

TENDER NO.: LPG.WR.JAL.19.TEND. 1000329059/2019-2020
System ID: 57153

Tender Floating: 16/04/2019 , 16:27
Bid Submission Due on: 30/04/2019, 13:30
Tender Opening : 30/04/2019, 14:00

GENERAL CONDITIONS OF TENDER.

BHARAT PETROLEUM CORPORATION LIMITED
LPG BOTTLING PLANT, JALGAON

PROVIDING CYLINDER HANDLING & ALLIED SERVICES AT JALGAON LPG PLANT

Time for Completion : 1 year .

FILLING AND SUBMITTING TENDERS:

1. Quotations should be submitted only in the prescribed tender schedule forms supplied by the Company, together with Drawings and General Conditions of Tender duly signed by the tenderer along with a Bank Draft, if required. Quotations received after the due date/time will not be considered. Please note all tender filing should be done online only through BPCL e procurement site "<http://www.bpcleproc.in>". No manual tender will be accepted.
2. The tenderer should study all the tender documents carefully and understand the conditions, scope of work, and specifications etc. before quoting. If there are any doubts, he should obtain clarifications, but this shall not be justification for late submission or extension of opening date/time of the tenders.
3. The tenderer should visit the site and acquaint himself with site conditions, availability of water, electricity, approach road, construction materials as per specifications, shelter for his staff etc. since these are to be provided/arranged by the tenderer (unless otherwise specified) at his cost.
4. The tenderer should quote for all items in the tender schedule. The rates should be expressed both in figures and in words: where discrepancy exists between the two, the rates expressed in words will prevail. Similarly, if there is any discrepancy exists between the unit rate and the amount, the unit rate will prevail.
5. The rates be quoted in the same units as mentioned in the tender schedule.
6. All entries in the Tender Documents should be in Ink/Typed. Corrections, if any, should be attested by full signature of the Tenderer.
7. Every page of the tender documents shall be signed by the tenderer or his authorized representative.
8. The tenderer should indicate the time required to complete the entire work from the date of receiving the order. The time indicated in tender may have a bearing on awarding the contract.

RATES:

9. The rate quoted should be inclusive of all material, labor, water, electricity, power equipment tools/tackles, centering, shoring, lifts, leads, scaffolding, excise/customs/octroi duties, sales tax, works contract tax etc. levied by State/Central authorities. All materials are to be supplied by the tenderer unless otherwise stated.

- a) It is made clear to be parties that no excise claims on storage tanks/LPG Horton spheres/bullets/structural would be entertained by the Corporation.
10. The rates quoted shall be valid for a period of six months. Once the quotation is accepted, the rates quoted shall be firm till the entire work is completed in all respects.

ACCEPTANCE OF TENDER:

11. In complete/Conditional tender quotations or those received late and/not conforming to the terms and conditions, the tender documents will be rejected.
12. The Company reserves the right to reject any or every tender without assigning any reason whatsoever and/or to negotiate with the tenderer (s) in the Company considers suitable. The company further reserves its rights to allow to the Public enterprises „Price Preference“ (facilities as admissible under the existing policy) as may be decided by the company.

***EARNEST MONEY DEPOSIT :** (Applicable only for work costing 50,000/- and above in value).

13. The tenderer shall be required to submit along with this quotation a Bank Draft in Favour of Bharat Petroleum Corporation Ltd. For a sum equivalent to 5% of the total tendered value of works as earnest money deposit, subject to a minimum of Rs 5,000/- and a maximum of Rs 1,00,000/-. The earnest money deposit shall be returned to the unsuccessful tenderer/s within one month after due date for opening of the tender. The earnest money deposit of the successful tenderer will be retained till the commencement of the work. Thereafter the tenderer may opt to adjust the earnest money deposit against security deposit as a money deposit or request return of the earnest money deposit. No interest will be payable on earnest money deposit.

***Security Deposit** (Applicable only for works costing Rs.50,000/- and above in value)

- 13 a).The successful tenderer, before commencement of the work, shall have to provided to the company, by way of security, a money deposit or a Bank Guarantee in the standard format provided by the Company for an amount equivalent to 5% of the total tendered value of the works, subject to a minimum of Rs. 5000/- and a maximum of Rs.1,00,000/-. The security deposit will be retained till the successful completion of the work. In the case of security deposit in the form of a Bank Guarantee, the same shall be kept valid by the tenderer at his cost till the completion of the work under contract and shall be extended from time to time. No interest will be payable on security deposit.

EXECUTION OF AGREEMENT

14. The successful tenderer shall within 15 days of the Company"s communication to him of the acceptance of his tender, execute a formal Agreement with the Company, on the Company's format.

