design, engineering, manufacturing/procurement, supply, transportation, installation, testing, commissioning, performance demonstration and handing over** of the specified equipment, complete in all respects, as detailed in the Tender Documents.

Offers are therefore invited from eligible Bidders for the above work. The Bidder shall carefully examine all Tender Documents and shall submit its offer strictly in accordance with the **Scope of Work, General Conditions of Contract/Tender, Special Conditions of Contract, Technical Specifications and other terms and conditions** stipulated in this Tender.

The complete system shall be supplied and commissioned in a **safe, reliable, efficient and operationally satisfactory condition**, meeting the specified technical and performance requirements of BPCL.

E-TENDER: -

Bids in **Two Parts (Part-I: Techno-Commercial Bid and Part-II: Price Bid)** are invited through the **GeM Portal** for the tender for:

“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF OVERHEAD CONVEYOR, FALL PROTECTION ARRANGEMENT, DRIVE UNIT, PAINTING BOOTH, PRIMER BOOTH AND FULLY AUTOMATIC 10-HEAD HYDROTESTING UNIT, VALVE SCREWING & UNSCREWING UNIT AND ONLINE CHECK SCALE AT SULTANPUR LPG BOTTLING PLANT.”

The Bidder shall submit its offer strictly in accordance with the **Tender Documents, Scope of Work, Technical Specifications, General Conditions of Contract, Special Conditions of Contract and all other attachments forming part of the Tender.**

Bidders are required to submit their Bids **online through the GeM Portal** within the stipulated date and time. Bids submitted through any other mode shall not be considered.

SITE VISIT: -

Bidders are advised to visit the **Bharat Petroleum Corporation Limited (BPCL), Sultanpur LPG Bottling Plant**, located at **UPSIDC Industrial Area, Village – Tikaria, Gauriganj, Amethi – 227409, Uttar Pradesh**, prior to submission of their Bids.

The site may be visited on any working day between **0900 hrs and 1730 hrs**, with prior coordination with the Engineer-in-Charge/concerned BPCL representative.

The purpose of the site visit is to enable the Bidders to familiarize themselves with the **site conditions, existing facilities, plant layout, access conditions, available infrastructure and the nature and quantum of work** involved under the Tender.

Bidders shall satisfy themselves regarding all site conditions and other factors that may affect the execution of the work before submitting their Bids. No claim arising out of lack of knowledge or understanding of the site conditions shall ordinarily be entertained after submission of the Bid.

Bidders requiring any clarification regarding the Tender Documents, Scope of Work, technical requirements or site conditions shall submit their queries in writing through **letter/e-mail to the Engineer-in-Charge**, clearly mentioning the **Bidder/Firm Name, Tender Reference, Clause No. and specific query**.

All Bidders are advised to thoroughly acquaint themselves with the **site conditions, Scope of Work, technical requirements and all Tender terms and conditions** before submission of their Bids. Any necessary clarification shall be obtained from BPCL **prior to submission of the Bid**.

Contact Person for technical / site queries:

- Ravi P. Bharti
Associate Executive (HSSE), Sultanpur
Contact Details - +91-9981356504, raviprakashbhar@bharatpetroleum.in
- Bal Krishna
Plant Manager (LPG), Sultanpur
Contact Details - +91-9829784282, balkrishna@bharatpetroleum.in

Bidders shall visit the location, at their own expense to see the site conditions before quoting for the job. Bidders should contact Engineer-in-charge / HSSE – in Charge for getting information required for visiting the site locations well in advance. Bidders to obtain all the information required for executing the contract from site. No request will be entertained on this count even if bidders choose not to visit. No claim whatsoever shall be entertained on this ground.

Bidders may submit the queries in the following format (in excel):

Sr	Tender Page No	Clause No	Clause	Clause details	Query

Bidders, fulfilling all the technical & commercial qualifying criteria as per the prequalification document attached, shall only be considered for further evaluation of bids.

EARNEST MONEY DEPOSIT (EMD): -

The EMD shall be arranged prior to the due date & time of opening of the "Pre-Qualification cum Un-Priced Technical cum Commercial Bid" to M/s. Bharat Petroleum Corporation Limited, SULTANPUR LPG Bottling Plant, Amethi, UP-227409.

The following categories of bidders are however exempted from depositing EMD: Units registered with National Small Industries Corporation (NSIC); Units falling under the Micro & Small Enterprises (MSEs) category and registered with authorities specified under Public Procurement Policy for MSEs and as defined under the MSMED Act 2006. Vendor shall submit the EMI and EMII certificate from DIC along with their offer. The above are subject to the fulfilling of under-mentioned conditions: -

Units should be registered with National Small Scale Industrial Corporation Limited (NSIC) or with any of the Authorities specified under the Public Procurement Policy for MSE's. (DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.) The Unit should be registered for the item tendered. The monetary limit, if any, indicated in the registration certificate should cover value of items ordered. Registration Certificate is valid for a period at least up to validity of the offer. Self-attested copy of valid relevant registration certificate should be submitted in support. Registration with DGS&D will not entitle a Tenderer to claim above exemption. Units registered with National Small Industries Corporation (NSIC) or MSE subject to:

Such bidders must upload appropriate proof along with their "Technical Bid", to show that they are eligible for the exemption from EMD (application for registration as NSIC / MSE or for renewal will not be acceptable), failing which such bid will be treated as bid received without EMD and liable to be rejected.

All MSEs who are having Udyog Aadhaar Memorandum (UAM) shall be given all benefits available under Public Procurement Policy for MSEs order 2012. Therefore, UAM shall also be accepted as a valid document for vendors seeking benefits under PPP for MSEs order 2012

Registration with DGS&D will not entitle the Bidder to claim exemption from payment of EMD.

“Earnest Money Deposit” (EMD), wherever applicable, shall be paid separately by Bank Guarantee/Demand Draft (DD) / Banker’s Cheque drawn in favor of Bharat Petroleum Corporation Limited and payable at Rae Bareilly.

EMD of other unsuccessful bidders shall be released after issuance of FOA/LOA/Contract Order against this tender. However, in case of a successful bidder the EMD shall be released on receipt of performance bank guarantee / Security Deposit.

Forfeiture of EMD - A tenderer who has submitted their bid shall not be permitted to alter/ amend or withdraw the bid, notwithstanding that the bid(s) has/ have not yet been opened/ finalized. A tenderer who purports to alter/ modify their offer after submission, within the validity of the offer shall be liable to have their offer rejected and their EMD forfeited/encashed.

The Earnest Money deposited by successful tenderer shall be forfeited if the successful tenderer fails to honor the offer terms prior to ordering and Contractual terms after issuance of FOA/LOA/contract Order.

Offers received without scan copy of EMD (DD/BG/Valid NSIC Certificate/Bank transfer details) in the e- tender and physically not received within 6 days after “Prequalification Bid” opening date (as indicated in the NIT or corrigendum thereof) are liable to be rejected.

OFFER VALIDITY: -

The Offers shall be valid for a period of 180 days from Tender Due Date/Extended Tender Due Date for placement of order.

TAXES AND DUTIES: -

Your quoted rates shall be inclusive of all applicable taxes and duties in the final bid in GeM Portal. Proper break-up of taxes and rates quoted to be clearly mentioned. Please note that submission of this form along with Technical / Unpriced Bid is mandatory.

Your rates shall remain firm till completion of work. The applicability of Taxes as a percentage rate of total quoted price shall be clearly mentioned in this form. If the information is not provided, it will be assumed that all taxes are included in your quoted price. In absence of valid registration, your offer will remain invalid and will not be considered for evaluation. In case GST is not applicable, please indicate the same as "Nil" while submitting this form.

Any statutory variation in GST or introduction of any new taxes and duties within the contractual completion period shall be to BPCL account, against submission of documentary evidence for substantiating the variation by way of relevant notification. However, in case of delay in the completion period beyond the contractual date, for reasons attributable to the contractor, any increase in these rates or any new taxes and duties introduced during the period beyond the contractual completion date shall be borne by the contractor, whereas any decrease shall be passed on to BPCL.

TAX DEDUCTION AT SOURCE (TDS): -

Income Tax deduction at source (TDS) at the applicable rates will be deducted from the running bills. Necessary certificates in this regard will be issued from BPCL.

FIRM PRICES: -

The **Contract Price** shall remain firm and fixed from the date of submission of the Bid until completion of the entire Work in all respects, including **Supply, Installation, Testing and Commissioning**.

No escalation or increase in the Contract Price shall be admissible to the **Bidder/Contractor** on any account whatsoever, including any increase in the cost of **materials, labour, transportation, fuel, statutory levies, duties or any other input costs**, during the entire Contract period and any approved extension thereof.

The Bidder/Contractor shall accordingly make adequate provision for all such factors while quoting its prices.

CONTRACT AGREEMENT: -

The successful Bidder shall be required to execute a formal **Contract Agreement** with the Owner in the prescribed format provided in the **General Conditions of Contract (GCC)**, within the stipulated period from the date of issuance/acceptance of the Letter of Award (LOA)/Work Order.

The successful Bidder shall sign and stamp all pages of the Tender Documents, including the **General Conditions of Contract, Special Conditions of Contract, Scope of Work, Technical Specifications, drawings, annexures and other attachments**, wherever applicable.

The Contract Documents shall comprise, but shall not be limited to, the following, which shall form an integral part of the Contract:

- a) **Contract Agreement** executed between the Owner and the Contractor on appropriate non-judicial stamp paper, duly signed by the authorized representatives of both parties.
- b) **Detailed Purchase/Contract Order/Letter of Award (LOA)** along with all applicable enclosures and attachments.
- c) **Tender Documents**, including the Scope of Work, Technical Specifications, drawings, annexures, schedules and other attachments.
- d) **Amendments/Addenda/Corrigenda/Clarifications** issued by the Owner to the Bidding Documents, if any.
- e) **All forms, declarations and documents submitted/uploaded by the Bidder** as part of the Technical Bid and Price Bid, including documents submitted through the GeM/e-Tendering platform.
- f) **Payment Terms:**
- g) Payment shall be released in the following stages, subject to successful execution of the respective stage of work, submission of complete supporting documents and certification by the Engineer-in-Charge:
 - i. **70% Payment – Supply of Equipment:**
70% (Seventy Percent) of the total Contract Value shall be released upon successful supply and delivery at BPCL Sultanpur LPG Bottling Plant of **all Materials and Equipment specified in the Tender**, in complete accordance with the approved technical specifications and Scope of Work, subject to inspection/verification and acceptance by BPCL.
 - ii. **30% Payment – Installation, Testing & Commissioning:**
The balance **30% (Thirty Percent) of the total Contract Value** shall be released after successful completion of **installation, testing and commissioning of all the supplied**

- Materials and Equipment**, including successful demonstration of satisfactory performance and handing over of the complete system to BPCL, duly certified by the Engineer-in-Charge.
- iii. Payment at each stage shall be subject to submission of all required invoices, delivery documents, test certificates, inspection/acceptance certificates, statutory documents and other supporting documents as applicable under the Contract.
 - iv. The payment shall be processed within **45 (Forty-Five) days** from the date of receipt of complete, correct and satisfactory supporting documents and certification of the respective stage of work, subject to compliance with all contractual and statutory requirements.
 - v. **No payment shall be released for partial supply under the 70% supply payment milestone unless specifically approved by BPCL in writing.**

TIME OF COMPLETION: -

The entire work covered under this Contract, including **Supply, Installation, Testing and Commissioning of all Materials and Equipment**, shall be completed in all respects within **Five (5) months from the date of issuance of the Letter of Intent (LOI)/Purchase Order (PO)**.

The completion period shall be considered **firm and binding** on the successful Bidder/Contractor. The Contractor shall make all necessary arrangements for timely procurement, delivery, installation, testing and commissioning to ensure completion within the stipulated period.

Any extension of the completion period shall be subject to **prior written approval of BPCL** and shall be governed by the applicable terms and conditions of the Contract, including provisions relating to **Liquidated Damages (LD)** for delay. In the event of delay in supply/delivery of Materials and Equipment beyond the stipulated delivery period, the successful Bidder shall be liable for **Liquidated Damages (LD) at the rate of ₹10,000/- (Rupees Ten Thousand only) per week or part thereof of delay**, subject to a maximum of **10% (ten percent) of the total Contract Value**.

III. BID-QUALIFICATION CRITERIA (BQC)

Supply, Installation, Testing and Commissioning (SITC) of an Overhead Conveyor, Fall Protection Arrangement, Drive Unit, Painting Booth, Primer Booth, Fully Automatic 10-Head Hydrotesting Unit, Valve Screwing & Unscrewing Unit, and Check Scale at Sultanpur LPG Bottling Plant.