EXECUTION OF WORKS:

15. The successful tenderer should submit details of construction program adhering to the completion time quoted in the Agreement. The programme will form part the contract. However, the company reserves the right to alter the programme, if necessary, from time to time and no claim of successful tenderer on account of such alternation will be entertained.
16. All materials required for the execution of work should conform to the standard specification and approved by the Engineer in Charge before actually put to use. Commencement of work without prior approval shall be entirely at the risk and cost of the contractor. No delay due to non-availability of materials, tools, equipment etc. will be entertained by the Company. In the case of certain machinery/equipment, the Company's site Engineer may inspect the items for approval before they are brought, to the site.
17. The responsibility for the safety, security and accounting of the materials and equipment brought or installed by the successful tenderer or handed over to him by the Company for completion of the work will remain with him till the acceptance of the work by the Company. Any damage caused to the material/equipment during the execution of work will be made good by the successful tenderer at his cost. The Company may require the successful tenderer to have guarantee/indemnity bond executed for the value of the materials supplied to him free of cost, as per terms of the Agreement.
18. Quantities shown in the Tender Schedule are approximate and payment shall be made as per actual measurements. The successful tenderer is not entitled for any sort of compensation towards materials procured/stored in excess of the measured quantities.
19. The Company reserves the right to increase or to decrease the tendered quantity or revise specifications, drawing, design of any or every item or delete them at any stage of work. The successful tenders claim for compensation or damages on account of these shall not be entertained. Such deviations will be adjusted at the rates contained in the Agreement or at prevailing market rates, if the rates are not available in the agreement y issuing variation order(s). In case it becomes necessary for the Company to temporarily suspend or postpone the work, partly, or fully due to unforeseen circumstances, the company shall not be liable for any compensation on account of resultant delays.
20. The entire work will be carried out under the supervision of the authorized representative of the Company, but this will not detract successful tenderer(s) full responsibility for quality/period of execution of work.
21. Detailed measurements of works carried out shall be taken jointly by the successful tenderer and out site Engineer at every stage of work, before preceding the next stage. All work shall be measured as per the procedure laid down. Payment will be made as per measured quantities and not as per Tender Schedule quantities.
22. The successful tenderer shall submit to the office which has awarded the contract, periodic progress reports of his work as stipulated by our Site Engineer.
23. The successful tenderer shall not undertake on his own any change in specifications mentioned in the tender documents. In case of doubts he will refer the matter in writing to the Company and act as per clarifications given by the Company. Any changes in the work involving changes in original specifications quantities/additional items of work, should be covered by obtaining suitable variation order (s) from the company immediately.

24. If the performance of the successful tenderer is found to be unsatisfactory, the Company reserves the right to cancel in part or the whole of the contract and get the work executed through alternative means at the entire risk and cost of the successful tenderer.
25. If the successful tenderer does not complete the work in the stipulated time, the Company reserves the right to recover liquidated damages at 0.5% of the total contract value for every week of delay a part these of subject to a maximum of 5% of the total contract value until the work is satisfactorily completed and handed over. However delay in completion of a specific urgent job the maximum compensation will be increased to 15% if the total contract value. Such damages may be deducted by the Company from any money due to the tenderer and any further amount due from the tenderer shall be paid by the tenderer to the company forthwith.
This is a specific urgent job – No
26. The successful tenderer should ensure the safety of adjoining property and shall make good and loss to product/property resulting from his negligence.
27. Hot work be carried out only in the areas earmarked for the purpose, after required safety precautions have been taken and only after obtaining written permission from the Site Engineer. Any provision required to be made e.g. wind screens or G.C.I Sheets etc. to make the area safe for hot work, will be made the successful tenderer at his own cost.
28. The work in the Company's premises should be carried out during the Company's normal working hours and without obstructing day to day working the establishment. If any work is required to be carried out beyond normal working hours, prior permission should be obtained before undertaking such work.
29. In the event of the successful tenderer failing to complete the work within the stipulated time, the Company shall have the right to employ any other agency to complete the remaining work at the risk & cost of the successful tenderer.
30. It will be the successful tenderer's responsibility to get the works approved and obtain all certificates for plumbing, electrical, civil works from local, municipal, Governmental or other required authorities.
31. Tanks, Pumps, Pipelines, Posts, Equipments and/or any other materials to be supplied by the Company will be supplied anywhere within the site premises. Safekeeping, transporting and handling of the same to actual location of installation will be the successful tenderer's responsibility for which no extra payment will be made.
32. During execution of work if it is found necessary to dismantle a portion of existing bund wall, enclosure wall, compound wall, fencing etc. to facilitate the movement of materials and equipment, the same shall be carried out after obtaining permission in writing from Company's authorized representative and also made good by the contractor at his own cost.
33. The successful tenderer is expected to co-operate/ co-ordinate with other contractor's carrying out the work allocated to them so as to avoid breaching up of work already done by them or causing any hindrance in the progress of their work. In case there is any difficulty/dispute, the same should be immediately brought to the notice of the Site Engineer.
34. If the work is required to be carried out in a working Depot, Installation, retail outlet etc. The progress of work is likely to be interrupted on account of operations in such units. Stoppage of work under such circumstances shall not entitle the successful tenderer to claim any compensation for idling, machinery etc. during such interruptions.