1. TECHNICAL AND FINANCIAL QUALIFICATION CRITERIA

1.1 Past Experience – Service/ Similar Works

The Bidder or its Original Equipment Manufacturer (OEM), either directly or through its authorized reseller(s)/channel partner(s), shall have successfully supplied the same or similar category of products/equipment equivalent to any Central/State Government Organization, Public Sector Undertaking (PSU), or Public Listed Company.

For the purpose of this Tender, “Similar Work” shall mean:

Supply and Installation of LPG Cylinder Hydrotesting Units and/or Equipment used for LPG Cylinder Filling, Handling, Testing and allied operations at LPG Bottling Plants, including other associated LPG Bottling Plant Equipment.

The Bidder shall submit documentary evidence in support of the above experience, including copies of relevant Purchase Orders/Work Orders/Contracts and satisfactory evidence of successful execution/completion, clearly indicating the scope, quantity and value of the work executed, along with the name, address and contact details of the client for verification by BPCL.

1.2 Minimum Similar Service Experience Criteria

The Bidder shall meet any one of the following criteria:

- (a) Minimum one (1) completed contract of value ₹34.92 Lakh (₹29.69 Lakh for eligible MSME bidders) OR
- (b) Minimum two (2) completed contracts/orders, each of value ₹21.83 Lakh (₹18.56 Lakh for eligible MSME bidders) OR
- (c) Minimum three (3) completed contracts/orders, each of value ₹13.97 Lakh (₹11.88 Lakh for eligible MSME bidders).

The qualifying experience shall be considered only where the submitted documentary evidence clearly establishes the successful completion/execution of the relevant similar work within the specified period.

2. FINANCIAL CRITERIA

2.1 Average Annual Turnover

The Bidder shall have a minimum Average Annual Financial Turnover equivalent to 30% of the Estimated Tender Value during the last three (3) financial years, ending on 31st March of the preceding financial year.

Accordingly, the minimum Average Annual Turnover required for this Tender shall be:
₹13.09 Lakh (Rupees Thirteen Lakh Nine Thousand only).



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Bharat Petroleum Corporation Limited

A Govt of India Enterprises

The Bidder shall submit duly authenticated/audited financial statements, Chartered Accountant certificates or other acceptable documentary evidence as specified in the Tender Documents in support of the declared turnover.

2.2 Net Worth

The **Net Worth of the Bidder/OEM shall be positive** as per the **latest audited financial statement** available as on the Bid Opening Date.

For the purpose of this Tender:

Net Worth = Paid-up Share Capital + Reserves & Surplus – Accumulated Losses – Deferred Expenditure – Miscellaneous Expenditure not written off, as applicable.

The Bidder shall submit the latest audited financial statements and/or a certificate from a practicing Chartered Accountant in support of the Net Worth requirement.

3. NOTES ON BQC / PRE-QUALIFICATION CRITERIA

- i. Mere submission of information/documents and apparent fulfilment of the qualifying criteria shall **not automatically entitle the Bidder to technical qualification**. BPCL reserves the right to verify the authenticity and adequacy of the documents submitted. In the event any document, information, declaration or certificate submitted by the Bidder is found to be **false, forged, incorrect, misleading or materially incomplete** at any stage, BPCL shall have the right to reject the Bid/terminate the Contract, as applicable, and **EMD/SD/Performance Security, if submitted, shall be liable for forfeiture**. The Bidder may also be liable for **Holiday Listing/other action as per BPCL's applicable policies and procedures**.
- ii. Notwithstanding any other provision of the Tender Documents, in case of **ambiguity, deficiency or incomplete documentation** pertaining to the BQC, BPCL may provide the Bidder **one opportunity only**, with a specified deadline after opening of the Bid, to submit complete and unambiguous documentary evidence in support of compliance with the BQC. If the Bidder fails to submit the required documents within the stipulated period, or submits incomplete/unacceptable documents, the Bid shall be **liable for rejection**.
- iii. The Bidder shall submit **duly authenticated/notarized documentary evidence**, wherever specifically required under the Tender, in support of the claimed past experience and other BQC requirements. BPCL reserves the right to independently verify the submitted documents with the issuing/client organization.
- iv. **Relaxation in Prior Experience and Turnover:** In view of the **safety-critical nature of the equipment and its intended use in an LPG Bottling Plant**, relaxation in the stipulated **Prior Experience and Prior Turnover criteria shall not be applicable to Micro and Small Enterprises (MSEs) or Start-up bidders** for this Tender. Accordingly, all participating Bidders, including MSEs and Start-ups, shall mandatorily comply with the **specified Pre-Qualifying Criteria (PQC/BQC)**.
- v. The Bidder shall ensure that the experience claimed for meeting the BQC is **directly relevant to the scope of this Tender**. BPCL's decision regarding the acceptability of the submitted experience/documentary evidence shall be **final and binding** for the purpose of technical qualification.
- vi. Where experience is claimed through an **OEM, authorized reseller or channel partner**, the Bidder shall submit documentary evidence establishing the relevant authorization/association and the OEM's compliance with the applicable technical and experience requirements.

IV. Technical Bid

1. The bidder shall submit **acceptance of the complete technical specification along with a duly filled and signed technical compliance statement**. The technical bid shall be evaluated based on the bidder's **relevant experience, technical capability and submission of all required documents**.
2. **Similar Work Experience**
For the purpose of this tender, “Similar Work” shall mean: **Supply and Installation of LPG Cylinder Hydrotesting Units and/or LPG Bottling Plant Equipment & allied equipment’s i.e PESO/CCOE approved Equipment’s at LPG Plants.**
3. The bidder shall submit copies of relevant **Purchase Orders / Work Orders / Contracts**, along with documentary evidence of **successful execution/completion of the work**.
4. The submitted documents shall clearly indicate the **scope of work, order value, date of order and completion status**, along with the **name, address and contact details of the client** for verification by the Buyer.
5. **Mandatory Technical Documents:-** The technical bid shall also include the following duly signed and self-attested documents, wherever applicable:
 - a) Experience Certificate / Work Completion Certificate. Copy of Signed Agreement/PO copy/Work order/LOI or any other document which shows value of awarded works.
 - b) **Company’s registration Certificate/ Certificate of Incorporation/ Partnership Deed/ Any other registration certificate such as Shop Act, Labour, PF, ESI as applicable**
 - c) Signed acceptance of Technical Specification and Technical Compliance Statement.
 - d) Signed **General Conditions of Contract (GCC)**.
 - e) Signed **General Purchase Conditions (GPC)**.
 - f) **Signed & Stamped copy of Scope of Work (SOW)**
 - g) **Signed & Stamped copy of Special Terms and Conditions (STC)**
 - h) PAN Card.
 - i) Copy of Valid GST registration certificate
 - j) **Audited Balance Sheets and Profit & Loss Statements of the previous three consecutive financial years.**
 - k) **Signed & Stamped Price Bid- uploaded separately in Financial Bid.**
 - l) **CA Certificate (CA Letterhead) for MSE Preference (applicable if MSE certificate is submitted)- Annexure I**
 - m) **Declaration for Tender Acceptance (Acknowledgment Sheet that bidder has understood all the T & Cs including MITC)- Annexure II**
 - n) **Undertaking – Declaration by Bidders for Holiday Listing- Annexure III**
 - o) **Undertaking – Compliance of Restrictions for Countries sharing land border with India- Annexure IV**
 - p) **Declaration by bidder under PPLC policy (local content)- Annexure V**
 - q) **Undertaking – Acceptance of Social Media Guidelines- Annexure VI**
 - r) Certificate of Incorporation / Registration Certificate.
 - s) OEM Authorization / Manufacturer's Authorization, wherever applicable.
 - t) Any other documents, declarations and certificates specified in the tender document.
6. **Non-submission of any mandatory document may result in rejection of the technical bid, subject to the provisions of the tender document. The Buyer reserves the right to verify the authenticity of the submitted documents from the issuing organization/client.**

V. TENDER EVALUATION CRITERIA

1. The tender shall be evaluated under a **Two-Bid System**, comprising **Technical Bid and Price Bid**, as detailed below:
 - a) **Technical Bid Evaluation: -**
 - i) The **Technical Bid** shall be opened first on the scheduled date and evaluated by the Corporation in accordance with the **Pre-Qualification Criteria (PQC), Technical Specifications, eligibility conditions and other terms & conditions** stipulated in the tender document.
 - ii) Only those bidders who meet the prescribed **Pre-Qualification and Technical Criteria** and submit all required supporting documents shall be considered **technically qualified**.
 - iii) The **Price Bid** of only technically and pre-qualification qualified bidders shall be opened on the date notified by the Corporation. The date mentioned in the tender document shall be treated as the date for **Pre-Qualification/Technical evaluation**, as applicable.
 - b) **Price Bid Evaluation: -**
 - i) All technically qualified bidders shall quote their **lowest and firm price** in the prescribed Price Bid/BOQ format.
 - ii) The Price Bid shall be evaluated based on the **overall evaluated lowest price (L1)**, considering all applicable components, taxes, duties, freight, installation, commissioning and other charges, as specified in the tender.
 - c) **Evaluation and Order Allocation**
 - i) **L1 Position:**

L1 shall be determined based on the **overall lowest evaluated price** amongst bidders who have successfully qualified in the Pre-Qualification and Technical evaluation.
 - ii) **Negotiation:**

The Corporation reserves the right to **negotiate with any or all bidders**, as considered appropriate. The decision of the Corporation in this regard shall be final and binding on all bidders.
2. **Purchase Preference to MSEs:**

Purchase preference to eligible **Micro & Small Enterprises (MSEs)**, including **MSEs owned by SC/ST entrepreneurs**, shall be applicable as per the **Government of India guidelines/instructions/policies in force from time to time**.
3. **Documents for Claiming MSE Purchase Preference**
 - a) Bidders claiming MSE purchase preference shall submit:
 - i) Self-attested copy of the valid **Udyam Registration Certificate / applicable MSE registration document**, as prescribed under the prevailing Government policy.
 - ii) Where applicable, documentary evidence establishing **SC/ST ownership** for claiming the relevant preference.
4. A declaration/affidavit on the bidder's **Company/Organization Letterhead** confirming that, in the event of award of contract, the ordered supplies/services shall be executed from the **unit for which the MSE registration/certificate has been submitted**.
5. Any other document required under the prevailing **Public Procurement Policy for MSEs**.
6. The original MSE registration/certificate and supporting documents shall be produced for verification whenever called for by the Corporation, particularly where the bidder is not already registered with BPCL as an MSE vendor.
7. **General**
 - a) The Corporation reserves the right to **accept or reject any or all bids, cancel/modify the tender, seek clarification/additional documents, or relax/modify any condition**, as permissible under the applicable procurement rules and tender conditions, without assigning any reason.
 - b) **The decision of the Corporation regarding technical qualification, financial evaluation, L1**



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determination, purchase preference and order allocation shall be final and binding, subject to the applicable tender terms and Government procurement guidelines.

Original of the EM-II certificate to be produced for verification, if called for (if the bidder is not already registered with BPCL as MSE vendor).

Venue: Bharat Petroleum Corporation Limited

SULTANPUR LPG Bottling Plant,

UPSIDC Industrial Area,

Tikaria, Amethi, UP – 227409

VI. SCOPE OF JOB & SPECIFICATIONS

SCOPE OF SUPPLY, INSTALLATION, TESTING AND COMMISSIONING

1. GENERAL SCOPE

The Tender covers **Supply, Installation, Testing and Commissioning (SITC)** of a complete **LPG Cylinder Handling, Hydrotesting, Valve Changing, Painting, Marking and Inspection System** at **BPCL Sultanpur LPG Bottling Plant**, comprising the following equipment and associated facilities:

Sl. No.	Description	Qty.	Unit
1	Supply & Installation of Overhead Conveyor	100	Mtr.
2	Supply & Installation of Fall Protection Arrangement	100	Mtr.
3	Supply & Installation of Overhead Conveyor Drive Unit	1	No.
4	Supply & Installation of Painting Booth with Blower	1	No.
5	Supply & Installation of Primer Booth with Blower	1	No.
6	Supply & Installation of Fully Automatic 10-Head Hydrotesting Unit	1	No.
7	Supply & Installation of Cylinder Valve Screw/Unscrew Unit	1	No.
8	Supply & Installation of Electronic Online Check Weighing Scale – DPT	1	No.
9	Supply, Installation, Testing & Commissioning of Compact Punching/Labelling/Stencilling Machine for LPG Cylinders – 14.2 kg & 19 kg	1	Lot

The scope shall be executed on a **complete turnkey basis** and shall include all necessary **design, engineering, manufacture, supply, transportation, unloading, erection, installation, alignment, testing, commissioning, civil, structural, mechanical, electrical, instrumentation, piping, safety systems, earthing, cabling, supports, foundations, grouting, painting, documentation, training, trial runs and performance demonstration**, whether specifically mentioned or not, but required for safe, complete and satisfactory operation of the system.

The Contractor shall be fully responsible for ensuring that the complete installation is **safe, operational, fit for service in an LPG Bottling Plant and compliant with applicable statutory requirements, PESO requirements, OISD standards, applicable BIS/IS/IEC standards, BPCL Engineering/Safety Standards and approved plant drawings**.

2. CODES, STANDARDS AND STATUTORY REQUIREMENTS

All equipment, materials, design, engineering, fabrication, installation, testing and commissioning shall comply with the **latest applicable editions/amendments** of the following standards, codes and statutory requirements, as applicable:

- I. **Gas Cylinders Rules, 2016**, as amended from time to time.
- II. **Applicable PESO/CCOE requirements, approvals and conditions.**
- III. **IS 16054:2013 – Periodic Inspection and Testing – Welded Low Carbon Steel Cylinders Exceeding 5 Litre Water Capacity for Liquefied Petroleum Gas (LPG) – Code of Practice.**
- IV. **OISD-STD-144 – Liquefied Petroleum Gas (LPG) Installations**, including provisions applicable to statutory testing and inspection of LPG cylinders.



भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड

भारत सरकार का उपक्रम

Bharat Petroleum Corporation Limited

A Govt of India Enterprises

- V. **OISD-STD-113 – Classification of Areas for Electrical Installations at Hydrocarbon Processing & Handling Facilities**, wherever applicable.
- VI. Applicable **BIS/IS standards for LPG cylinders, cylinder valves and associated equipment**.
- VII. Applicable **IS/IEC 60079 series** for electrical equipment installed in hazardous areas.
- VIII. Applicable **Legal Metrology requirements** for weighing equipment, wherever applicable.
- IX. Applicable **Factories Act/Rules, Electrical Rules and other statutory requirements**.
- X. Applicable **BPCL Engineering Standards, Safety Standards, specifications and approved drawings**.
- XI. Approved **PESO drawings, plant layouts and hazardous-area classification drawings** applicable to Sultanpur LPG Bottling Plant.
- XII. For the **LPG Cylinder Hydrotesting Unit**, the complete inspection, testing, hydrostatic testing, pneumatic testing, cylinder handling, rejection criteria, recording and associated operations shall comply with **IS 16054:2013, OISD-STD-144, Gas Cylinders Rules, 2016 and applicable PESO requirements**.
- XIII. Where two or more standards, codes or statutory requirements are applicable, the **more stringent requirement shall prevail**, unless otherwise specifically approved in writing by BPCL.
- XIV. The Contractor shall be responsible for ensuring that the supplied equipment is suitable for carrying out statutory testing of **14.2 kg and 19 kg LPG cylinders** in accordance with the applicable requirements.

3. SUPPLY & INSTALLATION OF OVERHEAD CONVEYOR AND FALL PROTECTION SYSTEM

The Contractor shall design, supply, install, test and commission approximately **100 metres of overhead hook/roller chain conveyor system**, complete with track, chain, rotating hangers, supports, drive unit, tensioning arrangement, bends, lubrication arrangement, fall protection system and all necessary accessories.

3.1 Minimum Technical Requirements

Parameter	Minimum Requirement
Conveyor Type	Four-wheel bi-planar overhead roller chain conveyor
Chain	Heavy-duty industrial conveyor chain
Approx. Length	100 m
Chain Pitch	12 inch / 304.8 mm
Hanger Pitch	24 inch / 609.6 mm
Hanger	Rotating type suitable for LPG cylinders
Load Wheel	Approx. 47 mm OD × 14 mm thick or proven equivalent
Guide Wheel	Approx. 47 mm OD × 14 mm thick or proven equivalent
Load/Guide Links	EN-8 or equivalent suitable material
Cruciform	8 BG, cold formed and work hardened or equivalent
Axle	Approx. 12.7 mm dia., case hardened
Track	Minimum 5 mm thick suitable rolled/formed track
Track Brackets	Heavy-duty brackets at suitable spacing, maximum approximately 625 mm or as per OEM design
Horizontal Bends	Minimum radius 1200 mm or OEM design, whichever is suitable
Vertical Bends	Minimum radius 1200 mm or OEM design
Chain Breaking Strength	Minimum 8000 kg or as established by design calculation
Tensioning	Screw-type tensioning arrangement
Drive	Heavy-duty industrial drive unit with overload protection
Overload Protection	Shear-pin/mechanical overload protection or approved equivalent

Parameter	Minimum Requirement
Speed	Suitable for required plant throughput and as approved by BPCL
Structure	Designed for actual operating, dynamic and impact loads with adequate safety factor
Fall Protection	Continuous MS wire-mesh/guard arrangement below/along conveyor wherever required
Painting	Anti-corrosive primer and two coats of approved industrial enamel/epoxy system

The Contractor shall submit **structural and mechanical design calculations** demonstrating the adequacy of the conveyor track, supports, hangers, brackets, connections and foundations for maximum operating load, dynamic loading and foreseeable abnormal/impact loading.

The conveyor shall be designed to ensure **smooth, stable and continuous movement of LPG cylinders without excessive vibration, derailment, impact or unsafe loading.**

3.2 DRIVE UNIT

The drive unit shall be complete with **motor, gearbox, coupling/sprocket, chain drive, overload protection, guards, mounting arrangement and controls**, including all accessories required for satisfactory operation.

Where the drive unit or any electrical equipment is installed in a hazardous area, the equipment shall be suitable for the **approved hazardous-area classification** of the particular location and shall possess valid applicable certification.

The motor shall be suitable for **415 V, 3 Phase, 50 Hz**, continuous industrial duty, TEFC construction, with suitable insulation and IP protection as required by the applicable standard and site classification.

4. FALL PROTECTION ARRANGEMENT

A suitable and continuous fall protection arrangement shall be provided below/around the overhead conveyor, wherever required, to prevent falling cylinders and minimize risk of injury, equipment damage or obstruction.

The fall protection arrangement shall:

- Be structurally adequate for the anticipated impact/load.
- Be securely supported from suitable structural members.
- Permit safe inspection and maintenance.
- Not obstruct normal cylinder movement.
- Not have sharp edges or snagging points.
- Be suitably corrosion protected.
- Be designed considering actual cylinder dimensions and conveyor geometry.
- Be submitted to BPCL for approval before fabrication.

5. PAINTING BOOTH AND PRIMER BOOTH

The Contractor shall supply, install, test and commission **one Painting Booth and one Primer Booth**, complete with water curtain arrangement, blower, motor, ducting, spray equipment, pressure tanks, piping, supports, drainage and all associated accessories.

5.1 Construction

- Booth shall be fabricated from minimum **3 mm GI sheet or approved equivalent**, adequately stiffened.
- Construction shall permit safe passage of the overhead conveyor through the booth.
- Internal surfaces shall permit easy cleaning and maintenance.
- Suitable drainage arrangement shall be provided.
- Water curtain/baffle arrangement shall minimize water carryover/splashing.
- Booth shall be designed for safe removal of paint fumes and vapours.

5.2 Blower and Motor

The blower shall be suitably selected for the required airflow and system resistance and shall be complete with:

- Casing.

- Impeller.
- Guards.
- Motor.
- Base/frame.
- Duct connection.
- Supports.

The Contractor shall submit the **blower design calculation and manufacturer's performance curve**.

Where installed in a hazardous area, the motor/electrical equipment shall have appropriate Ex protection corresponding to the approved area classification.

5.3 Ducting

Approximately **12 metres of ducting**, or as required by actual site conditions, shall be provided.

Ducting shall be:

- GI or approved corrosion-resistant material.
- Adequately stiffened and supported.
- Flanged wherever required.
- Provided with leak-proof gaskets.
- Terminated at a safe discharge location approved by BPCL.

The final discharge arrangement shall comply with applicable **fire, ventilation, hazardous-area and environmental requirements**.

5.4 Painting Equipment

The system shall include:

- Manual HVLP spray gun(s).
- Suitable pressure-feed paint tank(s).
- Thinner tank.
- Paint/thinner hoses.
- Air supply arrangement.
- Regulators, filters and necessary accessories.

The complete system shall be capable of achieving the required plant throughput, subject to successful performance demonstration.

6. FULLY AUTOMATIC 10-HEAD LPG CYLINDER HYDROTESTING UNIT

The Contractor shall supply, install, test and commission one fully automatic 10-head LPG Cylinder Hydrotesting Unit suitable for statutory periodic inspection and testing of 14.2 kg and 19 kg LPG cylinders.

The complete system shall be designed and manufactured in accordance with IS 16054:2013, OISD-STD-144, Gas Cylinders Rules, 2016, applicable PESO requirements and BPCL-approved specifications.

The system shall be complete with, but not limited to, the following:

- i. 10-head automatic cylinder testing arrangement.
- ii. Cylinder loading/unloading arrangement.
- iii. Tilting cradle.
- iv. Cylinder holding/positioning arrangement.
- v. Water filling system.
- vi. Hydrostatic pressure testing system.
- vii. High-pressure testing pump.
- viii. Low-pressure/boosting pump, wherever required.
- ix. Water circulation/recirculation system.
- x. Dewatering arrangement.
- xi. Pressure gauges/transmitters.
- xii. Automatic pressure control.



- xiii. Pressure-holding arrangement.
- xiv. Necessary valves, piping and fittings.
- xv. Safety relief/protection system.
- xvi. Cylinder presence detection.
- xvii. Safety interlocks.
- xviii. Emergency stop system.
- xix. Control panel/HMI/PLC system.
- xx. Degassing arrangement.
- xxi. Drainage arrangement.
- xxii. Necessary electrical, instrumentation and control accessories.
- xxiii.

6.1 HYDROSTATIC TESTING REQUIREMENTS

The hydrotesting system shall be capable of carrying out statutory hydrostatic testing of LPG cylinders in accordance with IS 16054:2013, Gas Cylinder rule and applicable OISD/PESO requirements.

The hydrostatic test shall use water as the test medium.

The test pressure shall be the applicable test pressure specified/marked for the cylinder and as required under the applicable statutory requirements, and the equipment shall be capable of maintaining the required pressure for the stipulated holding period.

For the commonly used LPG cylinders covered under the plant's statutory testing process, the system shall be capable of handling the applicable test pressure, including 25.00 kg/cm² (where applicable as per the cylinder marking/approved statutory requirement).

The Contractor shall verify the applicable test pressure with BPCL before finalizing the pressure-testing system design.

The equipment shall be capable of detecting/identifying conditions such as:

- i. Pressure drops.
- ii. Leakage.
- iii. Abnormal pressure behaviour.

Other rejection/failure conditions specified under IS 16054 and applicable statutory requirements.

The system shall facilitate proper recording and segregation of cylinders failing the hydrostatic test. OISD-STD-144 specifies that LPG cylinders are subject to hydrostatic testing in accordance with IS 16054 and identifies the cylinder test pressure/holding requirements applicable to the statutory testing process.

6.2 PRESSURE CONTROL AND RECORDING

The hydrotesting system shall be provided with suitable pressure transmitters/gauges, pressure control system and data recording facility.

The system shall provide:

- i. Digital indication of test pressure.
- ii. Pressure-holding time indication.
- iii. Automatic high-pressure cut-off.
- iv. Pressure-drop detection.
- v. Test result recording.
- vi. Alarm/fault indication.
- vii. Historical data storage, wherever applicable.
- viii. Provision for printing/exporting test records, where required by BPCL.

All pressure gauges, transmitters and testing instruments shall be duly calibrated and provided with valid calibration certificates.

Calibration shall be carried out at the frequency specified by applicable statutory requirements, IS 16054/OISD requirements and BPCL's approved calibration procedure.

6.3 SAFETY REQUIREMENTS

The hydrotesting unit shall incorporate suitable safety provisions including:

- i. High-pressure protection.
- ii. Pressure relief arrangement.
- iii. Automatic pump cut-off.
- iv. Emergency stop.
- v. Cylinder presence detection.
- vi. Cylinder positioning interlock.
- vii. Cradle position interlock.
- viii. Pump interlock.
- ix. Guard/door interlock, wherever applicable.
- x. Prevention of test initiation under unsafe conditions.
- xi. Fail-safe operation in case of power/control failure.
- xii. Controlled depressurization.
- xiii. Protection against accidental release of high-pressure water.
- xiv. Suitable guarding of moving machinery.
- xv. Suitable signage and warning indications.