35. The successful tenderer and his man/men shall abide by all security/safety rules regulations in force at location and the law, bye –laws and statutes of Government, semi-Government and other local authorities such as requirements/liability under enactments like the Workmen’s Compensation Act., Contractor labor Act etc. and the Company shall stand indemnified against any claims on these scores. The Successful tenderer and his men shall strictly abide by “no smoking” and other petroleum regulations on the premises.
36. The successful tenderer shall arrange for at least one competent supervisor to be present at the all time during the progress of the work, who shall be duly authorized to take instructions and execute them on his behalf.

INTERIM PAYMENTS

37. At the sole discretion of the Company, the contractor can receive up to 90% of the payment for the cost of work done. Interim bills should be duly supported by the measurements of work actually done. (All payments shall be subjected to deduction of Income Tax as may be applicable from time to time).

FINAL BILLS / RETENTION MONEY:

38. On completion of the work to the satisfaction of the Company’s authorized representative and after clearing the debris, tools, tackles, shoring, centering, materials etc, from the site and obtaining necessary certificates as required from the local authorities, the successful tenderer shall submit his final bill based on the jointly recorded measurements of actual work done. The final bill of the job done should be raised, unless otherwise agreed by the Corporation in writing, within one month from the date of completion of the total job as per contract. Whether the job has been completed or not will be decided at the sole discretion of the corporation. Payment of the final bill will be made after adjusting interim payments and retention amount deducted and retained.
39. The successful tenderer shall not subject or assign any part of the work to another party, without the prior written consent of the Company. In any event the successful tenderer will be solely responsible for the work so subject or assigned.
40. The contractor undertakes to ensure due and complete compliance with all laws regulations, rules etc., whether of the Central Government or the state Government or any other competent authority applicable to the workmen employed or whose services are otherwise availed of by the contractor whether in connection with the construction work at the site or otherwise. The employer shall have the right to inspect the records maintained by the Contractor concerning such workman from time to time and the Contractor to produce of the Employer’s inspection in order to ascertain whether or not the requirements of all such laws regulations, rules etc., have been complied with by the Contractor. In the event of the any contravention of such laws, regulations rules etc., coming to light whether as a result of such inspection or otherwise, the Employer shall have the right to require the Contractor to effect such compliance within such time as the Employer may prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the Employer then the Employer shall without prejudice to this rights to entitled to withhold form the amount payable to the Contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof the workmen. The Employer shall also have in that event the right to terminate the

contract with immediate effect and to exercise powers reserved to the Employer under the contract as result of termination.

41. Special conditions, if any pertaining to the tender are shown in Tender Schedule.
42. The tenders should also be send/submitted at below address. BHARAT PETROLEUM CORPORATION LIMITED LPG BOTTLING PLANT, P – 27, ADDITIONAL MIDC AREA, JALGAON, MAHARASHTRA – 425003. Phone nos. 0257 – 2210705; 0257 – 2270420; extension – 207, 208, 209,203,204.

ANNEXURE

- a) Any dispute or differences of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Corporation against the Contractor or regarding any right, liability, act, omission or 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 Director (HR) of the Corporation or of some officer of the Corporation who may be nominated by the Director (HR). 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 Corporation or that he has dealt with the matters to which the contract relates or that in the course of this duties as an Officer of the Corporation he had expressed views on all or any other matters in dispute or difference. In the event of 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 (HR) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (HR) as 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 Office of the Corporation if the Director (HR) 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 (HR) or a person nominated by such Director (HR) of the Corporation as aforesaid shall act as Arbitrator hereunder. The award of the Arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitrator Act 1940 or any statutory modification or r-enactment thereof and the rules made there under for the time being in force shall apply to the Arbitration proceedings under this clause.
- b) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall be writing under his own hands appoint. the parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to herein above and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

Signature of the Contractor(or his authorized representative)

Date :

Name / Seal of the Contractor :

Address : _____