The system shall be designed such that no operator is required to remain in an unsafe position during pressurization or testing of the cylinders.

6.4 Performance

Minimum capacity shall be:

80 cylinders/hour, excluding manual handling time, or higher.

The hydrotest pressure, pressure-holding time and test procedure shall be strictly in accordance with the **applicable statutory requirements, approved cylinder specification, PESO requirements and BPCL-approved process design.** The Contractor shall submit the complete **hydrotest sequence, pressure-setting philosophy, design basis and applicable standard** for BPCL approval.

6.5 Construction

The equipment shall be suitably designed and constructed using materials appropriate for the intended service.

All pressure-containing components shall have adequate design pressure, pressure rating and safety margin for the maximum allowable operating/test pressure.

6.6 Automatic Safety Features

The unit shall incorporate, as applicable:

- Automatic pressure control.
- High-pressure trip.
- Pressure relief/protection.
- Emergency stop.
- Cylinder presence detection.
- Cradle position interlock.
- Pump interlock.
- Fail-safe operation on power/air failure.
- Prevention of test initiation under unsafe conditions.



- Pressure indication and recording.
- Alarm/fault indication.

6.8 Degassing Arrangement

The hydrotesting system shall incorporate a **closed degassing/vapour collection arrangement** for residual LPG vapour present in cylinders.

The collected vapour shall be routed through a suitably designed closed system to an **approved safe discharge/degassing point**, in accordance with applicable statutory/OISD/PESO requirements.

The final routing, pipe size, supports, termination point and discharge arrangement shall be submitted to BPCL for approval before execution.

7. CYLINDER VALVE SCREWING/UNSCREWING UNIT

The Contractor shall supply, install, test and commission a **hydraulically operated LPG Cylinder Valve Screw/Unscrew Unit** suitable for 14.2 kg and 19 kg LPG cylinders.

The equipment shall be suitable for safe removal and replacement of cylinder valves in accordance with the approved operating procedure.

7.1 Minimum Requirements

- Hydraulic power-operated wrench.
- Rigid and stable machine frame.
- Cylinder centering and holding arrangement.
- Suitable valve socket/wrench assembly.
- Adjustable tightening torque.
- Torque limiting arrangement.
- Hydraulic pressure control.
- Limit switches/interlocks.
- Suitable pneumatic/electrical controls.
- Emergency stop.
- Safe shutdown during power/air failure.
- Minimum capacity: **40–50 cylinders/hour or higher.**
- Suitable IP protection for exposed equipment.
- Appropriate hazardous-area protection for electrical equipment installed in classified areas.

7.2 Safety

The machine shall incorporate:

- Two-hand safety control, wherever applicable.
- Positive cylinder holding.
- Valve/wrench alignment mechanism.
- Torque limiting device.
- Mechanical guards.
- Emergency stop.
- Safety interlocking.
- Protection against unintended rotation.
- Fail-safe operation during loss of power/air.

The Contractor shall submit a **risk assessment, safety interlock philosophy and functional description.**

7.3 Torque

The valve tightening torque shall be as per the **applicable approved cylinder/valve manufacturer's specification and**

BPCL-approved procedure.

The Contractor shall provide the **torque calibration method and valid calibration certificate.**

8. ELECTRONIC CHECK WEIGHING SCALE – DPT

The Contractor shall supply, install, test and commission an **electronic load-cell-based online check weighing system** suitable for the intended application.

Parameter	Minimum Requirement
Type	Electronic load-cell-based weighing instrument
Capacity	100 kg minimum
Scale Interval	10 g
Accuracy	As per applicable Legal Metrology requirements
Platform	Heavy-duty, anti-slip and corrosion-resistant
Load Cell	Industrial strain-gauge type, IP67 or better
Indicator	Digital kg display with Gross/Tare/Net/Zero functions
Overload Protection	Minimum 150% of rated capacity or OEM standard, whichever is applicable
Hazardous Area	Suitable Ex/IS arrangement based on approved area classification
Field Protection	Minimum IP65
Power Supply	230 V AC, 50 Hz or approved IS arrangement
Calibration	Using certified standard weights
Certification	Applicable Legal Metrology and hazardous-area certification, wherever applicable

The weighing system shall be **verified, stamped/sealed by the competent Legal Metrology authority before statutory use, wherever applicable.**

The Contractor shall provide all applicable **calibration certificates, statutory certificates and test records.**

Note: The specified **10 g scale interval shall not be construed as permissible error.** Permissible error shall be governed by applicable Legal Metrology requirements.

9. COMPACT PUNCHING / LABELLING / STENCILLING MACHINE

The Contractor shall design, manufacture/supply, install, test and commission a **compact machine for punching, labelling, marking and stencilling of LPG cylinders**, suitable for **14.2 kg and 19 kg LPG cylinders.**

The machine shall be complete with all necessary **fixtures, tooling, controls, accessories and safety features.**

The machine shall be suitable for continuous operation in an LPG Bottling Plant and shall ensure **accurate, uniform, permanent and legible marking** as per BPCL-approved artwork, marking schedule, location, size and font.

The machine shall be supplied complete with:

- Installation.
- Trial run.
- Testing and commissioning.
- Operator training.
- Operation & Maintenance manuals.
- Necessary tools and accessories.
- Recommended initial spares.

All punching, labelling and stencilling shall be carried out strictly as per **BPCL-approved marking requirements** and applicable statutory requirements.

10. CIVIL, STRUCTURAL AND INSTALLATION WORKS

The Contractor's scope shall include all minor and associated civil/structural works required for completion of the installation, including:

- RCC/PCC floor cutting/drilling.
- Equipment foundations.
- Foundation bolts.
- Chemical/mechanical anchoring.
- Grouting.
- Equipment supports.
- Structural steel supports.
- Conveyor supports.
- Drainage modifications.
- Cable/piping supports.
- Restoration of damaged floor/structure.
- Housekeeping and debris removal.

Grouting shall be carried out using **approved non-shrink grout**, such as Fosroc/Sika/Pidilite or approved equivalent. All structural design shall consider **dead load, live load, dynamic load, vibration and foreseeable impact loads**.

11. ELECTRICAL AND INSTRUMENTATION WORK

The scope shall include all electrical and instrumentation work required for complete installation and commissioning, including:

- Power and control cabling.
- Cable trays and supports.
- Junction boxes.
- Local control stations.
- Emergency stop stations.
- Motors.
- Starters/VFDs, wherever required.
- Earthing and bonding.
- Instrument cabling.
- Sensors.
- Limit switches.
- Interlocks.
- Control panels.
- Ex-certified equipment and cable glands, wherever required.

All hazardous-area electrical installations shall comply with the **approved area classification drawing and applicable IS/IEC 60079 requirements**.

The Contractor shall submit applicable hazardous-area certificates for each Ex-certified component.

12. SAFETY AND HAZARDOUS-AREA REQUIREMENTS

The complete system shall be designed, supplied and installed on a **fail-safe basis suitable for operation in an LPG Bottling Plant**.

The Contractor shall:

1. Comply with BPCL Permit-to-Work and contractor safety requirements.
2. Comply with applicable OISD safety requirements.
3. Provide proper earthing and bonding.
4. Ensure electrical continuity of relevant metallic systems.
5. Provide emergency stops at appropriate locations.
6. Provide guards for all rotating/moving machinery.
7. Provide suitable safety interlocks.

8. Prevent unintended machine start-up after restoration of power.
9. Provide suitable Ex-certified equipment in hazardous areas.
10. Provide Ex-certified cable glands and accessories wherever required.
11. Maintain safe access and escape routes.
12. Ensure that fire-fighting facilities and emergency access are not obstructed.
13. Maintain required clearances from existing LPG facilities.
14. Comply with BPCL's approved work permit system and site safety requirements.

13. DESIGN, DRAWINGS AND DOCUMENTS

The Contractor shall submit the following documents/drawings for BPCL review and approval, as applicable, before fabrication/installation:

- General Arrangement drawings.
- Equipment layout.
- Conveyor layout.
- Structural drawings.
- Foundation drawings.
- Electrical Single Line Diagram.
- Control philosophy.
- Interlock logic.
- Hazardous-area equipment list.
- Ex certificates.
- P&ID/process schematic for hydrotesting system.
- Pressure piping details.
- Hydrotest sequence.
- Degassing arrangement.
- Painting booth ventilation calculations.
- Blower performance curves.
- Load calculations.
- Quality Assurance Plan.
- Inspection & Test Plan.
- Method statements.
- Commissioning procedure.

No major fabrication or site modification shall be undertaken without **BPCL's written approval of the applicable drawings/documents**.

14. INSPECTION AND TESTING

Inspection and testing shall be carried out at the **manufacturer's works and/or site**, as specified by BPCL.

The Contractor shall provide:

- Inspection & Test Plan.
- Material Test Certificates.
- Manufacturer's Test Certificates.
- Calibration Certificates.
- Ex Certificates.
- Pressure Test Certificates.
- Performance Test Reports.
- Third-Party Inspection Reports, wherever specified.
- Statutory Approval Certificates.

BPCL reserves the right to appoint a **Third-Party Inspection Agency (TPIA)** for inspection of equipment before dispatch.

No equipment shall be dispatched without the required **inspection release note/clearance**, wherever applicable.

15. SITE INSTALLATION AND COMMISSIONING

The Contractor shall be fully responsible for the **installation, alignment, testing and commissioning** of all supplied equipment.

The Contractor shall:

- Establish line and level.
- Align equipment with the existing conveyor/system.
- Check foundations and anchorages.
- Carry out grouting.
- Complete electrical and mechanical connections.
- Carry out dry runs.
- Carry out trial runs.
- Demonstrate safety interlocks.
- Demonstrate emergency stops.
- Demonstrate required throughput.
- Demonstrate hydrotesting performance.
- Demonstrate valve changing performance.
- Demonstrate weighing accuracy.
- Rectify all deficiencies identified during commissioning.

The system shall be considered **commissioned only after successful completion of performance trials and acceptance by BPCL.**

16. PERFORMANCE GUARANTEE

The Contractor shall guarantee the performance of the complete system.

The minimum guaranteed performance shall include:

- **Overhead Conveyor:** Smooth and continuous movement of cylinders without unsafe derailment or interruption.
- **Hydrotesting Unit:** Minimum **80 cylinders/hour**, excluding manual handling time.
- **Valve Screw/Unscrew Unit:** Minimum **40–50 cylinders/hour**, subject to the approved operating cycle.
- **Painting/Primer System:** Capable of meeting the required plant throughput.
- **Online Weighing System:** Accuracy and repeatability as per applicable Legal Metrology requirements.
- **Safety System:** All safety interlocks and emergency stop systems shall be fully functional.

Failure to achieve the guaranteed performance during commissioning/performance testing shall be rectified by the Contractor **at no additional cost to BPCL.**

17. TOOLS, TACKLES, SPARES AND CONSUMABLES

The Contractor shall provide all tools, tackles, lifting equipment, temporary facilities, manpower and consumables necessary for installation, testing and commissioning.

The scope shall include:

- Two years' recommended consumable spares.
- Essential maintenance spares.
- Special tools.
- OEM-recommended tools.
- First fill of hydraulic oil/lubricants.
- Foundation bolts.
- Maintenance tools.
- Recommended critical spares.

The Contractor shall ensure availability/support of critical spare parts for a **minimum period of five years from the date of commissioning.**

18. TRAINING AND DOCUMENTATION

The Contractor shall provide training to BPCL's operating and maintenance personnel covering:

- Safe operation.
- Normal operation.
- Emergency operation.
- Preventive maintenance.
- Troubleshooting.
- Calibration.
- Safety interlocks.
- Hazardous-area precautions.
- Hydrotesting procedure.
- Valve changing procedure.

Final documentation shall include:

- As-built drawings.
- O&M manuals.
- Spare-parts list.
- Equipment datasheets.
- Test certificates.
- Calibration certificates.
- Ex certificates.
- Statutory certificates.
- Commissioning report.
- Performance Test Report.
- Training records.

19. WARRANTY AND AFTER-SALES SUPPORT

The complete system shall carry a **minimum warranty of 24 months from the date of successful commissioning/acceptance by BPCL**, unless a longer warranty period is specified elsewhere in the Tender.

During the warranty period:

- Defective equipment/components shall be repaired or replaced at **no additional cost to BPCL**.
- The Contractor shall acknowledge breakdown/service calls within **4 working hours**.
- The Contractor shall mobilize qualified service personnel within **48 hours** of notification, or within such shorter period as may be specified by BPCL for critical safety-related failures.
- Failures affecting safe operation shall be attended to on **priority basis**.
- Replacement parts shall be of OEM/recommended quality.
- No modification affecting safety or statutory compliance shall be carried out without BPCL's approval.

The Contractor shall maintain adequate arrangements for **spares and technical support for a minimum period of five years from commissioning**.

20. CONTRACTOR'S RESPONSIBILITY

The Contractor shall be deemed to have **visited and examined the site, existing conveyor arrangement, building, floor, utilities, hazardous-area classification, existing facilities and operating conditions** before submission of the Bid.

The Contractor shall be responsible for identifying all requirements necessary for **safe, complete, statutory-compliant and satisfactory operation** of the system.

Any item, accessory, component, support, cable, piping, fitting, control, safety device or other requirement necessary for making the system **complete, safe, statutory-compliant and operational**, whether specifically mentioned in the BOQ/specification or not, shall be deemed to be included in the Contractor's scope.

No additional payment shall be admissible for such items unless specifically approved by BPCL through a **written variation/change order**.

21. STATUTORY AND SAFETY OVERRIDING CLAUSE

In case of any conflict between this specification and any applicable **statutory requirement, PESO approval condition, Gas Cylinders Rules, OISD requirement, BIS/IS/IEC standard or BPCL Safety/Engineering Standard**, the **more stringent requirement shall prevail**, subject to written approval of BPCL wherever required.

The Contractor shall not proceed with any design, fabrication, installation or commissioning activity that is inconsistent with the **approved PESO drawings, hazardous-area classification, statutory approval conditions or BPCL-approved engineering documents**.

The Contractor shall comply with the **latest applicable statutory requirements, standards and approved revisions prevailing at the time of execution**.

Important tender-document observations

Before floating this tender, I recommend checking these **five points specifically**:

1. **Hydrotest pressure:** Your revised wording should *not* prescribe 25 kg/cm² or 30 bar unless BPCL has verified that value against the applicable cylinder specification and statutory requirement.
2. **“Legal Metrology” for DPT:** Keep the qualification **“wherever applicable”** unless the exact intended weighing application has already been established as a legally regulated trade weighing operation.
3. **Hazardous-area classification:** Avoid specifying a particular Ex protection such as Ex-d/Ex-i unless it has been confirmed against the **approved area classification drawing**. The equipment should meet the actual classification at the installation location.
4. **Turnkey clause:** The clause stating that anything necessary but not specifically mentioned is included in the Contractor's scope is important, but I recommend retaining **“unless specifically approved by BPCL through a written variation/change order”** to avoid disputes over genuinely unforeseeable scope changes.
5. **Performance Guarantee:** I would make the **80 cylinders/hour hydrotest capacity** a contractual performance parameter and link it explicitly to the **performance test/acceptance test**, rather than merely stating it as an equipment specification. This will make enforcement much clearer during commissioning.

VII. GENERAL CONDITIONS OF CONTRACT (GCC)

TENDERING METHODOLOGY & METHODOLOGY FOR AWARD OF CONTRACT

The attached **General Conditions of Contract (GCC)** shall be applicable to this Contract.

The attached **Scope of Work and Special Conditions of Contract (SCC)** shall be applicable to this Contract.

The **priced bids of techno-commercially qualified bidders** shall be evaluated on the basis of **overall total landed cost**, i.e. on **lowest evaluated cost basis**.

The bidder shall quote for **all items specified in the Price Bid**. In case the bidder fails to quote for any item forming part of the Price Bid, the bid shall be liable for rejection.

Prices quoted in foreign currency, wherever permitted, shall be considered for evaluation. For conversion of foreign currency quoted prices into INR for the purpose of comparison and evaluation, the **SBI TT Selling Rate prevailing on the last working day preceding the date of opening of the Price Bid** shall be considered.

1. GENERAL

1.1

Bidders are requested to carefully study and understand all Tender Documents, including specifications, Scope of Work, GCC, SCC, schedules, drawings and other terms and conditions, before submitting their Bids.

In case of any doubt, the Bidder shall obtain written clarification from BPCL within the stipulated time.

Seeking clarification shall not constitute a valid ground for late submission of the Bid or for seeking extension of the tender closing/opening date.

The Bid shall strictly conform to the specifications, Scope of Work and all applicable terms and conditions of the Tender.

1.2

The Bidder shall ensure that all pages, annexures, schedules and supporting documents required under the Tender are duly completed and uploaded/submitted on the prescribed e-Tendering/GeM platform within the stipulated date and time.

Claims relating to non-submission or non-uploading of documents due to network failure, downloading/uploading problems or any other reason attributable to the Bidder shall not ordinarily be entertained.

1.3

Documents relating to PQC/Technical Bid, together with the EMD instrument/exemption document, wherever applicable, shall be duly scanned and uploaded on the prescribed e-Tendering/GeM platform along with the requisite details and annexures.

1.4

The Bidding Documents shall include, inter alia, specifications, terms and conditions, Bidder details, declarations regarding relationship with BPCL Directors, Price Bid and other documents specified in the Tender.

All Tender Documents, including the GCC, SCC, Scope of Work, specifications, annexures and subsequent amendments/addenda issued by BPCL, shall form an integral part of the Contract.

1.5

The Tender shall be submitted only through the prescribed GeM/e-Tendering platform using the Bidder's valid Digital Signature Certificate (DSC), wherever applicable.

Failure to comply with this requirement may render the Bid liable for rejection.

1.6

All Bids and subsequent communications, wherever required, shall be submitted through the prescribed e-Tendering/GeM platform or to the designated contact person, clearly mentioning the relevant Tender number, within the stipulated date and time.

1.7

Where the person signing the Tender/Agreement is not the sole proprietor or otherwise does not have inherent authority to bind the Bidder, a valid Power of Attorney/authorization or notarized certified copy thereof, as applicable, authorizing such person to act and sign on behalf of the Bidder, shall be submitted along with the Bid documents.

1.8

The Bidder shall not alter, modify, delete or amend the Tender Documents issued by BPCL.

Any unauthorized alteration/modification of the Tender Documents may render the Bid liable for rejection.

1.9

In case of duplication or conflict between provisions contained in the Tender Documents/Contract, the provision that is more beneficial to BPCL shall prevail, **subject to the order of precedence specified in the Tender/Contract and applicable law.**

2. PRICE

2.1

The Bidder shall carefully examine the applicable terms and conditions and quote the required rate in the prescribed Price Bid format.

The quantities mentioned in the Tender are tentative.

The quoted rate shall remain **firm and fixed irrespective of the actual quantity supplied/allocated**, unless otherwise specifically provided in the Tender.

For the successful Bidder, the accepted rate/discount shall remain firm until completion of the Work Order/Contract, irrespective of the actual quantity allocated/executed, subject to the specific provisions of the Tender.

2.2

In case any material supplied is rejected at the plant on account of quality reasons attributable to the Vendor, the cost of testing, where borne by BPCL, shall be dealt with as per the applicable Contract conditions.

The rejected material shall be removed/lifted from the plant by the Vendor at its own cost and responsibility within the period stipulated by BPCL.

3. ERRORS AND OMISSIONS

It shall be understood that every reasonable endeavour has been made to avoid errors and omissions which may materially affect the basis of the Tender.

The successful Bidder shall carefully examine the Tender Documents and shall make adequate provision for risks arising from any error, omission or discrepancy which could reasonably have been identified from such examination.

No subsequent claim shall ordinarily be entertained on account of errors or omissions which were reasonably identifiable prior to submission of the Bid.

4. COUNTER CONDITIONS

Bidders are expected to submit their offers **without any counter conditions, deviations or qualifications**, unless specifically permitted under the Tender.

Submission of the Bid through the prescribed e-Tendering/GeM platform using the Bidder's DSC shall constitute acceptance of the applicable terms and conditions of the Tender, subject to the provisions contained therein.

The Bidder shall complete and upload all tender forms/documents wherever required.

5. PAN NO. & PARTNERSHIP DEED

5.1

The Bidder shall submit:

1. PAN of the proprietor in case of a proprietary concern; and
2. PAN in the name of the firm/company/entity, as applicable, in case of partnership firms, LLPs, companies or other legal entities.

5.2

In case of a partnership firm, a copy of the valid Partnership Deed shall be submitted along with the Tender.

6. GST REGISTRATION DETAILS

GST registration details and applicable tax provisions shall be as specified under the **Taxation/Special Terms and Conditions of Contract** and applicable statutory provisions.

7. EARNEST MONEY DEPOSIT (EMD)

EMD shall be applicable/exempted as per the provisions of the GeM Bid, NIT and applicable Government/BPCL guidelines. Where the GeM Bid provides for no EMD for bids below the prescribed threshold, the same shall prevail.

i.

Bids not accompanied by the required EMD or valid EMD exemption document/certificate, wherever EMD is applicable, shall be liable for rejection.

ii.

The amount of EMD shall be as specified in the NIT/GeM Bid/SITB, as applicable.

Bidders shall ensure submission of the requisite EMD within the stipulated date and time and in the prescribed form.

iii. Exemption from EMD

Where permitted under applicable Government/GeM/BPCL guidelines, eligible entities may claim exemption from EMD.

Such exemption may include eligible Micro and Small Enterprises (MSEs)/NSIC-registered units, subject to applicable rules and valid registration/certificate as on the tender closing date.

The Bidder shall upload a valid exemption certificate/document on the prescribed platform.

iv.

Application for registration/renewal of NSIC/MSME registration shall not, by itself, be considered sufficient for claiming EMD exemption unless specifically permitted under applicable GeM/Government guidelines.

v.

Where EMD is applicable, offers not accompanied by the required EMD or valid exemption certificate shall be treated as offers received without EMD and shall be liable for rejection.

vi.

Cash, cheque, BG or requests for adjustment against previously deposited EMD, pending dues, bills or security deposits pertaining to other contracts shall not be accepted as EMD unless specifically permitted in the Tender/GeM Bid.

Any Bid submitted with such a condition shall be liable for rejection.

vii.

No interest shall be payable on EMD.

viii. FORFEITURE OF EMD

Where applicable, EMD shall be liable for forfeiture in accordance with the Tender conditions, including but not limited to the following circumstances:

- Withdrawal of the Bid while the Bid is under consideration during the Bid validity period.
- Non-acceptance of the order when placed in accordance with the Tender conditions.
- Failure to confirm acceptance of the order within the stipulated period after placement of the order.
- Any unilateral revision of the Bid by the Bidder during the Bid validity period.
- Failure to submit required documents within the stipulated period.
- Failure to execute the Agreement after acceptance of the order due to dispute or non-acceptance of the Contract terms and conditions by the Bidder.
- Failure to submit the required Security Deposit-cum-Performance Guarantee within the stipulated period.

ix. REFUND/ADJUSTMENT OF EMD

Where applicable, EMD shall be released/refunded/adjusted in accordance with the applicable GeM/BPCL procedure and the following broad principles:

- EMD of Bidders disqualified during techno-commercial evaluation shall be released after completion of the relevant evaluation process.
- EMD of Bidders qualified in techno-commercial evaluation but unsuccessful in the Price Bid evaluation shall be released after completion/updation of the financial evaluation.
- EMD of the successful Bidder may be adjusted towards Security Deposit, wherever so provided in the Tender/Contract.

8. SECURITY DEPOSIT (SD)-CUM-PERFORMANCE GUARANTEE (PG)

Successful Bidders, including those exempted from submission of EMD, shall be required to submit the **Security Deposit-cum-Performance Guarantee (SD-cum-PG)** within the period stipulated in the Letter of Intent (LOI)/Work Order.

The details shall be as follows:

(a)

The Security Deposit-cum-Performance Guarantee shall be 5% of the contract value for procurement of Goods & Service, unless otherwise specified in the NIT/LOI/Work Order.

The SD-cum-PG may be submitted in the prescribed form, including Demand Draft/Bank Guarantee, as permitted under the Tender.

The same shall be submitted within **15 days from acceptance of the LOI**, unless otherwise specified.

Where submitted in the form of a Bank Guarantee, it shall remain valid for the **Contract period plus Six (6) months**, unless otherwise specified. No interest shall be payable on the Security Deposit-cum-Performance Guarantee.

(b)

Any loss, damage, liability, penalty, recovery or other amount arising out of breach/non-performance of the Contract and/or loss or damage to BPCL equipment/property attributable to the Contractor may be adjusted/recovered from the SD-cum-PG and/or any other deposit/security available with BPCL.

Any amount exceeding the SD-cum-PG shall be recoverable from payments/dues payable to the Contractor under this Contract or from any other amounts/deposits payable to the same Contractor under any other Contract with BPCL, subject to applicable contractual and legal provisions.

(c)

The Security Deposit-cum-Performance Guarantee shall be released/refunded only after satisfactory completion of the Contract and expiry of the applicable defect/liability/claim period, and in any case after **three (3) months from satisfactory completion of the Contract**, subject to adjustment/recovery of any outstanding dues or liabilities.

OTHERS

1. BPCL'S RIGHTS

BPCL reserves the right to extend the due date of the tender, accept or reject any tender, either in full or in part, without assigning any reason whatsoever.

BPCL also reserves the right not to accept the lowest quoted rates and to extend purchase/price preference to eligible enterprises, wherever applicable, in accordance with the prevailing policies/guidelines of the Government of India and to Joint Ventures (JVs)/Subsidiaries, as per applicable BPCL guidelines.

2. COST OF BIDDING

The Bidder shall bear all costs and expenses associated with the preparation, submission and subsequent activities relating to its Bid.

BPCL shall, under no circumstances, be responsible or liable for any such costs or expenses, irrespective of the conduct or outcome of the bidding process.

By submitting its Bid, each Bidder agrees that it shall have no claim against BPCL, its co-ventures or affiliates for reimbursement, remuneration or restitution of any cost or expense incurred in connection with the bidding process.

3. CONTENTS OF BIDDING DOCUMENT

The Bidder is required to carefully examine all instructions, conditions, specifications, forms, schedules and terms contained in the Bidding Documents.

Failure to furnish any information, document or supporting evidence required under the Bidding Documents, or submission of a Bid which is not responsive to the requirements thereof, shall be at the sole risk of the Bidder and may result in rejection of the Bid.

4. AMENDMENT OF BIDDING DOCUMENT

BPCL may, at its own initiative or in response to a clarification sought by any prospective Bidder, issue amendments/addenda to the Bidding Documents at any time during the bidding process or, wherever applicable, subsequent to receipt of Bids.

Any such amendment/addendum issued by BPCL shall form an integral part of the Bidding Documents.

The Bidder shall duly acknowledge acceptance of all amendments/addenda issued by BPCL and shall comply with the instructions contained therein.

Where an amendment/addendum is issued during the bidding period, the Bidder shall duly consider its impact while submitting its Bid.

Where an amendment/addendum is issued subsequent to receipt of Bids, the Bidder shall comply with the instructions issued by BPCL regarding submission of the impact on the quoted price/revised price, wherever applicable.

5. OWNER'S RIGHTS TO ACCEPT/REJECT ANY OR ALL BIDS

BPCL reserves the right to reject any or all tenders/Bids, either in full or in part, without assigning any reason whatsoever.

BPCL also reserves the absolute right to reject any Bid/Tender on the basis of the Bidder's past unsatisfactory performance with BPCL. The decision of BPCL in this regard shall be final and binding on the Bidder.

6. LANGUAGE OF BIDS

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and BPCL shall be in the **English language**.

Any information/document submitted in any other language shall be accompanied by an authenticated English translation. Failure to comply with this requirement may result in rejection/disqualification of the Bid. In case of any discrepancy or contradiction between the meaning conveyed in different language versions, the **English version shall prevail**.

7. CONFIDENTIALITY OF BID DOCUMENTS

The Bidder shall treat all information contained in the Bidding Documents and all information supplied by BPCL in connection with the tender as confidential.

Such information shall not be disclosed to any third party except to the extent necessary for preparation and submission of the Bid. Where disclosure to any third party is necessary, the Bidder shall ensure that such third party is bound by appropriate confidentiality obligations.

8. PROCESS TO BE CONFIDENTIAL

After opening of the Bids, information relating to examination, clarification, evaluation and comparison of Bids and recommendations concerning award of the Contract shall not be disclosed to any Bidder or any other person not officially concerned with the tender process.

Canvassing, directly or indirectly, in any form by the Bidder or by any person/agency acting on behalf of the Bidder after submission of the Bid may result in disqualification of the Bid.

Any attempt by a Bidder to influence BPCL in the examination, clarification, evaluation or comparison of Bids or in decisions relating to award of the Contract may also result in rejection of the Bid.

9. WRONG INFORMATION

If the Bidder deliberately furnishes false, misleading or incorrect information in its Bid with an intention to create circumstances favourable for acceptance of its Bid, BPCL reserves the right to reject such Bid without any further reference to the Bidder. Such action shall be without prejudice to any other rights or remedies available to BPCL under the tender conditions, Contract or applicable rules.

10. VENDOR HOLIDAY LISTING

Vendors against whom a Holiday Listing/Suspension/Debarment order has been issued by BPCL, Ministry of Petroleum & Natural Gas (MoP&NG), or any other Oil PSE, shall not be eligible to participate in tenders floated by BPCL during the period of such Holiday Listing/Suspension/Debarment, unless otherwise permitted under applicable rules.

Such vendors shall become eligible only upon revocation/expiry of the applicable order and submission of documentary evidence thereof to the tendering department.

The Bidder shall submit a declaration confirming that it is **not under Holiday Listing/Suspension/Debarment by BPCL, MoP&NG or any other Oil PSE as on the due date of submission of the Bid**, as applicable.

Failure to submit such declaration may render the Bid liable for rejection.

Submission of any false declaration shall make the Bidder liable for appropriate action under the applicable Holiday Listing/Debarment procedure.

11. CLARIFICATIONS OF BIDS

In case of any discrepancy, ambiguity or omission in the Bidding Documents, or if the Bidder requires clarification regarding the meaning or interpretation of any provision, the Bidder shall seek clarification from BPCL through the designated communication channel specified in the tender.

Any request for clarification shall reach BPCL **not later than seven (7) days prior to the tender closing date**, unless otherwise specified in the tender.

BPCL may, at its discretion, issue written clarification/instructions to all Bidders.

As part of examination, evaluation and comparison of Bids, BPCL may seek clarification from individual Bidders or call them for discussions regarding their Bids.

For techno-commercial clarifications, Bidders shall normally be provided a specified cut-off date for submission of replies. Clarifications received after the stipulated cut-off date may not be considered for evaluation.

12. TECHNICAL/COMMERCIAL QUERIES

Technical Queries (TQ) and Commercial Queries (CQ), wherever required, shall be issued to the Bidders through e-mail and/or the GeM/e-Tendering platform.

Replies to such TQ/CQ shall also be submitted by the Bidders through the prescribed e-mail/e-Tendering/GeM platform within the stipulated time.

13. SIGNING OF BID

The Bid shall clearly indicate the name, designation, address and place of business of the person(s) submitting the Bid and shall be duly signed and sealed by the Bidder/authorized signatory.

The name of each person signing the Bid shall be typed or printed below the signature.

Satisfactory documentary evidence establishing the authority of the person signing the Bid on behalf of the Bidder shall be submitted along with the Bid.

The name of the Bidder stated in the Bid shall be the **exact legal name of the firm/company/corporation/entity** as registered or incorporated under applicable law.

14. ALTERATIONS/CORRECTIONS IN BID

All changes, alterations, corrections, overwriting or modifications, if any, made in the Bid shall be duly authenticated by the person signing the Bid, with date.

Erasing, use of correction fluid and unauthenticated overwriting shall not be permitted.

All blank spaces required to be filled by the Bidder shall be completed by typing/printing or in indelible ink, as applicable.

Any interlineations, alterations or erasures shall be duly authenticated by the authorized signatory.

Non-compliance with this requirement may constitute sufficient ground for rejection of the Bid.

15. DISCREPANCIES IN QUOTED PRICES

In case of any discrepancy between the amount stated in figures and the amount stated in words, the **amount stated in words shall prevail**.

In case of any discrepancy between the lump-sum price and the corresponding price break-up, the **lump-sum price shall prevail**, and the price break-up shall be suitably adjusted accordingly for evaluation/contract purposes.

OTHER INFORMATION

1. The Tender Document can be downloaded from the **GeM Portal**.

2. There shall be **no Tender Fee**, unless otherwise specified in the NIT/GeM bid document.

3. The **PQC/Technical Bid and Price Bid** shall be submitted online through the **GeM Portal only**, in accordance with the tender requirements.

4. The Bidder shall completely fill the Technical Bid documents, duly sign and stamp the applicable documents and upload the same on the GeM Portal along with all relevant supporting documents.

5. The Bidder shall submit/upload the following documents, as applicable:

1. Supporting documents against each Pre-Qualification Criterion (PQC).
2. Supporting documents against the Technical Bid requirements.
3. EMD documents or valid EMD exemption certificate, wherever applicable.
- 4.

6. In addition to uploading the scanned copies of the duly completed Technical Bid/PQC and EMD documents on the GeM Portal, the Bidder shall submit the original/hard copies of documents wherever specifically required under the tender, in a separate sealed envelope containing the EMD and Technical Bid documents, at the office address specified in the tender.

7. PRICE FIRMNESS

The quoted rates shall remain **firm and fixed** throughout the contract period, including any extension period, unless otherwise specifically provided in the tender.

No upward revision in the quoted rates shall be permitted during the contract period or extension period.

Taxes/duties, as applicable, shall be indicated separately wherever required. The Bidder shall not quote a composite rate by including taxes where separate disclosure of taxes is prescribed.

8. All pages of the Technical Bid and supporting documents shall be duly signed by the authorized signatory and affixed with the firm's/company's stamp, wherever required, and shall be submitted/uploaded within the stipulated date and time.

The scanned copies shall also be uploaded on the GeM Portal in accordance with the tender requirements.

9. AUTHORIZED SIGNATORY

The authorized signatory shall be:

- **Proprietor**, in case of a proprietary concern.
- **All partners/authorized partner(s)**, as applicable, in case of a partnership firm.
- **Director/authorized representative**, duly authorized by the Board of Directors, in case of a limited company/company.

If the proprietor, partner(s) or director/authorized representative, as applicable, is unable to sign the tender documents, the documents may be signed by a duly constituted attorney having valid authority to sign the tender documents.

In such cases, the Bidder shall submit the requisite authorization/Power of Attorney, duly executed and notarized wherever required, along with the Technical Bid/EMD documents within the stipulated date and time.

10. BPCL'S RIGHTS

BPCL reserves the right to:

- Negotiate with any or all Bidders, wherever considered necessary and permissible under applicable guidelines; and
- Reject any or all offers, either in full or in part, without assigning any reason whatsoever, subject to applicable rules/guidelines.

11. Only Bidders willing to accept the complete terms and conditions stipulated in the tender shall submit their Bids.

Submission of a Bid shall be deemed to constitute acceptance of the tender conditions, subject to the provisions of the tender document.

12. FALSE/FORGED DOCUMENTS

The Bidder shall refrain from submitting any false, forged, fabricated or misleading document/information at any stage of the tendering process or during execution of the Contract.

In case any such document/information is detected, BPCL reserves the right to take appropriate action, including rejection of the Bid, forfeiture of EMD/SD, termination of Contract and/or Holiday Listing/Debarment, as applicable under BPCL rules and applicable law.

13. BLACKLISTED/HOLIDAY-LISTED BIDDERS

If, during evaluation of the Bids, it is found that a participating Bidder is blacklisted, debarred, suspended or Holiday Listed by BPCL or any competent statutory/regulatory authority, its Bid shall be liable for rejection in accordance with applicable rules.

14. The **quality of work/material and timely execution** shall be of paramount importance and shall not, under any circumstances, be compromised or diluted.

15. Bidders are advised to carefully examine all tender documents, specifications, drawings, Scope of Work, GCC, SCC, PQC and other conditions before submitting their Bids.

Submission of the Bid shall be deemed to indicate that the Bidder has understood and accepted the requirements of the tender.

16. TENTATIVE QUANTITIES

The quantities indicated in the tender are **tentative/estimated and for guidance purposes only**.

The successful Bidder shall have no right or claim for placement of any minimum quantity.

BPCL reserves the right to increase or decrease the quantities at its sole discretion, in accordance with the provisions of the Contract.

Payment shall be made based on the **actual quantities executed/supplied and accepted by BPCL**, subject to the applicable Contract conditions.

17. EMD

Non-submission of EMD shall render the Bid liable for disqualification/rejection unless the Bidder is eligible for exemption under the applicable GeM/BPCL/Government guidelines and submits valid documentary evidence of such exemption.

18. BPCL reserves the right to reject the tender/Bid of any or all Bidders, either in full or in part, without assigning any reason whatsoever, subject to applicable rules and guidelines.

19. CLARIFICATION AND TENDER DOCUMENTS

Bidders are requested to carefully examine all Tender Documents before submission.

The Tenderer shall sign and stamp the tender documents wherever required before submitting/uploading the Bid.

Any clarification regarding the Scope of Work or tender requirements may be sought from BPCL on working days during normal working hours from **0900 hrs to 1730 hrs** through the designated contact person/channel specified in the tender.

Office Address:

Bharat Petroleum Corporation Limited
Sultanpur LPG Bottling Plant
UPSIDC Industrial Area, Tikaria,
Gauriganj, Amethi, Uttar Pradesh – 227409

20. GOVERNMENT GUIDELINES

BPCL shall be at liberty to follow and implement any applicable guidelines, circulars, directives or policies issued by the **Ministry of Petroleum & Natural Gas, Government of India**, or any other competent authority, in connection with the award and execution of the Contract.

21. NEGOTIATIONS

a) Negotiations shall not be conducted as a matter of routine. However, BPCL reserves the right to conduct negotiations with the Bidders, wherever considered necessary and permissible, in the interest of BPCL and in accordance with applicable guidelines.

b) Where applicable, BPCL may communicate its negotiated/indicative rate in writing to the concerned Bidder for acceptance/response.

c) Any unsolicited offer/revised offer submitted by a Bidder without being specifically requested by BPCL shall not be considered and shall be liable for summary rejection.

Similarly, any offer/revised offer received after the stipulated due date and time shall not be considered.

d) Only the proprietor of the firm or a duly authorized legal representative of the Bidder shall personally attend negotiations, wherever called for.

Any commitment made and/or clarification provided during such negotiations shall be binding on the Bidder.

The representative attending the negotiations shall carry valid written authorization and shall submit an authenticated copy of the same to the BPCL representatives attending the negotiations.

22. NATURE OF CONTRACT

The entire work covered under this Contract shall be treated as a **“Works Contract”**, wherever applicable, and the supply of goods and provision of services shall be classified and dealt with as **Goods and Services**, respectively, in accordance with the applicable statutory/tax provisions.

23. SECURITY AND SAFETY

The successful Tenderer/Contractor and its employees, workmen, agents and representatives shall strictly comply with all **security, safety, fire, environment, statutory and operational rules/regulations** applicable at the work location, including instructions issued by BPCL from time to time.

24. NO GUARANTEE OF MINIMUM QUANTITY

BPCL does not guarantee any minimum quantity of work/material/supply under the Contract.

The Bidder/Contractor shall not be entitled to claim any compensation, loss or damages on account of variation, reduction or non-utilization of the estimated/tendered quantity.

The Contractor shall be responsible for losses/damages occurring during transportation/in-transit due to accident, mishandling, negligence or any other reason attributable to the Contractor, as applicable under the Contract.

25. DAMAGE TO BPCL PROPERTY

Any minor damage caused to BPCL's property, equipment, installations or facilities by the Contractor, its supervisors, employees, workmen or representatives shall be made good by the Contractor at its own cost.

In case of major damage to BPCL property attributable to the Contractor or its personnel, BPCL shall have the right to recover the assessed cost of such damage from the Contractor's dues/SD/PG or otherwise, in addition to taking any other action permissible under the Contract and applicable BPCL guidelines.

Where warranted under applicable BPCL policy, such default may also result in Holiday Listing/Debarment.

26. CONTRACT LABOUR AND STATUTORY LICENCES

The Contractor shall comply with all applicable provisions of the **Contract Labour (Regulation and Abolition) Act, 1970**, as amended/replaced from time to time, and all rules, regulations and statutory requirements applicable to deployment of contract labour.

The Contractor shall maintain all statutory records and registers as required by applicable law and shall obtain and maintain all necessary registrations, licences, permits and approvals required for execution of the Contract.

The Contractor shall indemnify and keep BPCL indemnified against any claim, liability, penalty, fine, interest, demand or expense which BPCL may be required to incur or sustain on account of any non-compliance by the Contractor with applicable labour laws/statutory requirements.

The Contractor shall produce such licences, registrations, records and documents to BPCL or any statutory authority whenever called upon to do so.

27. WORKMEN COMPENSATION AND THIRD-PARTY LIABILITY

The Contractor shall comply with all applicable laws relating to employee compensation, occupational injury, accident, death and other employment-related liabilities.

The Contractor shall indemnify and keep BPCL, its officers and employees indemnified against all liabilities, claims, demands, proceedings, losses, damages, costs and expenses arising out of injury, permanent disablement or death of any personnel employed/deployed by the Contractor during the course of employment, to the extent attributable to the Contractor.

The Contractor shall also indemnify BPCL against claims, actions, demands, losses, injury or damages caused to any third party by the Contractor, its personnel, agents or representatives in connection with execution of the Contract, to the extent attributable to the Contractor.

28. COMPLIANCE WITH LABOUR LAWS

The Contractor shall comply with all applicable provisions of labour and industrial legislation, including, as applicable, laws relating to:

- Minimum wages;
- Employees' State Insurance;
- Provident Fund;
- Factories/occupational safety requirements;
- Employee compensation;
- Contract labour; and
- All other applicable labour, social security, employment and industrial legislation, as amended from time to time.

The Contractor shall be solely responsible for all statutory payments, contributions, wages, benefits and other dues payable to its employees/workmen.

The Contractor shall indemnify and keep BPCL indemnified against all claims, payments, losses, damages, penalties, levies, interest and expenses arising due to non-compliance with applicable statutory requirements by the Contractor.

29. INDEMNITY AND NON-EMPLOYMENT CLAIM

The successful Tenderer/Contractor shall indemnify and keep BPCL, its officers and employees indemnified against all claims, demands, actions, proceedings, losses, damages, charges, costs, expenses and liabilities of whatsoever nature arising out of or in connection with any breach, non-performance or non-observance by the Contractor of any term, condition, obligation or requirement of the Contract.

The Contractor shall specifically indemnify BPCL against any claim by its employees/workmen for employment, regularization or absorption in BPCL.

The employees/workmen engaged by the Contractor shall remain solely under the employment, supervision and control of the Contractor.

BPCL shall not be responsible for any dispute, claim, demand or liability arising between the Contractor and its employees/workmen.

30. EMPLOYMENT OF WORKERS

For execution of the work, the successful Bidder/Contractor shall, at its own cost and responsibility, deploy adequate and suitably qualified/skilled personnel during the Contract period.

Such personnel shall, under no circumstances, be deemed to be employees of BPCL merely because they are working within BPCL premises or under instructions relating to site safety, security, operational coordination or work requirements.

The supervision, discipline, control and employment of such personnel shall remain with the Contractor.

The Contractor shall provide all statutory and other applicable amenities to its personnel and shall pay wages, benefits, compensation and other dues as prescribed under applicable law.

The Contractor shall be solely responsible for compensation arising from injury or death of its personnel during the course of their employment, subject to applicable law.

If any employee/workman of the Contractor raises any claim against BPCL for wages, compensation or any other amount payable by the Contractor, the Contractor shall indemnify BPCL against such claim and reimburse all reasonable expenses incurred by BPCL in defending such proceedings, to the extent attributable to the Contractor.

31. DEFAULT/NEGLIGENCE OF CONTRACTOR'S PERSONNEL

The Contractor shall indemnify and keep BPCL indemnified against consequences arising from any default, negligence, misconduct, unauthorized act or violation of applicable rules/regulations by the Contractor's personnel, agents, supervisors, workmen or representatives at the place of work.

32. SUPPLY, INSTALLATION AND COMPLETION SCHEDULE

The successful Bidder shall ensure delivery and supply of all **Materials and Equipment** required for execution of the Contract at **BPCL LPG Bottling Plant, Tikaria, Gauriganj, Amethi, Uttar Pradesh**, within **two (2) months from the date of issuance of the Letter of Intent (LOI)/Purchase Order (PO)**.

The successful Bidder shall complete the entire **installation, testing and commissioning** of the supplied Materials and Equipment within **five (5) months from the date of issuance of the LOI/PO**, inclusive of the material supply period.

The above completion schedule shall be treated as **firm and binding** on the successful Bidder. The Bidder shall make all necessary arrangements for timely procurement, transportation, delivery, installation, testing and commissioning so as to achieve completion within the stipulated period.

33. DELAY AND LIQUIDATED DAMAGES (LD)

In the event of delay in supply/delivery of Materials and Equipment beyond the stipulated delivery period, the successful Bidder shall be liable for **Liquidated Damages (LD) at the rate of ₹10,000/- (Rupees Ten Thousand only) per week or part thereof of delay**, subject to a maximum of **10% (ten percent) of the total Contract Value**.

The applicable LD shall be recoverable from the bills/payments due to the Contractor or from the Security Deposit-cum-Performance Guarantee or any other amount payable by BPCL to the Contractor under the Contract.

Imposition/recovery of LD shall be **without prejudice to BPCL's other rights and remedies available under the Contract and applicable law**.

The Contractor shall not be entitled to any additional payment or compensation on account of compliance with the stipulated delivery and completion schedule.

Any extension of the delivery/completion period, wherever considered necessary, shall be subject to **prior written approval of BPCL**. Mere acceptance of delayed supplies or continuation of work by BPCL shall not, by itself, constitute waiver of BPCL's right to levy LD.

VIII- SPECIAL TERMS AND CONDITIONS OF CONTRACT

SPECIAL CLAUSES ON TAXATION: -

ClauseNo.	Description
DEFINITIONS	
1	Contractual period / Work Completion Period /Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the LOA (Letter of Acceptance)or Purchase Order or Work Order and shall also include approved extensions, if any.
GENERAL	
1	Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the Standard Taxation Condition (STC), then the provision of the STC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
2	For the purpose of this STC, the term “tax” in addition to tax imposed under CGST (Central Tax)/SGST (State Tax)/IGST (Integrated Tax)/UTGST (Union Territory Tax)/ GST Compensation Cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities.
3	Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on BPCL) within the contractual delivery date /period (including extension approved if any) shall be on BPCL’s Account against submission of documentary evidence. Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller’s / Contractor’s Account. Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Contractor shall pass on the benefit of such reduction to BPCL with the view that BPCL shall pay reduced duty/Taxto Govt.
4	Wherever any escalation / de-escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation / de-escalation of valueof material shall be allowed without Tax unless specified otherwise.
5	It would be the responsibility of the contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with BPCL’s registrationnumber as applicable for particular supply on all invoices raised on BPCL. Contractor to provide the GSTIN number from where the supply is proposed to be under taken. Further the HSN Code / Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns providedin the technical bid. In case the contractor is opting for Composition scheme under the GST laws (i.e Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contractor should confirm the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on BPCL. In case the contractor is falling under Unregistered category, the contractor should confirm the same.
6	The contractor would be liable to reimburse or make good of any loss/claim by BPCL towards tax creditrejected /disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in the GSTIN network or non-filling of returns or non-compliance of tax laws by the Contractor by issuance ofsuitable credit note to BPCL. In case, contractor does not issue credit note to BPCL, BPCL would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.

7	Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by BPCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
8	The contractor will be under obligation to quote/charging the correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by BPCL.
9	In case, BPCL's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by BPCL by issuance of suitable credit note to BPCL. In case contractor does not issue credit notes to BPCL, BPCL would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
10	In case the contractor is opting for Composition scheme under the GST laws, in such an event the evaluation of his bid will be based on the Quoted Price. In case the contractor falls under Unregistered category, then GST liability, if any, on BPCL will be included for the purpose of evaluation.
11	In case BPCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.
12	BPCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules.
13	To enable BPCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by BPCL to avail of the ITC with respect to GST reimbursed by BPCL on materials sold to BPCL.
14	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
16. ROAD PERMIT /WAYBILL	
16.1	BPCL will issue Road Permit/Waybill, by whatever name it is called, to the Contractor only in those cases where materials are purchased by BPCL directly and/or BPC is statutorily required to issue the Road permit/Waybill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/vehicle; the Contractor will be wholly responsible for release and reimburse the litigation cost to BPCL.
16.2	BPCL shall on no account be responsible for delay or hold-up due to the timely non-availability of such documents as are required to be furnished by the owner to obtain the Road Permit/Waybill, by whatever name it is called. However, BPCL shall make best efforts to provide enough Road Permits/waybill, by whatever name it is called. on demand to avoid any delay or hold up.

ClauseNo.	Description
17. Works Contract	
17.1	Works contracts as defined under the GST law include Contracts for Building, Construction, Fabrication, Completion, Erection, Installation, fitting out, Improvement, Modification, Repair, Maintenance, Renovation, Alteration or Commissioning of any immovable property wherein transfer of goods is involved in the execution of such contracts. Composite Supply has been defined as supply in which two or more supply of goods or service or both or any combination are naturally bundled and supplied in conjunction with each other in the ordinary course of Business, and then the rate as applicable for principal supply will be applicable on the entire transaction. Mixed supply has been defined as supplies of goods or service or both which are made in conjunction with each other for a single price and which does not constitute a composite supply then the rate as applicable for the highest rate will be applicable. In view of the above various definitions under GST law, bidders are required to evaluate the jobs to be undertaken under the tender and quote accordingly by considering the nature of Job read with the legal provision.
17.2	The place of supply in relation to immovable property shall be the location at which the immovable property is located or intended to be located. Hence the bidders must seek registration at the locations where the work is intended to be carried out.
17.3	In case BPCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost. BPCL shall reimburse GST levied as per the TAX invoice issued by the Contractor as prescribed under respective GST Acts and Rules. In case the contractor is not permitted to issue Tax Invoice the same should be clearly mentioned in the price Bid.
17.4	To enable BPCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by BPCL to avail of the ITC with respect to VAT reimbursed by BPCL on materials sold to BPCL.
17.5	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
18.0 Payment Terms	
	70 % of the payment shall be made after receipt of material of good and the remaining 30 % after commissioning of overall project and being found satisfactory by Officer-In-charge. TDS/ WCT will be deducted as per prevailing rules and regulations.
19.0 Test & Performance	
	Have to furnish equipment test and performance Certificate in triplicate for the equipment along with the challan and Invoice

IX - CHECKLIST OF DOCUMENTS TO BE SUBMITTED)
(Declaration by Bidder in his/her letter head)

From: M/S _____

To:

Plant Manager,
Bharat Petroleum Corporation Limited,
SULTANPUR LPG Bottling Plant,
UPSIDC Industrial Area, Tikaria
Gauriganj, Amethi, Uttar Pradesh

Dear Sir,

SUB: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF OVERHEAD CONVEYOR, FALL PROTECTION ARRANGEMENT, DRIVE UNIT, PAINTING BOOTH, PRIMER BOOTH AND FULLY AUTOMATIC 10 HEAD HYDROTESTING UNIT, VALVE SCREW & UNSCREW UNIT AND ONLINE CHECK SCALE AT SULTANPUR LPG BOTTLING PLANT, UTTARPRADESH

TENDER NUMBER:

In response to your notice inviting the tender for above, we confirm having carefully read, studied and understood various terms and conditions /documents downloaded with the tender and the same has been digitally signed for having read and accepted the same in toto.

We are also confirming that the following documents as per the check list given below have been uploaded and requisite EMD has been paid/ not paid when the bid value is less than 5 lakhs.

Write Y- For Document uploaded

Write N - For Document not uploaded

Write NA – For Document not applicable for uploading

CHECK LIST FOR SUBMISSION OF DOCUMENTS UPLOADED:

Sr. No.	Description	Format	Yes / No/NA
i.	EMD Not Applicable.	(EMD)	
ii.	Copy of Work Orders	PDF	
iii.	Copy of completion of Work Orders	PDF	
IV	Registration Certificate as per detailed given in BQC	PDF	
V	GST registration certificate	PDF	
Vi	Confirmation letter as per detailed given in Annexure- XA (I, II, III, IV, VI)	PDF	
vii.	Annual turnover as per detailed given in BQC	PDF	
viii.	Solvency certificate as per detailed given in BQC	PDF	
ix.	Design Proposal (Technical bid, IV a)	PDF	
x.	Test Reports (Technical bid, IV b)	PDF	
xi.	1. VENDOR Creation Template along with necessary document 2. Partnership deed (If applicable) 3. Power of Attorney duly notarized as per applicability	PDF	
xii.	Signed, stamped copies of Techno commercial bid document	PDF	

I am the competent authority authorized to sign this Tender.

Signature: _____

Full Name: _____

(Signed as Proprietor/Partner/Director/POA*) * Power of Attorney meeting the law of land.
Original POA holder to sign and not by any authorized representative.

Rubber Stamp:

X: - ANNEXURES

To Be Uploaded Along with The Tender

Annexure- X(A) I

UNDERTAKING –TO BE SUBMITTED ALONGWITH TECHNICAL BID

Name of Work:

Tender No:

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

1. Tender Documents
2. Additional Documents (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 accepted all terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre bid meeting. In the event of our offer found technically acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of the 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 Tenderers authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.

ANNEXURE- X(A)II

STATEMENT OF TECHNICALS – DECLARATION

I/We agree that the rates offered shall remain valid for acceptance by you up to 365 days from the date of closing of the tender and if the offer is withdrawn before the said date, the EMD furnished by me / us is liable to be forfeited. The Earnest Money Deposit has been paid by me/us and it is agreed that the amount deposited is refundable to us after finalization of the tender and subject to our fulfilling the terms and conditions of this tender. In case we are awarded the job, the EMD paid by us can be released only on payment of Security Deposit by me/us.

I/We hereby agree to abide and fulfill the terms and conditions set out in the General and Special conditions of this contract and the Agreement papers as attached which shall be deemed to form a part of this tender. I/We return herewith the same duly attested on each page of this tender in token of my/our acceptance thereof.

I/We hereby further agree to seek the prior approval of Bharat Petroleum Corporation Limited, whether before or after acceptance of my/our tender that before making any change in the constitution of my/our firm either by the death or otherwise. It is further agreed that any change in the Constitution of the firm without prior written approval shall not be binding on the Corporation and shall entitle the Corporation to terminate or any action as deemed fit by the Corporation at its sole discretion.

I/We hereby declare that this tender and the Corporation's acceptance to be communicated to me/us by registered letter shall constitute a binding contract till such time the final Agreement is signed by me/us.

I/We hereby confirm that mine/ours is a firm registered under (a) or (b):

- (a) Indian Partnership Act, 1932
- (b) The Indian Companies Act, 1956

I/We have noted that the Corporation reserves that right to accept/reject any tender which may/may not fulfil any of the conditions containing above in the enclosed agreement form without assigning any reasons whatsoever.

Seal and date

Signature:.....

Name:.....

(Director /Partner/Proprietor)

Name & address of firm :.....

Note: Strike out whichever is not applicable. This declaration should be signed by the

Tenderers authorized the representative on company letter head who is signing the bid & Scanned copy to be uploaded.

ANNEXURE- X(A)III

DECLARATION A"

We have carefully studied the tender and submit our offer after having fully understood the same. We hereby agree to abide by and fulfill all the Terms and Conditions incorporated in the Agreement which should be deemed to form a part of this tender.

Date:

Place:

Signature of Bidder with Seal

DECLARATION B"

We declare that we do not have any employee who is related to any employee of the Corporation We have the following employees working with us who are near relative of the Corporation.

Name of the Employee
the Of the Bidder

Name and Designation of the Officer of
Corporation

1. _____
2. _____
3. _____
4. _____

Date:

Place:

Signature of Bidder with Seal

ANNEXURE – X(A) IV

**PROFORMA OF DECLARATION OF BLACKLISTING/HOLIDAY
LISTING (On Non-Judicial Stamp Paper of requisite value duly notarized)**

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name nor in the name 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 have, during the past three years, been placed on any blacklist or holiday list declared by Bharat Petroleum Corporation Limited. 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. Or any Department of the Government or by any Public Sector Organization in India or in any other country in respect of any corrupt or fraudulent practice(s) against me or any other or 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, an/or inquiry and in absence thereof of 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 other firm or concern presently are or within the past three years have been or has been placed on any blacklist or holiday list declared by Bharat Petroleum Corporation Limited. 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 there is any pending inquiry by Bharat Petroleum Corporation Limited. 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, in respect of corrupt or fraudulent practice(s) against us or any partner 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/or inquiry and in the 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 within the past three years have within the past three years been placed on any holiday list or blacklist declared by Bharat Petroleum Corporation Limited. 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 Limited. Or by any Department of any

Government (State, Provincial, Federal or Central) or any Public Sector Organization in any country against us or a parent or subsidiary or associate company as aforesaid in India or in any other country, in respect of corrupt or fraudulent practice(s), except as indicated below:

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

It is understood that if this declaration is found to be false in any particular, Bharat Petroleum Corporation Limited. 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 blacklisting or holiday listing) available to Bharat Petroleum Corporation Limited.

Place
Date

Signature of Bidder with Seal
Name of Signatory

ANNEXURE- X(A)V

**VENDOR CREATION FORM WILL BE PROVIDED FOR SUCCESSFUL VENDOR AND
ALSO FOR THE VENDOR'S WHO HAVE SUBMITTED EMD**

ANNEXURE- X(A)VI

INDEMNITY BOND UNDERTAKING FOR GST

(Required in case of non-availability of GST number)

(This undertaking shall be submitted on stamp paper of appropriate value)

We hereby confirm that we have submitted our response to the above-mentioned tender.

We hereby mention that we do not have GST Registration No. as on date of submission of our response to the subject tender.

We hereby confirm that we shall obtain GST Registration No. as per applicable statutory rules in case of award of works by Bharat Petroleum Corporation Limited within 6 weeks from the date of receipt of the Work Order.

We also hereby confirm that we shall submit our bills for payment only after submitting necessary documentary proof towards GST issued by Govt.

Signature:

Name & Address Seal:

Date:

X: ANNEXURES

To be Submitted Before Issue of Work Order

ANNEXURE- X(B)I
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,

1. M/s._____ have taken tender for the work
_____ CRFQ No/PO No. _____ for Bharat Petroleum Corporation Ltd.
2. 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.
3. The said _____ have approached us & at their request and _____ in consideration of the premises we _____ are having our office at _____ have agreed to give such guarantee as hereinafter mentioned.
4. We _____ hereby undertake and agree with you that if a 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 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.
5. 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.
6. Your right to recover the said sum of Rs. _____ Rupees _____ from us in the aforesaid manner 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.
7. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said _____. But 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.
8. 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.
9. We have the power to issue this guarantee in your favor 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.

**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:-

ANNEXURE- X(B)II

MEMORANDUM OF AGREEMENT

An agreement made this _____ day _____ of _____ 20 between BHARATPETROLEUM 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 _____

_____ s

(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 entitle 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 the previous sanction thereto has been given in writing by the Company.
 - (a) The Contractor shall prepare detailed and shop drawings, and any other data required.
 - (b) All materials supplied by the Contractor shall be of the best quality. The Contractor shall at his own cost arrange for and/or carry out any test of materials, which the Company's authorized Engineer may require.
 - (c) The Contractor shall at the request of the Company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the Company's authorized Engineer, is unsuitable or incompetent or who, has been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the Company, in writing.
4. **E. & O. E.** No advantage is to be taken either by the Company or the Contractor of any clerical error or mistake, which may occur in the specification, schedule of rates, plans, tender or any other papers supplied to or by the contractor in connection with the work.
5. **Damage on account of Incomplete work:** The Contractor shall commence the work and shall complete the work as mentioned in Purchase order/Contract failing which the Contractor shall pay or allow to the Company to recover as liquidated damages, at the rate of minimum 0.5% per week of delay or part thereof up to a maximum of 5% of the total contract value, if Liquidated damages clause is made applicable in the contract. Such damage may be deducted 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 the 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 him for the expenditure incurred by him in the expectation of completing the work, the company shall consider and admit such claims 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 not been determined / terminated under the above clauses of this article.

- b) **Termination/Offloading:** The contractor fully understands that the 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 work/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 therefrom 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, then 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 than the cost of storage, removal and sale to the credit of the Contractor. Should the 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, contractors shall submit bank guarantee 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 shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee.
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 an 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 assignments shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement. The contract can only involve a electrical contractor with Valid Class A Electrical license for providing electricians in case the successful contractor does not have a valid Electrical license of Class A s
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 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 in respect of any award of compensation or damages arising therefrom. The Company shall be entitled to deduct the amount of any damage's compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sum or sums due or thereafter becoming due to the Contractor.
18. **Safety Regulation:** The Contractor shall ensure that he/his Sub-Contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof, shall keep the Company harmless and indemnified.

19. Arbitration

- a. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL against the Contractor or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole Arbitration of the concerned Director (herein after named as Director) of the BPCL or of some officer of the BPCL who may be nominated by the concerned Director. The Contractor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an Officer of the BPCL or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the BPCL he had expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of the BPCL if the Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director or a person nominated by such Director of the BPCL as aforesaid shall act as an arbitrator, hereunder. The award of the arbitrator so appointed shall be final conclusive

and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

- b. The arbitrator shall have the power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act, 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c. The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter an issue arising out of or in relation to the Agreement, without seeking a formal reference of arbitration to the Director for such counter-claim, cross or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally, and deemed to form part of the reference made by the Director.
- d. The arbitrator shall be at liberty to appoint, if necessary, any accountant or engineer or other technical person to assist him and to act with the opinion so taken.

- 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 Uttar Pradesh for the purpose of actions and proceedings arising out of the contract and the courts at Uttar Pradesh 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 to 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.
Corporation Ltd.

For Bharat Petroleum

Witness _____
Contractor's witness - Signature

Contractor's Signature